

***THE FORT LAUDERDALE COMMUNITY
REDEVELOPMENT AGENCY (CRA)***

**Request For Proposals For
Purchase & Development of
CRA Property On Sistrunk
Boulevard, NW 7 Terrace and
NW 8 Avenue**

RFP SECTION I – INTRODUCTION AND INFORMATION

1.1 Purpose

The Fort Lauderdale Community Redevelopment Agency (CRA,) is seeking qualified, experienced and licensed firm(s) or real estate developers (sometimes referred to as “Developers” or “Proposer”) interested in securing title to property from the Fort Lauderdale Community Redevelopment Agency (FL CRA) and undertaking the development of the property located within the Northwest- Progresso- Flagler Heights Community Redevelopment Area (NPF CRA), pursuant to the community redevelopment plan and in accordance with the terms and conditions contained in this Request for Proposal (RFP) issued by the Fort Lauderdale Community Redevelopment Agency.

1.2 Point of Contact

For information concerning procedures for responding to this solicitation, contact CRA Housing and Economic Development Manager Bob Wojcik at (954) 828-4521 or email at bwojcik@fortlauderdale.gov. Such contact shall be for clarification purposes only.

1.3 Proposal Submission Deadline

All proposals for the development and conveyance of this Property shall be submitted **on or before 4:00 P.M. on Monday, March 25, 2024**, to the address below, at which time all proposals will be publicly opened and recorded. Proposals received after that time will not be opened or considered.

Fort Lauderdale Community Redevelopment Agency (CRA)
914 NW 6th Street (Sistrunk Boulevard), Suite 200
Fort Lauderdale, Florida 33311

Submission must include one (1) signed original cover letter and ten (10) copies of the Development Proposal, including all attachments plus two (2) electronic copies on a thumb drive in a sealed envelope and marked:

**“REQUEST FOR PROPOSAL FOR PURCHASE AND DEVELOPMENT OF CRA PROPERTY ON
SISTRUNK BOULEVARD, NW 7th TERRACE AND NW 8th AVENUE”**

It is the sole responsibility of the respondent to ensure their proposal is received on or before the deadline with the required number of copies and in the format stated herein. The CRA is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The CRA shall not be responsible for the applicant’s cost and expense to assemble and prepare a response to this invitation. The CRA’s normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the CRA.

Proposals shall be submitted as stated in the Submittal Requirements of the RFP. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that Proposer is familiar with the RFP requirements. The entire proposal must be submitted in accordance with all requirements contained in the RFP.

END OF SECTION

SECTION II - SPECIAL TERMS AND CONDITIONS

2.1 Addenda

Material changes, if any, to the RFP, procedures or proposal submittal deadline will only be transmitted by written addendum and posted on the CRA web site at www.fortlauderdalecra.com under NOTICES. Under no circumstances shall an oral explanation given by any CRA or City official, officer, staff, or agent be binding upon the City or City and should be disregarded. All addenda are a part of the competitive solicitation documents, and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

2.2 Changes and Alterations

Proposer may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

2.3 Proposer's Costs

Neither the CRA nor the City of Fort Lauderdale (City) shall be liable for any costs incurred by Proposers in responding to this RFP.

2.4 Mistakes

The Proposer shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

2.5 Acceptance of Proposals / Minor Irregularities

2.5.1 The CRA reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms, or does not affect the fundamental fairness of the solicitation process. The CRA also reserves the right to reissue a Request for Proposal.

2.5.2 The CRA reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

2.6 Development Agreement

After a Developer(s) is selected, the CRA will negotiate a Development Agreement and Purchase and Sale Agreement and such other documents as shall be required by the CRA. The selected proposer will be required to enter into several agreements with the CRA. The selected proposer will be required to complete the project within 24 months of execution of the development agreement. Negotiation of the Development Agreement must be completed within four (4) months of award by the governing body. The Development Agreement may include, but not be limited to, restrictions on the sale or lease of the Property, approval rights over development, rights of reverter, restrictions on land uses and structures, development completion schedule, insurance and indemnification, and other terms and conditions deemed to be in the best interest of the CRA and public. Restrictive covenants may be required in order to ensure continuity of the proposed uses.

2.7 Responsiveness

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all its requirements, including all form and substance.

2.8 Responsibility

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

2.9 Minimum Qualifications

Proposers shall be in the business of Real Estate Development or a Licensed Contractor and must possess sufficient financial support, equipment, and organization to ensure that it can satisfactorily provide the required services. Proposers must demonstrate that they, or the key staff assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one entity similar in size and complexity to the City of Fort Lauderdale or the Fort Lauderdale Community Redevelopment Agency or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully provide the required work in the required timeframe.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

2.9.1 Proposer or principals and/or their team shall have relevant experience in arranging, managing, overseeing, coordinating, marketing and administering a project involving new construction of the type of development proposed for the property in the State of Florida. The project manager assigned to the work must have the same relevant experience in new construction and managing development projects in the State of Florida and have served as project manager on similar projects.

Before awarding a contract, the CRA reserves the right to require that a Proposer submit such evidence of qualifications as the CRA may deem necessary. Further, the CRA may consider any evidence of the financial, technical, and other qualifications and abilities of a firm/developer or principals, including previous experiences similar in nature and performance evaluation for services, in making the award in the best interest of the CRA.

2.9.2 Firm/developer or principals shall have no record of judgments, pending lawsuits against the CRA or City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the CRA Board of Commissioners or City Commission.

2.9.3 Neither firm/developer nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the CRA or City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the CRA or City.

2.10 Lobbying Activities

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-11-42 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-11-42 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at: <http://www.fortlauderdale.gov/home/showdocument?id=6036>.

2.11 Public Entity Crimes

Proposer, by submitting a proposal, certifies that neither the Proposer nor any of the Proposer's principals has been placed on the convicted vendor list as defined in Section 287.133, Florida Statutes (2018), as may be amended or revised. 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

2.12 Proposal Security – N/A

2.13 Insurance Requirements shall be incorporated into the Development Agreement and other supplemental and ancillary agreements.

2.14 Award of Contract

A Contract (the "Agreement") may be awarded by the Board of Commissioners of the Fort Lauderdale Community Redevelopment Agency (CRA). The CRA intends to enter into a Development Agreement with the top ranked firm/developer or proposer and to carry those negotiations to a successful conclusion in a timely manner. Benchmarks will be negotiated with the top ranked firm/developer or proposer. If, however, during the negotiation process:

- 1) A top ranked Developer withdraws from negotiations.
- 2) A determination is made by the CRA Executive Director or designee, of the CRA that the top ranked Developer is unable to carry out negotiation in a timely manner; or
- 3) A determination is made by the CRA that negotiations with the top ranked Developer are at an impasse, then the CRA Executive Director, or designee of the CRA may turn to the next ranked Developer(s) to negotiate a Development Agreement.

The CRA reserves the right to shorten the time period for negotiations with the Developer, and at the sole discretion of the CRA to execute or not execute, as applicable, a contract with the Developer that is determined to be in the CRA's best interest. The CRA reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the CRA.

2.15 Unauthorized Work

The Successful firm/Developer or proposer(s) shall not begin work until a Development Agreement, Purchase and Sale Contract and other appropriate documents have been executed by the CRA and the contract awardee.

2.16 Damage to Public or Private Property/Safety

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the CRA.

The Developer shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

Proposers are responsible for ensuring compliance with State, County, City laws and regulations and other applicable codes, with respects to construction, operation and maintenance of the Property.

2.17 Uncontrollable Circumstances ("Force Majeure")

The CRA and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

2.17.1 The non-performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

2.17.2 The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

2.17.3 No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

2.17.4 The non-performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the CRA may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

2.18 Canadian Companies

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City and CRA may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's and CRA's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

2.19 News Releases/Publicity

News releases, publicity releases, or advertisements relating to this contract, or the tasks or projects associated with the project shall not be made without prior CRA approval.

2.20 Contract Period

The contract term shall commence upon date of award by the CRA or upon full execution of the Development Agreement, whichever is later, and shall expire as provided in the Development Agreement. The CRA reserves the right to extend the contract providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the CRA.

2.21 Contract Coordinator

The CRA may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Developer.

2.22 Ownership of Work

The CRA shall have full ownership and the right to copyright, otherwise limit, reproduce, modify, sell, or use all the work or product produced under this contract without payment of any royalties or fees to the Developer.

END OF SECTION

SECTION III - SCOPE OF SERVICES

3.1 Purpose:

The purpose of this solicitation is to further the implementation of the Community Redevelopment Plan for the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA) by providing for the conveyance of certain lots owned by the Fort Lauderdale Community Redevelopment Agency (CRA) to the selected Developer for redevelopment; to remove conditions of slum and blight; increase the tax base; enhance the quality of life; improve the aesthetics and useful enjoyment of the redevelopment area; and promote the health, safety, morals and welfare of the residents of the NPF CRA and the City. The project shall be consistent with the Vision Statement found in Section 5.D. of the NPF CRA Community Redevelopment Plan entitled "Sistrunk Corridor Area Improvement Programs" and Section 5.K. "Other Property Acquisition and Disposition".

The CRA is a distinct legal entity created for the purpose of eliminating slum and blighted conditions within prescribed geographic boundaries and the NPF CRA is a distinct area created pursuant to Chapter 163, Part III Florida Statutes. The Board of Commissioners of the CRA is the City Commission of the City of Fort Lauderdale. The NPF CRA was created in 1995 pursuant to Chapter 163, Part III, Florida Statutes. The CRA is empowered through the Community Redevelopment Act to undertake a broad range of activities designed to eliminate slum and blighted conditions including the purchase and disposition of property and receive incremental ad valorem tax revenues from designated taxing authorities in order to fund its activities. The activities are conducted in accordance with the Community Redevelopment Plan for the NPF CRA approved by the City Commission on November 7, 1995, and was amended in 2001 by Resolution 01-86, in 2002 by Resolution 02-183, in 2013 by Resolution 12-137, in 2016 by Resolution 16-52 and in 2018 by Resolution 18-226. (**Attachment 1**).

3.2 Objective

The Fort Lauderdale Community Redevelopment Agency (CRA) is seeking proposals from qualified and experienced Proposers or other persons, entities or real estate developers for the purchase and redevelopment of vacant land owned by the CRA in the Northwest Progresso Flagler Heights Community Redevelopment Area (NPF CRA) that complies with and furthers the purposes of the NPF CRA Community Redevelopment Plan. The Developer is responsible for implementation of the entire project from planning, designing, development approvals and permitting, application and impact fees, arranging, managing, overseeing, coordinating, marketing, and administering the project, securing financing for the project and constructing and completing the entire project within 24 months in accordance with the terms, conditions, and specifications contained in this Request of Proposal (RFP) issued by the Fort Lauderdale CRA and the Development Agreement.

The intent of the CRA is to collaborate with private sector business, property owners, developers and others to expand the investment opportunities that implements the NPF CRA Community Redevelopment Plan and promotes the welfare of the residents, employees, property and business owners and other stakeholders within the CRA by encouraging development opportunities that removes blight, expands the tax base, creates jobs, enhances the urban environment and expands economic opportunities in the area. The fundamental goal is to position Sistrunk Boulevard as a mixed-use and commercial destination that not only serves the needs of the community, but also is attractive to visitors to the area. Redeveloped sites should help revitalize the once vibrant Sistrunk Boulevard corridor, highlighting it's historical and cultural heritage, promoting cultural tourism, arts and entertainment, adding new compatible uses such as dine in restaurants and active retail uses that help create an identifiable sense of place as it fosters housing and/or employment opportunities, improving quality of life, tourism, improving access, increasing availability to goods and services, and helps creating an environment that will attract other private investment capital.

The CRA is seeking proposals that demonstrate creativity addressing neighborhood compatibility, community benefit, economic impact, sustainability, street frontage, pedestrian activity, superior design, construction materials and features.

The CRA will require restrictive covenants in order to protect and preserve the integrity, environmental quality, community benefit and amenities of the development. The CRA owned lots will be conveyed in "As Is" condition, subject only to the terms and conditions for conveyance contained in the development agreement.

The information contained herein is intended to be a general guide for the Developer. The Developer is to use his/her expertise in generating a proposal that is most suitable to this development project. Upon selection, the Developer and the CRA will enter into an agreement with specified development terms and conditions.

3.3 Project Site

The Project Site is located between NW 7th Terrace and NW 8th Avenue fronting Sistrunk Boulevard and South of Sistrunk Boulevard fronting NW 7th Terrace and NW 8th Avenue. The CRA owns all lots within the Project Site. The real property is vacant land with the land use designation of Northwest Regional Activity Center. It is zoned a combination of Northwest Regional Activity Center Mixed Uses West (NWRAC MUw) and Residential Mid Rise Multi-family/Medium High Density district (RMM-25). The site will be conveyed to the selected Developer(s) as vacant lots in "As Is" condition. The Project Site is legally described as follows:

Parcel 1 (790 Sistrunk Boulevard and 538 NW 8th Avenue)

Lots 45, 46, 47, 48, 49, 50, 51 and Lot 52 less the North 16.30 feet of Lot 52, all in Block 15, NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 48, of the public records of Dade County, Florida.

AND also less the external portion of the 10 foot radius curve at the Northwest corner of said property being concave to the Southeast and tangent, a line 16.30 feet South of the North line of said Lot 52 and also being tangent to the West line of said Lot 51.

TOGETHER WITH:

The West on-half (W 1/2) of an alley lying East of and adjacent thereto, now vacated per City of Fort Lauderdale Ordinance No. 88-17,

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

(Parcel ID 5042-03-01-1850, 5042-03-01-1860, 5042-03-01-1870,
5042-03-01-1880 and 5042-03-01-1890)

Parcel 2 (547 NW 7th Terrace and 551 NW 7th Terrace) and
Parcel 3 (537 NW 7th Terrace)

Lot 1, 2, 3, 6, 7 and 8, Block 15, NORTH LAUDERDALE, according to the plat thereof, as recorded in Plat Book 1, Page 48 of the public records of Dade County, Florida, and the East one-half (E ½) of an alley lying West of and adjacent thereto said Lots 1, 2, 3, 6, 7, and 8, now vacated per City of Fort Lauderdale Ordinance No. 88-17, Less the North 16.30 feet of said Lot 1 for Right-of-Way.

CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA.

(Parcel ID 5042-03-01-1600, 5042-03-01-1610 and 5042-03-01-1630)

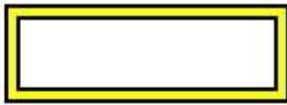
(Collectively the "**Property**")



Project Site

1. The Provident (new Class A retail space)
2. The Adderley Project. (3.7 acre 6 story \$103 million mixed use development under construction)
3. Shoppes on Arts Avenue Shopping Center
4. Six13 (new 6 story \$42 million apartment/mixed use development)
5. Sistrunk Market and Sistrunk Station (New 43,000 SF food hall, retail, event space, communal work-space, distillery, and brewery)
6. FAT Village (new 5.6 acre mixed use development under construction)
7. Regal Trace Apartments
8. US Post Office
9. Mt Olive Apartments (new 6 story apartment development under construction)
10. Approved Comfort Suites Hotel (new \$17 million six story hotel)
11. New \$36 Million 18 Story Hilton "Tru" and "Homes 2 Suites" Hotel
12. The Arcadian Project (3.4 acre 8 story, \$153 million mixed use development under construction)

LOCATION MAP



The Property

PROJECT SITE



Note: The Project Site includes a right of ingress and egress to Bi-Ads, Inc for the east ½ of the vacated alley adjacent to Lots 2 and 3 (ID 504203011610) on CRA Parcel 2 as recorded in Book 17076, Page 606 of the Public Records of Broward County Florida.

Developer shall make its own determination as to the impact of this right of access on the design and operation of the Project. This is the sole responsibility of the Developer

Parcel 1:

ID 5042 03 01 1850
ID 5042 03 01 1860
ID 5042 03 01 1870
ID 5042 03 01 1880
ID 5042 03 01 1890

Parcel 2:

ID 5042 03 01 1600
ID 5042 03 01 1610

Parcel 3:

ID 5042 03 01 1630



3.4 Appraised Value, History and Existing Documents

The Property is owned by the CRA and was appraised by American Realty Consultants as of October 5, 2021 (**Attachment 2**) as follows:

SUMMARY OF MARKET VALUE CONCLUSIONS					
PARCEL	ADDRESS	PROPERTY ID	SQUARE FEET	MARKET VALUE	
1			24,778	\$ 750,000.00	
	538 NW 8 Avenue	504203011850			
	790 Sistrunk Blvd		504203011860		
			504203011870		
			504203011880		
		504203011890			
2			7,925	\$ 225,000.00	
	551 NW 7 Terrace	504203011600			
	547 NW 7 Terrace	504203011610			
3			10,125	\$ 270,000.00	
	537 NW 7 Terrace	504203011630			
TOTAL			42,828	\$ 1,245,000.00	

Please refer to surveys by McLaughlin Engineering Company, for square footage and dimensions of parcels, attached as **Attachment 3**.

The Property was purchased by the CRA between 2003 and 2007 as an assemblage of five parcels at a total cost of \$190,131 including the purchase price, closing cost, environmental and demolition related charges. **The Market Value of the Property is \$1,245,000. The RFP requires that the Proposer submit a Purchase Offer for the entire Property as part of their proposal. See Property Purchase Offer Page (Section VI)**

When purchased by the CRA, Parcel 1 was vacant land except for a billboard sign on the property that was removed, Parcel 2 and Parcel 3 were also originally purchased by the CRA as vacant Land. All sites have since been cleared of vertical structures. Some foundation structures may still exist. All properties were purchased with Warranty Deeds, except for 547 NW 7 Terrace. There were Title Policies on all parcels secured at time of purchase.

Deeds and existing Title Policies for the sites are attached as **Attachment 4** for Parcel 1, **Attachment 5** for Parcel 2 and **Attachment 6** for Parcel 3. The original Environmental Assessments for the property when originally purchased by the CRA performed by MP Brown and Associates, Evans Environmental and Geosciences and Sphere Environmental Associates are attached as **Attachment 7** (Phase 1 dated April 2020, May 2003 and October 2006) and **Attachment 8** (Phase 2 dated June 2003). No current Environmental Assessments were secured by the CRA, and the property will be conveyed in "AS IS" condition. The Developer is responsible for their own due diligence and investigations. CRA makes no other representations or warranties as to the condition or status of the property and the Developer is not relying on any other representations or warranties of the CRA or any agent of the CRA. Developer acknowledges that neither the CRA nor any agent of the CRA has provided any other representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of as to, concerning or with respect to:

- a. The nature, quality or condition of the Property, including without limitation, the water, soil and geology.
- b. The income to be derived from the Property.
- c. The suitability of the Property for any and all activities and uses which the Developer may conduct thereon.
- d. The compliance of or by the Property or its operation with the laws, rules, ordinances or regulations of any applicable governmental authority or body.
- e. The habitability, merchantability or fitness for a particular purpose for the Property; or
- f. Any other matter with respect to the Property.

Without limiting the foregoing, CRA does not and has not made and specifically disclaims any other representation or warranty regarding the presence of any hazardous substances, as hereinafter defined at, on, or about the Property or the compliance or non-compliance of the Property with the laws, rules, regulations or orders regarding Hazardous Substances (collectively the "Hazardous Substance Laws"). The term "Hazardous Substances" shall mean and include those elements or compounds which are contained in the list of Hazardous Substances adopted by the United States Environmental Protection Agency and the list of toxic pollutants designated by Congress or the Environmental Protection Agency or under any hazardous Substance laws. Hazardous Substances shall also include Radon Gas. Developer further acknowledges that neither CRA nor any agent of the CRA has provided any representation or warranty with respect to the existence of asbestos or other Hazardous Substances on the Property.

3.5 Land Use and Zoning:

The Land Use designation of the Project Site is Northwest Regional Activity Center (NWRAC) and the Project Site is zoned a combination of Northwest Regional Activity Center Mixed Use west (NWRAC MUw) and Residential Multi-Family Midrise-Medium High Density (RMM-25).

ZONING SUMMARY			
	Parcel 1	Parcel 2	Parcel 3
Land Area - S.F.	24,778	7,925	10,125
Area-Acres	0.5688	0.1733	0.2324
Zoning	NWRAC-MUw	NWRAC-MUw	NWRAC-MUw
Size - S.F.	18,543	7,925	5,000
Zoning	RMM-25		RMM-25
Size - S.F.	6,325		5,125

3.5.1 The new NWRAC-MUw zoning district was created in 2014 by Ordinance No C-14-51 to help meet the vision and goals of the Community Redevelopment Plan for the CRA area to create a vibrant community with a successful mix of businesses and residential uses defined by walkable streets, quality buildings and an exceptional public realm experience. The new form-based code provides standardized dimensional requirements to achieve a consistent form of pedestrian oriented development in the area. It also provides for design standards. The Developer should fully familiarize themselves with the City’s Unified Land Development Regulations (ULDR) when submitting their proposal for the site.

3.5.2 The Developer is responsible for insuring compliance with the City and other applicable codes prior to construction. It is recommended that prior to submittal of the proposed project, the applicant visit the site and the City Planning and Design office and either meet with Planning staff for a preliminary review or file an application for a Pre- DRC review to determine the projects compliance with City’s code requirements and/or what approvals are needed and the process timeline for such approvals. The Developer is responsible for all costs of the application and all related cost. On June 20, 2017, The CRA Board of Commissioners by Motion authorized the CRA Executive Director or his designee to sign City of Fort Lauderdale Development Review Committee Applications for Community Redevelopment Agency property to allow for review of projects proposed by Developers on CRA owed property (**Attachment 9**). Signing a DRC application, as applicable, to allow for such review. It is not an endorsement of the proposed project, does not confer any rights to the Developer to the property and does not commit the CRA to the sale of the property.

3.6 Desired Timetable for Development:

It is the CRA's desire to negotiate and enter into a sale and development agreement with the top ranked Proposer within four (4) months of award of this RFP. It is assumed that all predevelopment approvals including site and development plan approvals and permitting, and commencement of the development will occur within six months from contract award. While the actual time may vary depending on the specific requirements unique to the project, it is assumed that the development will be fully completed within two years or less after execution of a development agreement.

3.7 CRA Incentive Programs:

The CRA has approved various incentive programs to assist in redevelopment in the CRA area. The last modification of the incentive programs was approved by Resolution by the CRA Board at their meeting of April 17, 2018 (Item CRA-1) (**Attachment 10**). Developers seeking CRA incentives as part of their project must submit a complete signed CRA incentive application when submitting your proposal for this RFP. The CRA is not recommending that the proposer rely on any of the CRA incentive programs for their project proposal, but rather the CRA is making Developers aware of the programs. A description of the CRA Incentive programs and their funding applications can be found on the CRA website at www.fortlauderdalecra.com.

END OF SECTION

SECTION IV – SUBMITTAL REQUIREMENTS

4.1 Instructions

- 4.1.1** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read the entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.2** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.3** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.4** All proposals will become the property of the CRA and the City. The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City and CRA shall permit public access to all documents, papers, letters, or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City or City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City and CRA shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. The CRA/City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and CRA and the City's and CRA's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City and CRA.

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 CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall:

1. Keep and maintain public records required by the City in order to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2018), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Reference to the City in this Section shall also be deemed to refer to and apply to the CRA.

- 4.1.5** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the firm.

4.2 Contents of the Proposal

The CRA deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Proposers are asked to make an effort to limit proposals be no more than 100 pages in one complete pdf document. The proposals should be organized, divided, and indexed into the sections indicated herein.

These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

4.2.1 Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

4.2.2 Executive Summary

Developer must submit a written, site-specific development proposal with an executive summary that summarizes the key elements of the proposal and how the project is responsive to the NPF CRA Community Redevelopment Plan and RFP.

4.2.3 Company Information

Provide a PDF of the **Active Status Page from Division of Corporations – Sunbiz.org** and detailed company information including at a minimum the following:

- a) Company address, phone number, fax number, E-Mail address, web site, contact person(s), federal tax Identification number (If applicable), etc. Description of the principal; business and activities of the firm. Include the number of years the firm has been in operation and any other names under which it operated. Whether the company qualifies as a local, minority or woman owned business (if applicable) person(s), etc.
- b) Minority/Women (M/WBE) Participation and opportunities for employment of residents.
- c) Background, experience and qualifications of key staff and principals.
- d) Names and addresses of general contractors, consultants and subcontractors that you plan to use for the Project, and background, experience and qualifications of all members of the development team.
- e) Proposed partnership/ownership and management structure of the Proposer. Indicate the business structure: corporation, partnership, limited liability company or other entity. Firm should be registered as a legal entity in the State of Florida. Provide a copy of the firm's certificate of corporation (if applicable); Proof that the Proposer is licensed in the State of Florida and Broward County.
- f) Relative size of the Proposer, including management, technical and support staff, and any other pertinent information shall be submitted.
- g) Proposed initiatives to provide employment opportunities to local residents (if applicable).
- h) References from vendors and /or companies doing business with your firm. Provide at least three references for projects with similar scope as listed in this RFP.
- i) Information should include:
 - o Client Name, address, contact person telephone and E-mail addresses.
 - o Description of work.
 - o Year the project was completed.
 - o Total cost of the project estimated and actual.
- j) Detailed company experience including a list of and description of projects of the same scale successfully completed. Indicate the firm's number of years of experience in development of projects of similar size and scope and your ability

- to meet timeline and other project requirements.
- k) State whether your project will qualify for and whether you will seek LEED or other industry recognized sustainability and energy efficiency building certifications for the project.

4.2.4 Community and Economic Benefits

Community Benefits is equitable development that includes development promises, actions and offerings that result in a direct benefit to the local community with the outcomes measured by their impact on the community. This may include affordable housing and workforce housing, permanent job opportunities in the form of local hiring from within the CRA boundaries and job training, educational opportunities for CRA residents, sustainability and environmental benefits, quality of life considerations such as improved lighting, safety, transportation and parking, greenspace, access and opportunities for healthy food options, improved cultural awareness, opportunities for art and local artist, facilities available for community use, sensitivities to surrounding uses, business that will best serve residents and resident needs with local businesses prioritized, rental rates for commercial tenants that are realistic and affordable for local, small businesses and startups and opportunities for CRA residents and local businesses to participate in the redevelopment process, build-out of commercial space by developers for small business and startups and other actions and opportunities that are responsive to community needs. Developers may propose to include additional properties including their own property and other properties available for redevelopment to expand the project footprint to increase the community and economic benefits of the project. Community Benefits that are measurable and documentable will be required in the Development Agreements with the selected Developer

4.2.5 Financial Information

- A. Demonstrated Proof of Financial Capacity: Demonstrated proof of Financial Capacity indicating the financial position of the Developer for the past three years including annual income statements prepared by an independent, licensed CPA, or for a newly formed entity, current income statements prepared by an independent CPA for all principals covering the past three years. Additional information shall include financial references, including the name of the bank, financial institution or individual used as a reference and their names and phone number.
- B. Proposed Financing Plan. The Proposed Financing Plan should describe all proposed sources of financing, probable conditions, equity injections, credit enhancement, debt coverage ratios and return on investment. It should be supported by a financial pro-forma which includes detailed development cost and source and use statement identifying all hard and soft cost, land cost, cost of construction, projected income, debt service, square foot cost and proposer's profit, a cash flow statement over a period of ten years including all assumptions, showing income, expenses, net operating income, debt service and cash flow, funding commitments letters, type of security for completion of the development, guarantees and bonding capacity, public subsidies and incentives requested; major tenant commitments provided on their letter head and signed by a representative who is authorized to contractually bind the tenant.
- C. A description of the financial involvement of the CRA, if any. **If you are requesting CRA financial assistance for the project from its incentive programs, a complete CRA Incentive program application is required when you submit your RFP Proposal. Failure to submit a CRA Incentive program application by the Submission Date of this RFP will be interpreted that NO CRA incentive are being**

requested for the Project. A description of the CRA Incentive programs and their funding applications can be found on the CRA website at: www.fortlauderdalecra.com under **Services – CRA Incentive Programs.**

D. THE PROPOSED PURCHASE OFFER FOR THE PROPERTY (See Section VI)

E. A summary of the economic impacts of the project including but not limited to project tax increment revenues.

4.2.6 Project Plans and Information

- A. A site specific, Conceptual Site Plan and a determination of what regulatory approvals may be required to construct the project, and whether rezoning is required.
- B. Conceptual Landscape plan and a summary of how the landscape plan exceeds minimum requirements.
- C. Floor plans, with square footage and dimensions.
- D. Front, side and rear elevations with dimensions.
- E. Parking and Calculations
- F. Anticipated off-site public improvements required for your project.
- G. Detailed list of all sustainable and energy efficiency features and whether the project will qualify for Leadership in Energy and Environmental Design (LEED) Certification by USGBC.
- H. Type of construction and cost of improvements.
- I. Proposed initiatives to provide employment opportunities for CRA residents, number of Full Time Equivalent (FTE) Jobs, job positions and projected salaries.
- J. Narrative Marketing Plan providing a detailed description on how the Developer intends to market the Project and proposed strategy to achieve economic viability (as applicable).
- K. A projected Timetable for Development indicating the major milestones and activities that will take place through project completion. It is the desire of the CRA to have the project completed without delays and in a timely manner.
- L. **High quality graphic perspective/views** that realistically depict the project at street level.
- M. A detailed narrative and list of all measurable **Community and Economic Benefits and Impacts** that will be achieved as a result of the Project.

4.2.7 For Projects that include a Residential Element

Whether the units are for sale or rental, purchase price, rental rates, size of units bedroom mix, standard features, affordability, density, target population and parking per unit. For affordable and workforce housing projects, include affordability period, services and amenities.

4.2.8 For Projects that include a Commercial – Retail or Office Element

Provide Letters of intent from prospective tenants (if applicable) and state the proposed leasing rates. Commercial leasing rates must demonstrate that they are affordable to small businesses and start-ups to minimize vacant, unrented retail space at the Property once constructed and offer maximum opportunities for small businesses to participate in the redevelopment process. Also, provide information on whether you will assist retail tenants with the buildout of their proposed space.

4.2.9 Minority/Women (M/WBE) Participation

If your Proposer is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your Proposer is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting MBE/WBE procurement goals under Florida Statutes 287.09451.

4.2.10 All proposal submissions and material become the property of the City and CRA public record and shall not be returned

END OF SECTION

SECTION V – EVALUATION AND AWARD

5.1 Intent

It is the intent of the CRA to select a Developer who submits a development proposal where:

- 5.1.1** The proposed Project is in the best interest and in furtherance of the purposes of the Community Redevelopment Plan and Vision Statement for the area in the Redevelopment Plan; provides Community Benefits, Economic Impact and is most responsive to the requirements of the RFP; and
- 5.1.2** The Developer demonstrates the financial capacity, development experience, qualifications and ability best suited to carry out the proposal; and
- 5.1.3** The Conceptual Project Plans demonstrate sustainability, superior design, construction and features; and
- 5.1.4** The proposed Project does not require significant CRA financial resources, as reflected in the Developer's Purchase Offer made for the Property and CRA development incentives requested by the Developer.

All four evaluation criteria will have equal weight. Proposal must address the evaluation criteria of the RFP.

Developers whose uses may be considered by the Broward County Property Appraiser to be tax exempt from ad valorem (property) taxes, may be required to enter into an agreement with the City of Fort Lauderdale for payment in lieu of taxes of tax revenues that would have been generated by the Project.

The proposals will be reviewed by CRA staff for completeness. City and CRA staff have the right to reject any and all proposals and has the right to determine if material/information submitted is acceptable or if information not submitted allows the proposal to be deemed sufficient. Proposals that do not include all the information and materials requested may be deemed non-responsive. CRA reserves the right to accept or reject any and all proposals, either in whole or in part with or without cause, waive any technicalities or irregularities of any proposals, cancel this request for proposals, and to make the award in the best interest of the CRA, subject to approval of the CRA Board of Commissioners

5.2 Evaluation Procedure

5.2.1 Evaluation of Proposals

Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members that may include one member of Northwest Progresso Flagler Heights (NPF) CRA Advisory Board, and other persons selected by the Executive Director or his designee. All Evaluation Committee members must be present at scheduled evaluation meetings.

5.2.2 The Committee may short list Proposals, that it deems best satisfy the weighted

criteria set forth herein. The Committee may also conduct interviews and/or require oral presentations from the Proposers as it deems necessary in their evaluation of Proposals. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

5.2.3 The CRA may require visits to the Proposer’s facilities to inspect record keeping procedures, staff, facilities, and equipment as part of the evaluation process.

The CRA Executive Director will bring the recommendation of the Evaluation Committee to the CRA Board of Commissioners (CRA Board) for consideration of contract award. Additional presentations may be required before the Northwest Progresso Flagler Heights CRA Advisory Board for their review and recommendation to the CRA Board. The Developer of the top ranked proposal so selected by the CRA Board will have the right to negotiate directly with the Executive Director of the CRA or his designee for the purpose of entering into a Development Agreement with the CRA. The CRA reserves the right to terminate negotiations and then negotiate with the next ranked Developer if satisfactory progress toward an agreement is not being achieved. The selected Developer will be required to enter into a development agreement with the CRA that may include, but not be limited to restrictions on use and structures, conditions for conveyance of property by the CRA, insurance, indemnification, guarantees for completion of project and other conditions that are in the best interest of the public and the CRA. The CRA Board also reserves the right to reject all proposals.

5.2.4 Evaluation Criteria

The CRA uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm a number 1, the second ranked firm a number 2, and so on. The City shall multiply that average ranking by the weighted criterion identified herein to determine the total points for each proposer. The lowest average final ranking score will determine the recommendation by the Evaluation Committee to the CRA Executive Director.

5.3. Weighted Criteria

The proposed Project is in the best interest and in furtherance of the purposes of the Community Redevelopment Plan and Vision Statement for the area in the Redevelopment Plan; provides Community Benefits, Economic Impact and is most responsive to the requirements of the RFP; and	25%
The Developer demonstrates the financial capacity, development experience, qualifications and ability best suited to carry out the proposal.	25%
The Conceptual Project Plans demonstrate sustainability, superior design, construction and features.	25%

The Proposed Project does not require significant CRA financial resources, as reflected in the Developer's Purchase Offer made for the Property and CRA development incentives requested by the Developer	25%
TOTAL PERCENT AVAILABLE:	100%

5.4 Contract Award

The CRA reserves the right to award a contract to that Developer who will best serve the interest of the CRA. The CRA reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The CRA also reserves the right to waive minor irregularities or variations of the submittal requirements and RFP process.

END OF SECTION

SECTION VI – PROPERTY PURCHASE OFFER PAGE (To be submitted with RFP Proposal)

Developer Name:

Developer agrees to purchase the Properties at the below stated price in accordance with the terms, conditions, and specifications in this RFP.

The Developer acknowledges and understands the Florida Statutes, Section 163.380(2), Community Redevelopment Act which states, if the CRA Property is disposed of for less than fair value, such disposition shall require approval of the governing body, such approval may only be given following a duly noticed public hearing. If the Developer is offering less than the appraised value of the property, the Developer must submit pertinent data and analysis, with their proposal, outlining how the proposed Purchase offer was determined.

The Developer's Purchase offer must include the entire property consisting of Parcel 1, Parcel 2 and Parcel 3.

Purchase Offer for Property \$ _____

CRA Financial Resources (If Required) \$ _____

Submitted by:

Name (printed)

Signature

Date

Title