

10/27/2015



# Lauderdale Lakes

LIFE IN FULL COLOR

## REQUEST FOR QUALIFICATIONS AND PROPOSALS (RFQ/P) CITY OF LAUDERDALE LAKES COMMUNITY REDEVELOPMENT AGENCY (CRA) COMMERCE PARK

Request for Qualifications/Proposals # 15-02-CRA

RFQ/P Issue Date: November 13, 2015

RFQ/P Closing Date and Time: December 14, 2015 @ 2:00 PM

### PRE-PROPOSAL CONFERENCE:

Day: Monday  
Date: 11/30/2015  
Time: 9:00 AM

City Hall: Alphonso Gereffi Room  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, FL., 33319

### RFQ INFORMATION

Release Date: 11/13/2015

Submittal Deadline: 12/14/2015 (Due by 2:00 P.M.)

Contract Submittal/Proposer Registry (\*\$1,000 Proposer Registry Fee required)

CRA Executive Director, J. Gary Rogers  
City of Lauderdale Lakes Community Redevelopment Agency  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, Florida 33319  
[igaryr@lauderdalelakes.org](mailto:igaryr@lauderdalelakes.org)

Phone: (954) 535-2492

RFQ/P Document-Exhibit link @ CRA: <http://fl-lauderdalelakes.civicplus.com/171/Community-Redevelopment-Agency>

### Proposer Registry Name/Number:

(\*Proposer Registry Number to be assigned by CRA staff upon payment of Proposer Registry Fee)

Proposer/Agent Name: \_\_\_\_\_ Number: \_\_\_\_\_

Proposer/Agent Signature and Date: \_\_\_\_\_ E-mail \_\_\_\_\_ Date: \_\_\_\_\_

**PROPOSAL PACKAGES MUST BE ADDRESSED AS FOLLOWS AND BE DELIVERED TO THE FOLLOWING ADDRESS PRIOR TO THE CLOSING DATE AND TIME:**

**COMMUNITY REDEVELOPMENT AGENCY OF LAUDERDALE LAKES  
C/O THE CITY OF LAUDERDALE LAKES**

**ATTN: J. Gary Rogers**

**4300 NW 36<sup>TH</sup> STREET**

**LAUDERDALE LAKES, FLORIDA 33319-5599**

**RFQ Name: Commerce Park Master Developer Services #15-02-CRA**

**PROPOSAL PACKAGES SENT BY FACSIMILE WILL NOT BE ACCEPTED.**

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RFQ/P - Exhibit Link: <http://fl-lauderdalelakes.civicplus.com/171/Community-Redevelopment-Agency>

## **INTRODUCTION**

The attached request for Qualifications/Proposals is for Master Developer Services to for the development of 23 acres of vacant land, Commonly known as the Commerce Park property owned by the City of Lauderdale Lakes Community Redevelopment Agency (CRA) that may include a mix of private development types based upon market trends and developer investment preferences.

The project site is currently owned by the Community Redevelopment Agency of Lauderdale Lakes and the successful proposer will be expected to purchase the 23-acre gross (19-acre net) site as part of the development package.

The Request for Qualifications/Proposal is a two-step format.

Step one (1) is the provision of a qualifications statement. The respondent/s determined to be the best qualified to perform the services may be requested to make oral presentations to the selection committee and the Board of Directors of the Lauderdale Lakes Community Redevelopment Agency. All firms will then be ranked from the highest to the lowest ranked firms. The number 1 ranked firm will then proceed to Step 2.

Step two (2) is the production of a Conceptual Master Plan and the execution of a Developer Agreement defining the financial arrangement between the City and the Master Developer, and to designate mutual roles and responsibilities. Said Agreement will be negotiated with the Selected Development Team selected by the CRA Board of Directors.

**Section 1 – SUBMITTAL INSTRUCTIONS**

**1.1 AVAILABILITY OF REQUEST FOR QUALIFICATIONS/PROPOSAL:**

Copies of this Solicitation package may be obtained from the Community Redevelopment Agency office located at 4300 NW 36<sup>th</sup> Street, Lauderdale Lakes, FL 33319 for a **non-refundable fee** of One Thousand (\$1,000.00) Dollars via certified check, company check or money order payable to the City of Lauderdale Lakes Community Redevelopment Agency. To purchase the Solicitation package, please contact the office of the CRA to arrange for pick-up and assignment of Proposer Registry Number at the address and telephone listed below:

**City of Lauderdale Lakes  
Attn: J. Gary Rogers  
4300 NW 36<sup>th</sup> Street  
Lauderdale Lakes, Florida 33319  
Tel: (954) 535-2492**

Proposers who obtain copies of this Solicitation from sources other than the City’s CRA staff risk the potential of not receiving addendums, since their names will not be included on the list of firms participating in the process for this particular Solicitation. In addition, proposals submitted without prior payment and submittal of the required proposal fee will be rejected as non-responsive. Such Proposers are solely responsible for those risks.

**1.2 CONE OF SILENCE:**

Proposers are hereby notified that this Solicitation is subject to a “Cone of Silence.” From the time of advertising, and until the CRA Board of Directors approve an award, there is a prohibition on any communication by Proposers (or anyone on their behalf) with the City/CRA CRA Board members, advisory board members, or elected officials. This does not apply to oral communications at Pre-Qualifications/Proposal conferences, oral presentations before selection committees, contract negotiations, public presentations made to the CRA Board of Directors during any duly noticed public meeting, or communications in writing at any time with any City/CRA employee, official, or member of the CRA Board of Directors, on matters not concerning this Solicitation.

Any questions, explanations, or other information from Proposer(s) regarding the Solicitation may be submitted in writing to the City’s CRA Executive Director (section 1.8). Among other penalties, violation of these provisions by any particular Proposer shall cause their Offer to be deemed non-responsive, and any award to Proposer voidable at the discretion of the CRA.

**1.3 Responses to each Step of this Request for Qualifications/Proposal (RFP/P) submitted to The City of Lauderdale Lakes (hereinafter the “City”) will have the following information clearly marked on the face of the envelope:**

**COMMUNITY REDEVELOPMENT AGENCY OF LAUDERDALE LAKES  
C/O THE CITY OF LAUDERDALE LAKES  
ATTN: J. Gary Rogers  
4300 NW 36<sup>th</sup> STREET  
LAUDERDALE LAKES, FL 33319**

The lower left corner of the submittal envelope should be written as follows:

**RFQ/P No.: 15-02-CRA**

**RFQ/P Name: Commerce Park Master Developer Services**

- 1.4** All Step One (1), (RFQ/P's), must be submitted on 8 ½" by 11" paper, neatly typed on one side only, with normal margins and spacing. The original document package must not be bound, although, the document package copies should be individually bound. One (1) unbound one-sided original and fifteen (15) bound copies (**a total of sixteen 16**) of the complete submittal must be received by the closing date and time. The original and all copies must be submitted in a sealed envelope or container as indicated in Section 1.3.
- 1.5** Responses to both steps of the Solicitation must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a Statement of Qualifications/Proposal by a Proposer will be considered by the City as constituting an Offer by the Proposer to perform the required services.
- 1.6** Offers submitted at the same time for different development teams responding to this Request For Qualifications/Proposals shall be placed in separate envelopes and each envelope shall contain the information previously stated. Failure to comply with this requirement shall result in any such incorrectly packaged proposals not being considered.
- 1.6.1** THE RESPONSIBILITY FOR OBTAINING AND SUBMITTING AN OFFER TO THE CRA OFFICE ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE CITY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY REQUESTS FOR QUALIFICATIONS/PROPOSAL RECEIVED AFTER THE DATE AND TIME STATED IN THIS REQUEST FOR QUALIFICATIONS/PROPOSAL SHALL NOT BE OPENED AND SHALL NOT BE CONSIDERED. TELEGRAPHIC OR FACSIMILE QUALIFICATIONS/PROPOSALS SHALL NOT BE CONSIDERED.
- 1.7** Hand-carried Qualifications/Proposals may be delivered to the above address only between the hours of 8:00 AM and 5:00 PM, prior to the advertised closing time, Mondays through Fridays, excluding holidays observed by the City. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer wrapper or envelope used by such service.
- 1.8** **PRE-PROPOSAL CONFERENCE:**
- A Pre-Proposal conference has been scheduled for 9:00 a.m. Monday, November 30, 2015 in City Hall (Alphonso Gereffi Room) located at The City of Lauderdale Lakes, 4300 NW 36<sup>th</sup> Street, Lauderdale Lakes, Florida, 33319 to review the project requirements. Proposers are requested to inform the CRA's Executive Director of the number of persons expected to attend no later than 48 hours before the scheduled date. Any questions from the Proposer must be received, in writing, by the CRA's Executive Director not later than 11/23/2015 for discussion/review at the 11/30/2015 Pre-Proposal conference.

All questions should be submitted in a written format to be delivered to the CRA Office prior to 11/23/2015 via regular mail or via e-mail to:

City of Lauderdale Lakes  
Community Redevelopment Agency  
4300 NW 36<sup>th</sup> Street, Lauderdale Lakes, Florida 33319  
Attn: J. Gary Rogers – CRA Executive Director  
Tel: 954-535-2492  
Email: [jgary@lauderdalelakes.org](mailto:jgary@lauderdalelakes.org)

## **Section 2 - DEFINITIONS**

- 2.1 The term "City" shall refer to The City of Lauderdale Lakes, Florida.
- 2.2 The term "CRA" shall refer to the City of Lauderdale Lakes Community Redevelopment Agency.
- 2.3 The term "ULI" shall refer to the Urban Land Institute.
- 2.4. The term "Developer/Development Agreement" shall refer to any Contract/Agreement that may result from this Request For Qualifications/Proposals.
- 2.5 The term "Goods" shall refer to all materials and commodities that will be required to be provided by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.
- 2.6 The term "Greenfield" shall mean vacant land, or property that is not performing to market potential, with no evidence of contamination with hazardous materials.
- 2.7 The terms "Master Developer", "Developer" shall mean a business entity whose work product is the planning, financing, building, and managing of real property improvements, and whose experience includes directing sub-developers and/or multiple contractors.
- 2.8 The term "Community Redevelopment Agency office" shall refer to the office of the Executive Director of The City of Lauderdale Lakes Community Redevelopment Agency.
- 2.9 The term "Qualifications/Proposals" shall refer to any Offer(s) submitted in response to this Request For Qualifications/Proposals.
- 2.10 The term "Principal Partner" shall refer to any/all parties who will be listed as participants in the development team of the Proposer seeking designation as the Master Developer for the project described herein to include: all Legal partners, the project architect, project engineer and other individuals/firms and sub-consultants who provide qualifications to enhance the competitiveness of the Proposer's submission of qualifications for the project.
- 2.11 The term "Proposer" shall refer to anyone submitting a Qualifications/Proposal in response to this Request For Qualifications/Proposal.
- 2.12 The terms "Provider", or "Successful Proposer" shall refer to the Proposer receiving an award as a result of this Request For Qualifications/Proposal.
- 2.13 The terms "Request For Qualifications/Proposal", "RFQ/P", or "Solicitation" shall mean this Request For Qualifications/Proposal including all Exhibits and Attachments as approved by the City/CRA, and addendums or change orders issued by the Community Redevelopment Agency.
- 2.14 The terms "Development Team Member, Subcontractor, Subdeveloper, and Subconsultant" shall refer to any person, firm, entity, or organization, other than the employees of the Successful Proposer, who contract with the Successful Proposer to furnish labor, or labor and materials, in connection with the Work or Services to the City/CRA, whether directly or indirectly, on behalf of the Successful Proposer.



- 2.15 The terms "Work", "Services", "Program", "Project", or "Engagement" shall refer to all matters that will be required to be done by the Successful Proposer in accordance with the Scope of Work, and the Terms and Conditions of this Solicitation.
- 2.16 The terms "evaluation/selection committee", shall refer to: CRA Board, City staff and or outside Consultant's assigned to evaluate the submitted proposals.
- 2.17 The terms "Walkable/Walkability", shall refer to a measure of how friendly an area is for walking. Factors influencing walkability include the presence or absence of high quality sidewalks or other pedestrian rights-of-way, traffic and road conditions, land use patterns, building accessibility and safety, among others.
- 2.18 The terms "Market Data/Market Demand", shall refer to data utilized by proposers to support/document area market demand for any/all proposed land use types relative to development activity proposed.
- 2.19 The Terms "Conceptual Site Plan", shall refer to the development and submittal of a concept plan for all of the 23 acre Commerce Park property.

## **Section 3 - SCOPE OF WORK**

### **3.1 PURPOSE**

The City of Lauderdale Lakes' Community Redevelopment Agency (CRA) is seeking a highly experienced design/development/build team to plan, design, finance, build and market the Commerce Park property meeting documented area market demand that may be mixed-use, commercial, residential and/or other property types supported by market demand. As conceived, the development may contain mixed-use/New Urban elements and will be developed on approximately 23 acres of prime, public agency-owned property centrally located in Broward County, Florida.

NOTE: The area market data sources provided herein, and listed below, and/or other published, or proprietary data independently obtained by proposers shall be used to support each type of propose development within the Technical Response to this RFQ/P  
Exhibit D - Social Compact - Neighborhood Market Drilldown Report and  
Exhibit E - Pitney Bowes – Retail Market Analysis Report

The Commerce Park property will be developed within the context of the adopted 2014 CRA Plan Update (Exhibit A - Attached hereto) created on behalf of the CRA by the Treasure Coast Regional Planning Council (TCRPC) taking into consideration the strengthening National and Regional market for a high quality and “walkable” development. The area will be developed in a design consistent with the preferences expressed by the citizens and elected officials of the City of Lauderdale Lakes through a community planning Charrette completed in 2003 by TCRPC (Exhibit F - Attached hereto), and the 2015 Urban Land Institute - Technical Advisory Panel Report (Exhibit C - Attached hereto) Report.

The CRA as owner of the property described above and herein serves as the development agency for the City of Lauderdale Lakes. Through the development of CRA owned property, the CRA seeks to serve as a catalyst for the creation of a vibrant and valuable community asset to serve documented local needs and as a regional destination. This site, which is approximately 23 acres in size and privately owned at the present time, is planned to become a high quality, aesthetically pleasing economic development project situated at the eastern Gateway into the City of Lauderdale Lakes.

The privately owned five-acre tract of vacant land adjacent to the CRA site, would make a favorable addition to the CRA property to create a premiere development of commercial and mixed-use with potential for: office space, apartments, town homes, and live/work units.

Although the CRA does not currently own this property, it will consider plans that incorporate adjacent properties into an overall development scheme, within the context of the City of Lauderdale Lakes and the central Broward County area and consistent with the adopted CRA Plan.

A primary goal of the City and the CRA is to provide a high quality infill redevelopment project that is attractive to: businesses, employees, residents and entrepreneurs. A complimentary goal is the creation of a new and dynamic development that will enhance the City's quality of life and help brand the City of Lauderdale Lakes as a forward-looking, desirable community in which to live, work and play. Another important goal of the City and the CRA is to attract a development that is fiscally positive for the City, both in the short and long term. The third goal is to link development of the CRA property with a larger vision for the City of Lauderdale Lakes as defined through the: 2014 CRA Plan Update (Exhibit-A), the 2015 ULI-TAP Report (Exhibit-C) and 2003 CRA Charrette (Exhibit-F)

## **3.2 BACKGROUND**

### **CRA 22.76-acre Commerce Park Parcel**

**3200 West Oakland Park Boulevard @ NW 31<sup>st</sup> Ave.**



The subject site of this Request for Qualifications (RFQ) is a 23-acre property purchased by the City of Lauderdale Lakes in 2010 and for commercial redevelopment under the auspices of the CRA. The site is located in the central-eastern area of the City and of Broward County on

the south side of Oakland Park Boulevard approximately one mile east of U.S.441/State Road 7.

The property is bounded by NW 31<sup>st</sup>. Street on the east and Somerset Drive (Owned by the CRA and included in this RFQ/P) on the west, and Somerset Condominiums to the south.

Broward County Property Appraisers Office Folio Numbers for the Commerce Park site:

- 4942 30 12 0010
- 4942 30 19 0030
- 4942 30 19 0020
- 4942 30 12 0020

A total of three acres of the CRA owned twenty three acre property are developed as Somerset Drive providing 600 ft. of roadway frontage on the west edge of the property. The existing roadway improvements were originally constructed by the developers of the Somerset Condominium property under an access easement in favor of the Somerset development. Whether the Somerset Drive area is ultimately owned by the City, the CRA, or the development entity will be addressed within a Development Agreement with the CRA and the selected development team and protected by a permanent easement to assure public use/access and to control future maintenance of the site.

In 2010 the CRA utilized a Line of Credit with SunTrust Bank to acquire the subject property and today has an outstanding existing debt of approximately \$5,000,000 from this borrowing.

The appraised value of the property was established at \$4,712,000 through an October 2014 Appraisal obtained by the CRA.

NOTE: The gross area of the property totals 991,236 square feet and includes approximately 123,108 square feet of improved roadway access known as Somerset Drive which cannot be developed. Accordingly, the appraised value of \$4,712,000 is based upon a net land area of 868,128 square feet, or 19.93 acres of developable land.

It is the intent of the CRA to recover funds expended for the acquisition of the site through negotiations with the selected developer and through the eventual sale of the property, consistent with Florida Statute 163.380, for development through the execution of a binding development agreement.

### **History**

The CRA acquired the site through response to a foreclosure action against a 2005 \$15,000,000 site acquisition loan to the Tarragon Corporation. Shortly after purchasing the subject property in 2010, the City of Lauderdale Lakes solicited a proposal specifically for commercial development of the Commerce Park property and selected the Trammell Crow Company to take charge of marketing and development of the property in 2012 under an Option Agreement (O.A.). That agreement was terminated by the CRA Board of Directors on Tuesday, June 19, 2015.



Subsequently, the CRA has reached the decision to sell the property for a potential mix of development types “Mixed-use” through this solicitation of competitive development proposals from qualified and experienced developers rather than rely upon a third party for marketing and development in the emerging market following the findings and recommendations contained in the recently completed ULI-TAP report attached hereto as Exhibit C.

NOTE: At pages 11 and 12 of Exhibit C ULI-TAP report, under Legal Framework, information is provided which is no longer binding upon the CRA following the recent termination of the Trammell Crow Co. Option Agreement with the CRA. Correspondingly, the referenced self-storage facility proposed purchase is no longer applicable to the development or sale of the property at this time.

### **Market Report/Demand**

Proposers responding to this RFQ/P are advised of the obligation to provide market data supporting the area demand for any and all types of development proposed by linking proposed site development strategies to data contained in Exhibit D – Social Compact Neighborhood Market Drilldown Report, Exhibit E - Pitney Bowes - Retail Market Analysis Report and/or independently developed or published area and development type/sector market demand data for all development types contained within the proposed project.

### **Conceptual Site Plan**

Proposers are required to submit a conceptual site plan indicating the type, density and location of all forms of development activity proposed for the entire Commerce Park property.

## **3.3 The Community Design Charrette**



(Images from the TCRPC Charrette report)

Lauderdale Lakes is less than four square miles in size and has a diverse population consisting of approximately 32,000 people from nations all across the globe. The city was incorporated in 1961 and was developed as suburbs of the City of Ft. Lauderdale as growth expanded westward in the 1960's and 70's.

In 2003, the CRA contracted with TCRPC to conduct a community based planning initiative, or a design Charrette. The end product of the Charrette is the U.S.441 Corridor and CRA Charrette attached hereto as Exhibit G to this Request For Qualifications/Proposals.

The City of Lauderdale Lakes has, through the CRA developed urban design and planning standards to encourage new and infill development to reflect identifiable architectural character to establish a recognizable urban development pattern. The City does not presently have a “Downtown” however; architectural and urban design guidelines have been established in local codes to facilitate the creation of a “Downtown” as defined in the Community Design Charrette and subsequent Town Center Plan.

In 2003, the CRA Board, recognizing the increasingly strong regional real estate market, defined the need to respond to changes occurring within the community by undertaking an effort to create a plan for the future of commercial corridors in the City of Lauderdale Lakes. There was also clear recognition of the growing congestion faced by commuters in the South Florida region as a call for change in the character of commercial areas of the City of Lauderdale Lakes.

The Charrette was proposed as a method for the identification of community preferences, capturing strengthening market forces and the formulation of a plan to address the growing consumer appetite for a mixed-use community character. In response to the residents expressed desire to plan for the future, the CRA reached the decision to create a master plan to guide the transition of the City’s commercial corridors away from a strip-mall character and to develop a vision for a Town Center where residents and visitors could shop, work and be entertained without the necessity of multiple vehicular trips.

The implementation of the recommendations and designs within the Charrette report continues to provide long term benefits to the community by creating the opportunity to redevelop underutilized and aging commercial sites to create a cohesive community that is a regionally recognized and memorable place for the enjoyment of New Urban lifestyles and amenities.

The vision for a revitalized City and Town Center to serve the citizens of Lauderdale Lakes and central Broward County has been defined through the work of the CRA and TCRPC. The Town Center Plan was developed by TCRPC and guided by public participation. The plan enjoys strong support among citizens, business owners, local and regional elected officials.

Various conceptual development strategies for the CRA Commerce Park property were crafted to take advantage of the strong regional market for developable land in the City with various redevelopment concepts explored within the final document including redevelopment as Mixed-use walkable community.

The Urban Land institute –Technical Advisory Report explores the prospects for Mixed-Use redevelopment as market forces continue an upward cycle Nationwide and in the South Florida Region. Development strategies have been generated to guide the redevelopment of the Commerce Park site which are crafted to reflect the highest and best use for the property and to generate a strategy to promote long-term benefits to the community and tax base of the City of Lauderdale Lakes.

The development scenarios and strategies recommended by the Charrette study and the ULI-TAC report served as opportunities for the citizens and Elected Officials to prioritize quality commercial/residential or mixed-use growth as the recommended development objective for the CRA owned property. The TCRPC Charrette report and the ULI-TAP report were both presented to the public in community workshops. The City Commission and the CRA have taken these reports under advisement and as general citizen consensus for the type of investment and redevelopment being sought through this RFQ/P.

While the CRA does not consider the specific concepts presented in these reports to be binding, or even indicative of the end product that the CRA will require, the information contained in the reports will be useful to RFQ/P responders in understanding the general design, development and marketing objectives for development of CRA owned lands. However all development must be consistent with the adopted CRA Plan per Florida Statute 163.380.

NOTE: A copy of the City of Lauderdale Lakes U.S. 441 Corridor and CRA Charrette report or, "Town Center Plan" is attached hereto as Exhibit F: The ULI - TAP report is attached hereto as Exhibit C. The CRA Plan is provided as Exhibit A.

### **3.4 LAND USE AND ZONING:**

At the present time the subject site is zoned B-2 for commercial use on the City's zoning map. The proposed development of the site (or a portion thereof) as a residential community may be accommodated through the use of Residential Flexibility and Reserve Flexibility units as authorized by the Broward County Comprehensive Plan. The City has a current inventory of approximately 600 flexibility and reserve units which could potentially be allocated to the Commerce Park site by the City of Lauderdale Lakes.

The site may also be eligible for designation as a Regional Activity Center, or a Local Activity Center under the Broward County Land Use Regulations, subject to the approval of the City of Lauderdale Lakes and Broward County.

The rezoning of the subject site and any change to the designated Future Land Use and/or Zoning standards of the property will proceed following the designation of a site developer and the completion of a development plan defining the specific land uses to be built within the project. A cooperative effort to change the Land Use and Zoning of the subject site will be an effort which is undertaken in cooperation with the designated developer for the property reflecting the uses and developmental pattern defined in the Development Agreement which will be negotiated with the selected site developer.

NOTE: The use and availability of Flexibility and Flex Reserve units, and/or any proposal for a change in the approved Land Use of the subject site, will be subject to the approval of the Lauderdale Lakes City Commission and the Broward County Planning Council.

### **3.5 SITE AND AREA INFRASTRUCTURE CAPACITY:**

The CRA property is centrally located in Broward County, Florida. The Florida Turnpike, located approximately two miles to the west, serves to provide the property with regional access. Interstate 95 also provides the site with regional access and is located less than three miles to the east of the site. The intersection of Oakland Park Boulevard and U.S. 441/S.R.7 (the second-busiest intersection in Broward County) is just 1/2 of a mile to the west of the site and these two corridors provide excellent local and regional linkage for vehicular travel and public transit services within Broward County.

The electrical service to the site is provided by Florida Power and Light (FP&L) and it has been confirmed that sufficient supply/capacity is available to support the redevelopment of the CRA property as envisioned. FP&L also has a major regional sub-station approximately ¼ mile to the west that serves central Broward County and the project area.

The CRA will partner with the selected developer to evaluate the preferred conceptual development plan for the site to determine the adequacy of required infrastructure including: water, sewer, and drainage following the successful conclusion of the RFQ/P process prior to the execution of the Development Agreement.

### **3.6 THE REGIONAL PERSPECTIVE:**

Broward County is nearly out of land suitable for new development to accommodate the continuing growth of the area's population and the re-emerging real estate market demand. As a consequence, a regional effort is underway at this time to define appropriate locations and strategies for the redevelopment of underutilized sites within the greater urban County.

Another million or more people are expected to move to Broward County in the next twenty years according to projections. In anticipation of increased population, and from recognition that the limited amount of available land for development has almost been entirely depleted support the recommendation that the centrally located Commerce Park property is prime for new development.

In recognition of the regional need for local and countywide regulations that will encourage the redevelopment of existing sites for high density, Mixed-uses, the City of Lauderdale Lakes has developed a Model Land Development Code and Future Land use Category to support the overall vision/development strategies envisioned in the Charrette document.

The development of the Bella Vista mixed-use project (located just ¼ mile to the west of the Commerce Park site) was also once owned by the CRA and developed through a RFQ/P process. The agreement between the selected development team and the CRA led to the establishment of a Mixed-use Traditional Neighborhood Development - Planned Unit Development (TND-PUD) zoning designation for the site in cooperation with the City and Broward County. It is anticipated that this process may be required to facilitate a mixed-use development concept for the Commerce Park site and all parties are prepared to modify, or amend, existing zoning standards to facilitate the plans of the selected site development team and CRA Board.

It is anticipated that the selected developer of the CRA property will become an important member in the on-going effort to define appropriate regulations that will guide the development of the Commerce Park and other property throughout the City.

The City of Lauderdale Lakes is proud to have provided direction for the future of the City and is dedicated to bringing every available resource to bear in order to move the Commerce Park property forward to development in cooperation with the selected site development team.

### **3.7 SCOPE OF PERFORMANCE:**

3.7.1 The design/develop/build team that is selected through the RFQ/P will be expected to perform the following, **after** being selected to develop the CRA property:

*Present a detailed development plan to the CRA.* This plan will form the basis for subsequent development of the CRA owned property. The developer needs to consider



that the plan will have to meet with broad resident approval to gain final acceptance by the CRA. Therefore, the developer should be prepared to meet with resident groups in the development of the final site development plan. Reference page 40 Step Two (2) Section 11.2.2

- 3.7.2 See Section 7, Technical response for technical response submission requirement (reference page 29-30).

#### **Section 4 – QUALIFICATIONS SUBMITTAL PACKAGE-GENERAL INFORMATION**

Inside the cover of the Submittal Package, include a brief Letter of Transmittal. Be specific. Why do you want to secure developer designation for the subject project? Many times a project has a special significance to you that we may not know unless you tell us. Are there special circumstances the evaluators should know? Specifically the proposer must link the all elements of the project proposal to the adopted CRA Plan. The Letter of Transmittal should not exceed two pages.

- 4.1 Failure to respond to all of the questions in the Qualifications Package may result in the submittal being considered non-responsive. In order for the CRA to make a determination of qualifications, a complete package must be submitted.

To obtain the best possible score it is important that the Key Staffing section and Experience portions of the Package specifically address the advertised major area/classes of work, and any special requirements that may be listed. **Do not submit resumes in lieu of completing these forms.** Substitution of resumes in lieu of the Key Staffing and Experience portions of the RFQ/P shall cause the submission to be rejected as non-responsive.

- 4.2 The CRA anticipates awarding only one contract. However, it reserves the right to award more than one contract if it is deemed to be in the best interest of the CRA. The CRA also reserves the right to reject any and all Submittals. With all factors considered, awards will be made to respondent(s) whose Submittals are deemed, in the sole discretion of the CRA, to best serve the public interest of the CRA and furthermore of the goals and objectives of the adopted CRA plan pursuant to F.S. 163 Part III.
- 4.3 Neither the CRA nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFQ/P. All expenses in the preparation of this RFQ/P are the sole responsibility of the Proposer. All Submittals should be prepared to provide a straightforward and concise description of the respondents' qualifications and ability to meet the requirements of the RFQ/P.

- 4.4 Inquiries concerning this Submittal should be made in writing and directed as follows:

Mr. J. Gary Rogers -  
Executive Director  
Lauderdale Lakes CRA  
4300 NW 36<sup>th</sup> Street

Lauderdale Lakes, FL 33319  
Phone: 954-535-2492  
Email: [lgaryr@lauderdalelakes.org](mailto:lgaryr@lauderdalelakes.org)

4.5 The CRA may act only through the CRA Board of Directors. The proposer may not rely on any representations by the CRA other than as approved by official action of the CRA Board of Directors.

4.6 The Proposal Package (or sections thereof) of the successful respondent(s) shall be incorporated in any Contract that ensues.

4.7 Any Development Agreement resulting from this RFQ/P shall be governed by the laws of the State of Florida. The selected Developer will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.

4.8 Since proposing firm's ratings shall be based on the criteria set forth in this RFQ/P, it is vital that the instructions contained in Section "5", Instructions, be followed. Failure to follow these instructions may result in the rejection of the Submittal as non-responsive.

4.9 Preparation/Submission.

4.9.1 The Qualifications/Proposal format (see Section 5 Instructions) shall be used when submitting a Qualifications/Proposal. Use of any other format shall result in the rejection of the Proposer's Offer.

4.9.2 The Offer will either be typed or completed legibly in ink. The Proposer's authorized agent will sign the Qualifications/Proposal Form in ink, and all corrections made by the Proposer shall be initialed in ink by the authorized agent. The use of pencil or erasable ink or failure to comply with any of the foregoing may result in the rejection of the Offer.

4.9.3 The City will consider additional Offer(s) from the same Proposer for the same Solicitation, provided that:

4.9.3.1 The additional Offer proposes a different level of service that meets or exceeds this Solicitation requirements; or

4.9.3.2 The Proposer is specifying an exception to the terms and conditions of the Solicitation in the alternate Offer; and

4.9.3.3 The Proposer completes a separate Qualifications/Proposal Form for each Offer and shall mark Alternate Offer(s) following the instructions in Section 5 including payment of all applicable fees per each submission on the first page. Failure to comply with the foregoing shall result in the rejection of the additional Offers.

4.10 Unless otherwise specified in the Special Terms and Conditions, the proposed delivery and/or completion time, if required, shall be stated in calendar days.

4.11 Any telegraphic or facsimile Qualifications/Proposal shall not be considered.

4.12 Prior to commencing on site development activities the selected Developer shall provide the CRA with information described in TAB #19 as related to their proposal.

**Section 5 – QUALIFICATIONS SUBMITTAL PACKAGE-COMPLETE INSTRUCTIONS**

Please list the following information exactly as shown and numbered and tabbed in the same order under Section 5 of your response. This information is vital for the CRA to rate your firm.

**Responses to Tab #'s 1-19 should not exceed 50 pages. Responses exceeding the Fifty (50) pages will cause scores to be lowered.**

**TAB #1 – Company Profile**

1.1 SUBMITTING FIRM NAME AND ADDRESS: (If different than parent company, add it)

\_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ POSITION \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

1.2 ADDRESS OF PROPOSED OFFICE IN CHARGE (Include contact person and position):

\_\_\_\_\_  
\_\_\_\_\_

CONTACT PERSON \_\_\_\_\_ POSITION \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

1.3 TYPE OF FIRM: CORPORATION \_\_\_ INDIVIDUAL \_\_\_ OTHER \_\_\_

IF CORPORATION, COMPLETE THE FOLLOWING:

A. Date Incorporated: \_\_\_\_\_

B. State of Incorporation: \_\_\_\_\_

C. Date Authorized to do Business in Florida: \_\_\_\_\_

D. President: \_\_\_\_\_

E. Vice President: \_\_\_\_\_

F. Secretary: \_\_\_\_\_

IF PARTNERSHIP, OR OTHER LEGAL ENTITY COMPLETE THE FOLLOWING:

A. Date organized: \_\_\_\_\_

B. Type: \_\_\_\_\_

C. Name and addresses of Partners **(Include additional pages if necessary)**

D. State of Organization \_\_\_\_\_

E. Date authorized to do business in Florida \_\_\_\_\_

1.4. Submit Certificate of Status or Registration from the State of Florida for Corporations, Partnerships or other legal entities.

1.5 IF USING FICTITIOUS NAME, SUBMIT EVIDENCE OF COMPLIANCE WITH FLORIDA FICTITIOUS NAME STATUTE. (ATTACH IN SECTION #15), PROPOSER EXHIBITS.

1.6 Under what former name has your business operated? \_\_\_\_\_

1.7 At what address was that business located? \_\_\_\_\_

\_\_\_\_\_

1.8 How many years has your organization been in business as a development company under your present business name? \_\_\_\_\_

2. **Licensing: (As Applicable)**

2.1. PROPOSER'S OR PRINCIPAL PARTNER/S STATE OF FLORIDA DEPARTMENT OF PROFESSIONAL REGULATION LICENSE WITH APPROPRIATE BOARD NUMBER (IF APPLICABLE) \_\_\_\_\_

(Attach copies of any applicable business licenses to Section 15)

2.2. CERTIFICATIONS (IF APPLICABLE) \_\_\_\_\_

(Attach copies of all applicable certifications Section #15)

2.3 FEDERAL EMPLOYERS IDENTIFICATION NUMBER \_\_\_\_\_

2.4 Tax Identification Number (TIN) \_\_\_\_\_

3. **Insurance – Professional Liability: (As Applicable)**

3.1 Policy Number: \_\_\_\_\_

3.2 Company name: \_\_\_\_\_

3.3 Amount: \_\_\_\_\_

3.4 Expiration Date: \_\_\_\_\_

3.5 Amount of claims currently against this insurance? \_\_\_\_\_

(Attach copies to Section 15)

4. **History: (include additional pages as needed)**

4.1 Have you or any member of your development team individually or as a principle in any organization ever declared bankruptcy? Yes  No

If yes, explain:

\_\_\_\_\_

\_\_\_\_\_

4.2 Briefly summarize data and sources utilized to document market demand for development type/s or mix of development types proposed.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4.3 Have you or any member of your development team ever received a complaint on a contract or proposal awarded to you by any governmental entity? Yes  No  If yes, explain:

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4.4 Have you or any member of your development team ever been barred or suspended from doing business with any governmental entity? Yes  No  If yes, explain:

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5. **Miscellaneous:**

5.1 What is your turnaround time for written responses to CRA inquiries? \_\_\_\_\_

5.2 How much advance notice do you need to appear at the CRA for meetings? \_\_\_\_\_

**TAB #2 – Litigation History**

Describe and explain any disputes, contract defaults and liens in which the Proposer, or any project Principal Partner/s have been involved in, in the last 10 years. Describe any prior or pending litigation or investigations, either civil or criminal, which may affect the performance of development objectives described herein, in which the Proposer, or any project Principal Partner/s is, or has been involved within the last three (3) years.

**TAB #3 – Time In Business**

State the number of years that the Proposer, and/or Principal Partner has/have been in business, the number of years in the Master Development Business specifically, and the number of years in business operation under the Proposer’s current business name. Failure to include such information will be deemed as intentional misrepresentation by the CRA, and will render the Proposer’s Qualifications/Proposal non-responsive.

**TAB #4 – Proposed Project Team Firms**

For each discipline offered, please list the following:

- Florida State License Number (Department of Professional Regulation) (As Applicable);
- Corporate Charter Number, if a corporation, as issued by the Division of Corporations, Department of State (As applicable);

### **TAB #5 – Current Workload**

List, for the PROPOSER and Principal Partner firms (list separately):

- Each development project currently under construction and/or contract.
- Total value for each project listed above.
- Development period and duration
- List number of professional and technical staff for Proposer and Principal Partner's/ firms.
- Project Descriptions for development activities described above.

### **TAB #6 – Specific Related Experience Of The Firm**

List all projects comparable to this specific development project and related experience accomplished by the proposer firms. Indicate name of:

- Project
- Owner
- Address
- Telephone number
- Contact person
- Description of project and Firms role
- Whether your firm was the developer or the subcontractor on the development project
- Describe your financing and methodology
- Beginning and ending dates
- The results of the project

### **TAB #7 – Key Proposed Project Team Personnel**

Indicate the proposed project team key personnel for the following: proposer, principal Partner/s consultants, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/training (As may be applicable) and City of residence.

### **TAB #8 – Key Staffing**

For each proposed Development Team member identified in the Proposers submission, list all projects comparable to the development project described herein to include the following information:

- Principal in Charge, Project Manager, licensing/professional certification, various team positions and a description of their expertise/certifications and professional affiliations (As may be applicable).
- Client Name, address, and telephone number (As may be applicable)
- Development Project Description and Proposers role
- Project cost/value
- Project Starting and Ending Dates
- Whether your firm was the Project Developer, or subcontractor

**Standard Form (SF) 254 and Standard Form (SF) 255 cannot be used as a substitution for the Key Staffing and Related Experience requirements listed in this section. Substitution of (SF) 254 & (SF) 255 for Key Staff and Related Experience section will result in your proposal being rejected as non responsive.**

**TAB #9 – Joint Venture**

If you propose to joint venture or use outside professional services for any of the project requirements all such information must be included in the Submittal Package. Do not have individual “team” firms send in their own submittals.

All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

**TAB #10 – Local Vendor Participation:**

The CRA encourages partnering with local businesses on CRA Projects and the utilization of Small Disadvantaged Business Enterprises (SDBE) as certified by a Florida Governmental Entity. Describe your methodology for creating partnerships with local businesses and SDBE's in the redevelopment process.

**TAB #11 – Management Approach**

Describe the Proposer's approach to development planning, permitting, construction and marketing. Describe organizational management and the responsibilities of Proposer's management and staff personnel that will be assigned to complete the development proposed and describe the methodology employed to ensure timely project completion, effective employee performance, and to assure adherence to professional standards in the completion of all development activities proposed.

**TAB #12 – City Integration**

Describe how the Proposer has successfully integrated civic, residential, commercial and other uses in past projects, and the proposed approach with regard to this project.

**TAB #13 – Proposer Financing Experiences**

Describe and document the Proposer's past experience in acquiring financing for projects similar in scope.

**TAB #14 – Proposer Financial Capacity**

Describe and document the Proposer's ability to obtain financing and bonding capacity for this project. Document all funding sources, leveraging capabilities and attach supporting documentation.

**TAB #15 – Financial Statement**

Provide at least one of the following:

- 1.) Audited financial Statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period.
- 2.) Certified business financial statements, as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a written statement, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement, or the representatives similarly executed statement disclosing all material changes in financial condition.



3.) Other substantive documentation of financial capacity.

**TAB #16 – Proposer’s Disclosure Of Subcontractors, Subconsultants, And Suppliers**

Detailed information on; subcontractors, sub-consultants and suppliers (as applicable) will be required to be submitted only by the selected Master Developer as a submission requirement following the execution of a Development Agreement with the CRA and prior to commencing development activity on the site.

Please list and provide the following information for all Subcontractors, Subconsultants, and Suppliers to be used in connection with performance of the Development Agreement and provide copies of all applicable licenses.

Discipline/Trade Offered \_\_\_\_\_

Company Name: \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

City, State, & Zip Code: \_\_\_\_\_

Contact’s Name, Phone & Fax #: \_\_\_\_\_

License/Certification Registration Number \_\_\_\_\_

License Type: State       County       Other

**TAB #17 – The Previous Projects Contact List**

**NOTE:** The Indemnification Clause Must Be Completed, Signed And Submitted To Be Considered Responsive.

**Previous Project Contact List**

<b>PROJECT CONTACT PERSON</b>	<b>ADDRESS</b>	<b>PROJECT VALUE \$</b>	<b>PHONE NUMBER /E-MAIL</b>
<b>1.</b>			
<b>2.</b>			
<b>3.</b>			
<b>4.</b>			
<b>5.</b>			
<b>6.</b>			

I UNDERSTAND THAT ALL INFORMATION LISTED ABOVE AND INCLUDED IN ITEM #6, KEY STAFFING MAY BE CHECKED BY THE CRA OF LAUDERDALE LAKES AND I AUTHORIZE ALL ENTITIES OR PERSONS LISTED ABOVE TO ANSWER ANY AND ALL QUESTIONS. I HEREBY INDEMNIFY THE LAUDERDALE LAKES CRA AND THE PERSONS AND ENTITIES LISTED ABOVE AND HOLD THEM HARMLESS FROM ANY CLAIM ARISING FROM SUCH AUTHORIZATION OR THE EXERCISE THEREOF, INCLUDING THE DISSEMINATION OF INFORMATION PURSUANT THERETO.

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**TITLE**

\_\_\_\_\_  
**DATE**

**TAB #18**

**NON-COLLUSIVE AFFIDAVIT**

State of \_\_\_\_\_ )

County of \_\_\_\_\_ )

\_\_\_\_\_ being first duly sworn, deposes and says that:

- (1) He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal ;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal:
- (3) Such Proposal is genuine and is not collusive or a sham Proposal;
- (4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, firm, or person, to submit a collusive or sham Proposal in connection with the attached Proposal.
- (5) The project design and development objectives and any/or price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its development partners, agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
Witness

By:

\_\_\_\_\_  
Witness (Printed Name)

(Title)

**TAB #19 Price Proposal Documentation (To be submitted if Chosen To Proceed To Step 2)**

NOTE: This information to be required only from selected Developer. The Development Agreement will stipulate that the information below shall be submitted prior to the commencement of development activity on the site.

**Cost or Pricing Data for Price Proposal:**

Proposers shall submit (as part of Step Two 2) Cost or Pricing Data of sufficient detail to allow the evaluators to determine the reasonableness of the Price Proposal, reflecting Cost Realism, including all Information other than Cost and Pricing Data, and explaining how the lump sum figure was derived.

- a) Cost or Pricing Data shall mean all facts that, as of the date of submission, the CRA, as a prudent and responsible public entity would reasonably expect to affect project Development Agreement negotiations significantly. Cost or Pricing Data are data that are factual, not judgmental, and are verifiable. While they do not indicate the accuracy of the Proposer's judgment about estimated future costs or projections, they do include the data forming the basis for that judgment. Cost or Pricing Data are more than historical accounting data, they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred. They also include such factors as: vendor quotations; nonrecurring costs; information on changes in production or purchasing volume; data supporting projections of business prospects and objective and related operations cost; unit-cost trends such as those associated with labor efficiency; make-or-buy decisions; estimated resources to attain business goals; and information on management decisions that could have a significant bearing on costs.
- b) Cost Realism shall mean that the costs in a Proposers' Proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the Proposer's Technical Proposal.
- c) Information other than Cost and Pricing Data shall mean any type of information that is non-numeric that is necessary to determine price reasonableness or cost realism.
- d) Price, as used in this Solicitation, shall mean cost including any applicable fees and profit.

Taxpayer Identification Number: \_\_\_\_\_

PROPOSER: \_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name & Title)

## Section 6 –Required Submittal Checklist

**Your Submittal Package shall be considered based upon the following criteria:**

1. The responses do not follow the instructions in section 5.
2. The response does not answer all of the questions in section 5
3. If resumes are submitted in lieu of submitting the required information in the Key Staffing Requirements and Specific Related Experience sections of the instructions.
4. If standard form (SF-254) and standard form (SF–255) are submitted instead of completing the Key Staffing and Specific Related Experience sections of the submitted instructions.
5. If the package conceals or contains false and/or misleading information.
6. Failure to provide Conceptual Site Plan indicating building placement, density and types of uses proposed.
7. Failure to provide Market Data supporting as described in Section 7 - Technical Response/Step One Require Submission for proposed development type/s
8. If your firm’s submittal or activities for this RFQ/P include any violations of the City’s stated Cone of Silence or Anti-Collusive policies.
9. If the package is not received by the CRA by the submittal deadline.
10. If your firm has not provided evidence of registry with the Division of Corporations of the State of Florida (or other State as may be applicable), and/or evidence of Florida State Licensing, as may be applicable, and a Certificate of Good Standing/Status.

NOTE: Out of State Proposers must obtain applicable State of Florida registry/license prior to the execution of any Development Agreement.

11. If you do not sign and submit the Past Project Contact List.
12. If you do not sign and submit the Non-Collusive Affidavit – Tab #18
13. If your team is selected to make oral presentations to the CRA, only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team, or to the proposal submitted, at the oral presentations may result in that team’s disqualification at the sole discretion of the CRA.

NOTE: Any proposal to change team make-up/participation in advance of oral presentations or prior to execution of the Development Agreement must be submitted at the earliest possible date for consideration by the CRA Board of Directors.

12. If you do not submit evidence of financial capacity and commitment of financial resources to certify firm/ development team capacity to finance the project as envisioned.

Provide at least one of the following:

- 1.) Audited financial Statements as of a date not earlier than the end of the Proposer’s preceding official tax accounting period.

- 2.) Certified business financial statements, as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a written statement, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement, or the representatives similarly executed statement disclosing all material changes in financial condition.
  
- 3.) Other substantive documentation of financial capacity.

The CRA and the City of Lauderdale Lakes are obligated to provide due diligence in the conservation and protection of public resources. Respondents are urged to consider that this area of the response is included in the competitive scoring of proposals and are hereby urged to provide, to the greatest extent of their respective capability, verifiable and independent certification of the availability of the financial resources necessary for project completion. (Project total est. @\$30-\$80m)

### **Section 7 - TECHNICAL RESPONSE / STEP ONE REQUIRED SUBMISSION**

Under Section # 7 of your response, please describe your developmental concept with respect to the following areas of concern to the CRA.

- 7.1 *A development concept.* The submitted development concept is not a development proposal And should be broad-brush and indicative in nature. The development concept is requested in order to gauge the qualifications of the developer with regard to the following:
  - 7.1.1 Consistency between the developer's intentions and the City's/CRA's Adopted CRA Plan and Vision for the highest and best use of the CRA (and, potentially other) property;
  - 7.1.2 The level of quality that the developer is able and willing to provide to define the project;
  - 7.1.3 The creativity displayed by the developer in providing a product for the subject property (ies) that is dynamic, unique, state-of-the-art and appropriate to the referenced property(ies) and to documented local market conditions; and
  - 7.1.4 The developer's sensitivity to community needs and context with regard to the City of Lauderdale Lakes, whether other parcels not owned by the CRA would be actively developed by the developer or not.
  
- 7.2 The concept should address the following elements:
  - 7.2.1 Mix of land uses and their general placement on the CRA property (and, potentially, other properties);
  - 7.2.2 Quality of the built environment;
  - 7.2.3 Quality of the landscaped environment;
  - 7.2.4 Architectural design of proposed structures;
  - 7.2.5 Community amenities;
  - 7.2.6 Any thematic features;
  - 7.2.7 Density (generally);
  - 7.2.8 Targeted population or population mix (e.g., age, income, socio- psycho-demographics/lifestyle demographics);
  - 7.2.9 General infrastructure layout;

- 7.2.10 Relationship of the development to (and/or incorporation of) the natural features of the property and of any adjacent property;
- 7.2.11 Environmental sensitivity;
- 7.2.12 Anticipated price range and price mix for residential component(s);
- 7.2.13 Type and market positioning of non-residential component(s) and
- 7.2.14 Anticipated build-out period.

**7.3** The concept may include both text description and graphics (maps, renderings, etc.). It is expressly recognized that any presentations will be of a general character and subject to further definition and/or change. Furthermore, all elements of the project are subject to negotiation with the CRA. The responders, however, should make their best efforts to outline a concept that is deliverable by the developer, particularly with regard to the sale or lease price of all proposed development types, quality of construction and development, provision of community amenities, mix of compatible uses, density and landscaping/green-space provision.

7.3.1 *A description of the proposed development process.* This should include the following:

Planning process;

7.3.1.1 Expected role of the CRA and City, including requests for off-site improvements (if any);

7.3.1.2 Anticipated role of the developer, particularly with regard to its effect on the CRA's or the City's fiscal position (e.g., land purchase, infrastructure provision);

7.3.1.3 Anticipated development time-line, with key dates and milestones identified;

7.3.1.4 Method to be implemented by the developer to maintain control of the project through *all* of its phases.

**7.4** A description of the proposed marketing effort.

The Charrette study provided an opportunity to explore architectural design preferences with citizens and other stakeholders in the community. Developers responding to this RFQ/P should be aware that the preferred architectural idiom, or style, within the community is Mediterranean and respondents to this solicitation should bear this in mind when preparing architectural renderings for consideration in this competitive process.

In recognition that quality site design and architectural character are essential the capture of market demand and the sale/lease of developed land the City of Lauderdale Lakes has adopted a set of architectural design codes and therefore, architectural standards have been established in the adopted City of Lauderdale Lakes Land-use and Development Codes.

## **Section 8 - MANDATORY SUBMISSIONS AND FEE SCHEDULE**

To assist proposers in submitting their responses, the following is a list of the required submittals for this RFQ/P. **Proposers are still responsible for ensuring that all required items are submitted, whether on the list or not on the list.**

### **I. Mandatory Submissions**

1. Section 5 Tabs 1 – 19, Section 7, Technical Response
2. Previous Project Contact List
3. Licenses, Registrations/Certifications -State and County as applicable

4. Letter of Transmittal (2 page maximum)
5. Executed signature page of RFQ/P
6. Proposal Submission Fee
7. 1 unbound original; 15 bound copies
8. Technical Response
9. Section 13, Addendum Acknowledgement
10. State of Florida Certificate of Status for your firm, including a statement of non-dissolution

## **II. Fee Schedule**

- |  |          |
|--|----------|
| 1. RFQ/P- package pick-up/proposer registry number assignment cost | \$1,000  |
| 2. RFQ/P – Submission Fee  | \$1,500  |
| 3. Selected Site Developer Step 2 (good faith deposit)             | \$50,000 |
| 4. Development Agreement Execution Fee;                            |          |

4.1 20% of negotiated land sale price shall be due prior to Development Agreement execution, as may be approved by the CRA Board of Directors.

4.2 Prior to 3/8/2016 the Developer must formally and legally perform one of the following:

- 1.) Purchase the property, at a price approved by the CRA Board of Directors.
- 2.) Restructure existing CRA debt obligations associated with the subject property, or secure a substitute source for debt coverage. The formal approval and acceptance of any/all proposed terms associated with CRA indebtedness, by the CRA Board of Directors, is required.
- 3.) Terminate the Development agreement and the return of all deposits made to the CRA.

## **Section 9 - GENERAL CONDITIONS**

### **9.1 Anti-Collusion:**

The signed Proposer certifies that he or she has not divulged, discussed or compared his or her Submittal with other proposers and has not colluded with any other proposer or parties to a Submittal whatsoever. (Note: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in one or more of the following: cancellation, return of materials (as applicable) and the removal of the Proposer from the Submittal list(s). Further, the signer of this Submittal certifies that he or she has full authority to sign the Submittal on behalf of the Proposer.

### **9.2 Public Entity Crimes:**

Pursuant to F.S. 287.133 as amended: a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a Contract to provide any goods or services to a public entity, may not submit a Proposal on a Contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to a public entity, may



not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**9.3 Sole Responsibility:**

It is the sole responsibility of the Proposer to become thoroughly familiar with the Solicitation requirements and all terms and conditions affecting the performance of this Solicitation. Pleas of ignorance by the Proposer of conditions that exist, or that may exist, will not be accepted as a basis for varying the requirements of the CRA.

**9.4 Additional Information/Amendment:**

9.4.1 Requests from registered proposers for additional information, explanation, clarification or interpretation must be made in writing to the CRA at the address identified above. A request must be received by the CRA no later than seventeen (17) working days prior to the Solicitation Closing Date and Time. Any request received after that time may not be reviewed for inclusion in this Solicitation. The request shall contain the requester's name, address, and telephone number.

Responses to Proposers request for information will be returned all pre-registered ("assigned") respondents no later than seven days prior to the published solicitation deadline.

9.4.2 The City/CRA will issue a response to any inquiry if it deems it necessary, by written amendment to the Solicitation, issued prior to the Solicitation Closing Date & Time to all Proposers who submitted. The Proposer shall not rely on any representation, statement or explanation other than those made in this Solicitation document or in any addendums issued. Where there appears to be a conflict between this Solicitation and any amendment issued, the last amendment issued will prevail.

9.4.3 It is the Proposer's responsibility to ensure receipt of all addendums and substitute Qualifications/Proposal Forms. It is the Proposer's further responsibility to verify with the CRA Office, prior to submitting an Offer, that all addendums have been received. The Proposer shall submit the Qualifications/Proposal form entitled "**SECTION 13 ADDENDUM - AMENDMENT ACKNOWLEDGMENT FORM**", with their Offer.

**9.5 Conflicts in this Solicitation:**

Where there appears to be a conflict between the General Terms and Conditions, the Special Conditions, the Scope of Work, or any addendum issued, the order of precedence shall be: the last amendment issued, the Specifications or Statement of Work, the Special Conditions, and then the General Terms and Conditions.

**9.6 Term of Development Agreement: Upon Completion and Acceptance:**

The Development Agreement resulting from this Solicitation shall commence upon the date of execution and shall remain in effect until such a time as the development of CRA owned land, in conjunction with this RFQ/P, has been completed and accepted by the City/CRA and all terms of the Development Agreement have been satisfied.

**9.7 Criminal Conviction Disclosure:**

Any individual who has been convicted of a felony during the past ten (10) years and

any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a Contract with or receiving funding from the City. Forms are available from Purchasing Division.

**9.8 Non-Collusion Declaration:**

All Proposers shall submit the duly signed form entitled “**TAB #18 - NON-COLLUSION AFFIDAVIT**”.

**9.9 Conflicts of Interest:**

The award of the Development Agreement hereunder is subject to the provisions of Chapter 112, of Florida Statutes. Proposers shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of the City or CRA.

**9.10 Collection of Fees, and Taxes:**

The Successful Proposer acknowledges compliance with the requirement that all delinquent and currently due fees, and taxes owed to the City of Lauderdale Lakes and/or the CRA have been paid. The CRA may require verification and satisfaction of all delinquencies and currently due fees, and taxes prior to recommending a Proposer for the award of any Development Agreement.

**9.11 Modification Or Withdrawal Of An Offer**

**9.11.1 Modification of an Offer:**

Any modification of an Offer by the Proposer shall be submitted to the CRA Office prior to the Solicitation Closing Date & Time. The Proposer shall submit the new Offer and a letter, on company letterhead, signed by an authorized agent of the Proposer stating that the new submittal supersedes the previously submitted Offer. The sealed envelope shall contain the same information as required for submitting the original Offer. In addition the envelope shall be marked with a statement that this Offer replaces the previously submitted Offer. No modifications of an Offer shall be accepted after the Solicitation Closing Date & Time.

**9.11.2 Withdrawal of an Offer:**

A Proposal shall be irrevocable unless the Proposal is withdrawn as provided herein. A Proposal may be withdrawn only by written communication delivered to the CRA Office prior to the Solicitation Closing Date & Time. The proposer must present certification to assure that they are indeed an authorized representative of the Proposer’s firm at the time such communication to withdraw the Proposal is presented. A representative will verify this information prior to return of Proposer’s funds. The RFP/Q package pickup and proposer registry number assignment cost of \$1,000 will not be refunded, however, the RFP/Q submission fee of \$1,500 will be refunded. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Proposer.

**9.12 Late Offers, Late Modifications, And Late Withdrawals:**

Offers received after the Solicitation Closing Date & Time shall be deemed unresponsive, and shall not be opened or considered. Modifications of Offers received after the Solicitation Closing Date & Time shall also not be considered. Withdrawals of Offers received after the Solicitation Closing Date & Time shall also not be considered.

Request to withdraw offers received after the Solicitation Closing Date & Time shall not be considered.

**9.13 Solicitation Postponement Or Cancellation:**

The City/CRA may, at its sole and absolute discretion, reject any and all, or parts of any and all Qualifications/Proposals, re-advertise this Solicitation, postpone or cancel, at any time, this Solicitation process, or waive any irregularities in this Solicitation, or in the Qualifications/Proposals received as a result of this Solicitation.

**9.14 Costs Of Qualifications/Proposals:**

All expenses involved with the preparation and submission of Qualifications/Proposals to the City/CRA, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment shall be made for any responses received, nor for any other effort required of, or made by the Proposer(s) prior to commencement of work as defined by a Development Agreement duly approved by the Board of Directors of the CRA.

**9.15 Oral Presentations:**

The City/CRA reserves the right to require Proposers to perform an oral presentation in support of their Proposals, or to exhibit, or otherwise demonstrate the information contained therein. This presentation or demonstration shall be performed before the Evaluation/Selection Committee, or the Board of Directors of the CRA. If required, Proposers will be notified in writing prior to the date of such a presentation.

**9.16 Proprietary/Confidential Information:**

Proposers are hereby notified that all information submitted as part of, or in support of Qualifications/Proposals, will be available for public inspection after opening of the Qualifications/Proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law". Any person wishing to view the Qualifications /Proposals must make an appointment by calling the Office of the City Clerk, at (954) 535-2700.

All Qualifications/Proposals submitted in response to this solicitation become the property of the CRA. Unless the information submitted is proprietary, copywritten, trademarked, or patented, the CRA reserves the right to utilize any or all information, ideas, conceptions, or portions of any Qualifications/Proposal, in its best interest. Acceptance or rejection of any Qualifications/Proposal shall not nullify the CRA's rights hereunder.

**9.17 Waiver of Informalities:**

The CRA reserves the right to waive any informalities or irregularities in this Solicitation.

**9.18 Demonstration of Competency:**

A Qualifications/Proposal will only be considered from a firm that is regularly engaged in the business of land planning, development and development project financing as required by this Solicitation. The Proposer must be able to demonstrate a good record of performance and have sufficient financial resources, staffing/consultants, and organizational capacity to ensure that they can satisfactorily complete the project as proposed to the CRA, if awarded a Development Agreement as a result of this Solicitation.

**9.19 INSPECTIONS/INVESTIGATION:**

The CRA may conduct a pre-award inspection/investigation of the Proposer's Previous Projects and any related documentation to determine if the Proposer possesses the requirement(s) as outlined in the above paragraph, and represented in the Proposal to affirm that the Proposer is capable of performing the requirements of this Solicitation. The CRA may consider any evidence available regarding the financial, technical and other qualifications and abilities represented by the Proposer, including relevant past development (experience) with any entity in making the award of any Contract, or through partnerships covered by Development Agreements with governmental and quasi-governmental entities.

**9.20 Right of Audit:**

The CRA reserves the right to audit all records pertaining to and resulting from any award as a result of this Solicitation, financial or otherwise.

**9.21 Negotiations:**

**9.21.1** The CRA Board reserves the right to select a potential developer to move to Step Two (2) on the basis of Step One (1) submittals received, with or without additional discussions or presentations. Therefore, each submittal should contain the Proposer's best terms from a qualifications, and technical response.

**9.21.2** Pursuant to Paragraph 5 (b) of Section 287.055, Florida Statutes, the CRA, at its sole discretion, reserves the right to enter into Development Agreement negotiations with the highest evaluated scoring, responsive, responsible Proposer. If the CRA and said Proposer cannot negotiate a successful Contract, the CRA may terminate said negotiations and begin negotiations with the next highest evaluated scoring, responsive, responsible Proposer. This process will continue until a Contract acceptable to the CRA has been executed or all Qualifications/Proposals are rejected. No Proposer shall have any rights against the City, or against the CRA arising from such negotiations, or termination thereof.

**9.22 Award Of A Development Agreement:**

**9.22.1 Development Agreement:**

STEP 1 of this RFQ/P does not contain a sample of the Development Agreement. The CRA reserves the right to issue sample Development Agreements to firm/s selected to proceed to Step Two (2) or use the proposer's contract documents.

**9.22.2 Additional Information:**

The award of a Development Agreement may be preconditioned on the subsequent submission of other documents, whether as specified in the Special Conditions or Specifications or not. The Successful Proposer shall be deemed "Non-Responsive" if such documents are not submitted in a timely manner and in the form required by the CRA. Where the Successful Proposer is deemed "Non-Responsive" as a result of such failure to provide the required documents, the CRA may proceed to negotiate and award a Development Agreement to the next highest scoring, responsive, responsible Proposer.

**9.23 Independent Contractor:**

The Successful Proposer shall be operating independently from the City/CRA. All employees and contractors to the Successful Proposer shall be considered to be, at all times, the sole employees or contractors of the Successful Proposer under its sole discretion and not an employee, Contractor, or agent of the City/CRA. Nor shall employees and contractors to the Successful Proposer enjoy any privacy of contract with

the City/CRA. Neither the Successful Proposer nor any of its employees shall receive any City/CRA benefits available to employees of the City/CRA. The Successful Proposer shall supply competent and physically capable employees and contractors. The City/CRA may require the Successful Proposer to remove any employee or contractor it deems careless, incompetent, insubordinate, or otherwise objectionable and whose continued performance of the services is not in the best interest of the City/CRA.

**9.24 Development Agreement Extension:**

The CRA reserves the right to automatically extend the Development Agreement for up to ninety (90) calendar days beyond the stated term, under the same terms and conditions of said agreement. The CRA shall notify the Successful Proposer in writing of such extensions. Additional extensions, over the first ninety (90) day extension, may occur if the CRA and the Successful Proposer are in mutual agreement of such extensions.

**9.25 Right to Extend Time-Frame/s:**

The CRA reserves the right to extend any or all time frame/s, or deadlines contained herein, subject to approval by the CRA Board of Directors.

**9.26 Estimated Quantities:**

Estimated quantities or cost provided by this solicitation package to describe the development project are provided for Proposer's guidance only. No guarantee is expressed or implied as to quantities or cost that will be used during the period of any Development Agreement.

**9.27 Proposer And Obligations Of Resulting Successful Proposer:**

**9.27.1 Rules, Regulations, Licensing, and Other Requirements:**

The Proposer shall comply with all laws and regulations applicable to the development agreement to be yielded as a result of this Solicitation. The Proposer is presumed to be familiar with all Federal, State and local laws, ordinances, codes and regulations that may in any way affect the performance and completion of services offered in the proposal.

**9.28 Required Listing Of Subcontractors And Suppliers:**

The CRA will require that the Selected Developer submit a listing of all first-tier subcontractors or subconsultants who will perform any part of the Development Agreement work for the Successful Proposer, prior to the commencement of on site development activities. The Successful Proposer shall not change or substitute subcontractors, subconsultants, or suppliers except upon written approval of the CRA.

The selected Developer shall submit the completed Qualifications/Proposal form entitled "**SECTION 5-TAB #16 - PROPOSER'S DISCLOSURE OF SUBCONTRACTORS, SUBCONSULTANTS, AND SUPPLIERS**" following execution of the Development Agreement and prior to commencement of on site development activity

**9.39 Silence Of Specifications**

The apparent Silence of Specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any materials or services requested, shall be regarded as meaning that only the best professional practices are to prevail, and that only materials and workmanship of first quality are to be

used. All interpretations of the specifications shall be made upon the basis of this Solicitation.

## **Section 10 - SPECIAL CONDITIONS**

### **Indemnification:**

The PROPOSER shall indemnify and hold harmless the City and CRA, its officers and employees and from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the PROPOSER, and other persons employed or utilized by PROPOSER in the performance of this contract.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Proposer, without exemption, shall indemnify and hold harmless, the City and CRA, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the CRA the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CRA agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent and agreement of the parties that the Development Agreement for this Project will be drafted to include the foregoing indemnification and the "Specific Consideration" thereof.

### **10.1 Professional Liability Insurance**

Note: All Insurance required below must be maintained through completion of all aspects of development outlined in the Development Agreement that will define all duties, and time-frames of performance, of both parties to the agreement.

10.1.1 Please submit Proof of Insurance (Auto, General Liability, Professional Liability, Worker's Compensation).

10.1.2 The Successful Proposer shall furnish the CRA, certificates of insurance that indicates that insurance coverage has been obtained which meets the requirements below.

10.1.2.1 Comprehensive General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000.00 per occurrence, and \$2,000,000.00 annual aggregate. The City of Lauderdale Lakes and the Community Redevelopment Agency of Lauderdale Lakes **must** all be shown as an additional insured with respect to this coverage.

- 10.1.2.2 Professional Liability Insurance (Errors and Omissions) with limits not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate.
- 10.1.2.3 Automobile Liability Insurance covering all owned/non-owned, and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 per occurrence, and \$1,000,000.00 annual aggregate. Automobile Liability Insurance to protect the interest of the City/CRA shall be memorialized in the Development Agreement.
- 10.1.2.4 Workers' Compensation Insurance for all employees of the vendor as required by Florida Statute 440, and Employer's Liability limits of not less that \$500,000 per accident.
- 10.2** The insurance coverage required shall include those classifications, as listed in the standard liability insurance manuals, which most nearly reflect the operations of the Successful Proposer.
- 10.3** All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
- 10.3.1 The company must be rated no less than "B" as a management, and no less than an "A" rating as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the City's Risk Manager.
- Or
- 10.3.2 The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved To Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.
- 10.4** Certificates will indicate no cancellation, modification, or change in insurance shall be made without sixty (60) days written advance notice to the certificate holder.
- 10.5** Compliance with the foregoing requirements shall not relieve the Successful Proposer of it's liability and obligation under this section or under any other section if this section or under any other section of the Development Agreement.
- 10.6** Issuance of a Notice To Proceed is contingent upon receipt of the insurance documents within five (5) business days after the executing of the Development Agreement by an authorized official of the CRA. If the insurance certificate is received within the specific time frame, but not in the manner prescribed in this Section, the Successful Proposer shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the City and/or CRA. If the Successful Proposer fails to submit the required insurance documents in the manner prescribed in this Agreement within five (5) business days after the executing of the Development Agreement by an authorized official of the CRA, the Successful Proposer shall be in default of the terms and conditions and the Development Agreement shall deemed terminated immediately. Under these circumstances, the Successful Proposer may be prohibited from submitting future Qualifications/Proposals to the City, and/or CRA for a period of twelve (12) months.
- 10.7** Successful Proposer shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the Successful Proposer shall be responsible for submitting new or renewed insurance certificates to the City, and CRA at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates

are not replaced with new or renewed certificates which cover the term hereof, the CRA shall suspend the Development Agreement until such time as the new or renewed certificates are received by the CRA in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CRA may at its sole discretion, terminate the Development Agreement and seek compensation for the cost of re-bidding the project from the selected developer.

**10.8** In the judgment of the CRA, prevailing conditions warrant the provision by Successful Proposer of additional liability insurance coverage or coverage which is different in kind, the CRA reserves the right to require the provision by Successful Proposer of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the Successful Proposer fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CRA's written notice, the Development Agreement shall be considered terminated on the date that the required change in policy coverage would otherwise take effect.

**10.9** **Compliance With Federal, State And Local Laws:**  
The Successful Proposer understands that agreements between private entities, local governments, and Quasi-governmental entities such as Community Redevelopment Agencies are subject to certain laws and regulations, including laws pertaining to public records, conflict of interest, record keeping, etc. The City, CRA and Successful Proposer agree to comply with and observe all applicable laws, codes and ordinances as they may be amended from time to time.

## **Section 11 - SELECTION PROCESS**

### **11.1 Selection Procedure – Step 1**

11.1.1 Qualifications submitted in the Step 1 response to this Request will/may be evaluated by the CRA Board and/or a Selection Committee of the CRA that will include: The City Manager (or, an appointed representative of the City Manager), CRA Executive Director, the City's Director of Community Development, other representatives selected by the City Manager or, the CRA Board of Directors. One or more responders may be called upon to make a presentation to the CRA Board prior to the Developer selection. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any formal and public selection of a design/development/build teams subject to Public Records Law on Chapter 119, Florida Statutes.

11.1.2 The CRA Board and/or Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The CRA Board and/or Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. The occurrence or absence of such a request shall not be cause for objection by any responder.

11.1.3 The CRA may also request that one or more finalist prepare a more detailed proposal and or presentation. Any proposal requested by the CRA will be evaluated by the CRA Board and/or Selection Committee. The selection of a developer for the subject property will be made by the CRA Board of Directors in an advertised public meeting.

11.1.4 The Selected developer may be asked to make a presentation of its qualifications and development concept to the City Commission for public information purposes.



11.1.5 The decision of the CRA Board is final and not subject to appeal by any respondent. The CRA reserves the right to reject any and all respondents, for any reason, at any stage of the selection process (including the proposal evaluation stage, if such occurs). Furthermore, the selection of a respondent by the CRA shall not be construed as a guarantee of the respondent's right to develop CRA owned property or any other property not owned by the CRA. Such right is subject to the successful completion and acceptance of negotiations for: the purchase of the CRA owned property and any other property contained in the development proposal submitted in response to this RFP/Q and the execution of a Development Agreement between the respondent and the CRA.

11.1.6 The selection process will consist of two steps. Step One (1) will consist of ranking the Proposers based on the submitted "Statement of Qualifications". The Number 1 ranked Proposer shall be chosen based upon the result of the evaluation of submissions per Section 12 – Evaluation Criteria. The CRA Board and/or Selection Committee may also require one or more of the highest ranked firms to make oral presentations as part of the Step One (1) evaluation process. Then the number one ranked Proposer shall be designated the "Anticipated Site Developer" and will move to Step Two (2).

11.1.7 Step Two (2) consists of the negotiation of a Development Agreement assigning the mutual roles and responsibilities of the parties, the identification of all subcontractors and sub-consultants and providing detailed project development design and site plan, and addressing any technical responses to any technical requests contained herein or requested by the CRA/ Selection Committee.

## **11.2 Step Two (2) – Technical Proposal, Price Proposal; and Contract Negotiations**

11.2.1 The award of a Development Agreement will be based upon review of the Technical Response along with concurrent Contract Terms and Conditions negotiations and the selection of the developer/s by the CRA Board of Directors.

11.2.2 The CRA Board and/or Selection Committee will work with the Development Team to develop a detailed development plan for approval by the CRA. This plan will form the basis for subsequent development of the CRA owned property. The developer needs to consider that the plan will have to meet with broad resident approval to gain final acceptance by the CRA. Therefore, the developer should be prepared to meet with various City staff, elected officials and resident groups in the development of the plan, including, but not limited to the plan content listed below:

11.2.2.1 Boundaries of the proposed development;

11.2.2.2 Any proposed changes in topography;

11.2.2.3 Designation of buffers and transitional areas, descriptions of what these buffers and transitional areas will contain and how they may relate to both the proposed development and to adjacent properties; Description of best management practices to be used with regard to storm water and drainage systems;

11.2.2.4 Tree preservation plan;

11.2.2.5 Landscape plan;

11.2.2.6 Location and description of all internal streets and traffic control within the proposed development, as well as other transportation elements, such as sidewalks, bikeways and trails;

- 11.2.2.7 Location and description of entryway and exit areas to the site, both pedestrian and automotive.
- 11.2.2.8 Location and description of all internal utilities, including water lines, sanitary sewer lines, storm water controls, electricity, natural gas and telecommunication;
- 11.2.2.9 Location and description of any public areas;
- 11.2.2.10 Land use categories and lot sizes;
- 11.2.2.11 Detailed description of for-sale and/or leased residential products to be developed;
- 11.2.2.12 Detailed descriptions of for-sale and for-lease non-residential products to be developed;
- 11.2.2.13 Detailed description of any developer-provided community amenities;
- 11.2.2.14 Any linkages and interfaces with the surrounding community, including Monuments/gateway entrances and project/neighborhood identification signage;
- 11.2.2.15 The relationship between the developer's plan and all property adjacent site to the west of the CRA owned site.
- 11.2.2.16 The inclusion of any adjacent, non-CRA owned sites in the overall development plan.

**In addition, the proposer shall be required to accomplish the following:**

**11.3 Sign a performance-based Development Agreement with the CRA.**

- 11.3.1 The Development Agreement will designate the responsibilities of the developer, the CRA and the City (if any); establish a timetable linked to the development plan, establish a mechanism through which the developer maintains control over the project as it is developed; and establish penalties and forfeitures for material breaches of the agreement and or late delivery of the project. The performance agreement will also incorporate performance guarantees, a termination for cause provision and a repurchase option that could be exercised if the project does not proceed as agreed to or if performance does not meet with the CRA's expectations. It will also include procedures governing mutually agreed upon changes to the development plan.

NOTE: The developer selected to be the site developer at the conclusion of Step 1 will pay a non-refundable "Good Faith Deposit" deposit of \$50,000 (prior to starting Step 2 design and contract negotiations) to the CRA. (See page 31, Fee Schedule).

*11.3.2 Purchase the CRA property.* The CRA anticipates that the developer will purchase the subject property, at or near its fair market value. A deposit equivalent to 20% of the agreed sales/purchase price for the property will be required at the time of execution of the Developers Agreement. The CRA is amenable to a phased take down of the property subject to negotiation and agreement to terms that will be memorialized within the Developer Agreement.

The balance of the agreed purchase price shall be paid by the selected site developer no later than 3/8/2016 (Unless mutually agreed to extend time-frame), or assist in extending the terms for existing CRA debt, or the CRA may terminate negotiations and deposits will be forfeited.

NOTE: In lieu of purchase of the property, alternate mechanisms for the relief of the debt from the CRA acquisition of the subject site will be considered in partnership with the selected finalist subject to terms to be approved by the CRA Board of Directors.

11.3.3 *Conduct a traffic study.* The traffic study will need to be acceptable to Broward County, the City of Lauderdale Lakes Departments of Public Works and Community Development and should project the traffic generated by the proposed development and identify needed off-site improvements required to achieve an acceptable level of service on Oakland Park Boulevard, and NW 31<sup>St</sup>, Somerset Drive and all other affected roadways.

*Note:* Florida Department of Transportation may also be requested to review/approve this information to satisfy any possible concerns they may have with regard to impacts on Oakland Park Boulevard.

- 11.3.3.1 *Provide internal infrastructure on the CRA property (and any other properties to be developed) to permit the planned development to occur.*
- 11.3.3.2 *Develop or cause to be developed all phases of the Development (and any other proposed development), as described in the development plan and the development agreement.*
- 11.3.3.3 *Put in place and enforce mechanisms to ensure the quality of the project's built environment, in all of its aspects and to maintain that high level of quality into the future. These mechanisms are in addition to the design review authority that the CRA will maintain over the project.*
- 11.3.3.4 *Market the Development as a premiere property responsive to documented market demand for all property types included in the development plan. Such marketing efforts will be required to focus upon and to specifically promote the City of Lauderdale Lakes.*
- 11.3.3.5 *All items are subject to negotiation with the CRA. Ultimately, after all review and negotiation, the developer will prepare and submit the plan in a manner consistent with all City and Broward County ordinances, including, but not limited to, site plan, Land Use, subdivision, Platting, erosion and sediment control.*

#### **11.3.4 Agreement/Price Proposal:**

The City Manager, CRA Executive Director and/or designated representative(s) will enter into negotiations on the selected Developers Agreement/Price Proposal with the highest ranked Proposer. If an agreement cannot be reached prior to 1/8/2016, the City Manager reserves the right to recommend the termination of negotiations with the first ranked Proposer to the CRA Board and to open negotiations with the second ranked Proposer, and so on.

The negotiations will focus first on fixing the mutual powers, roles, and responsibilities of the City and the Proposer and will further define the Scope of Work for the Proposed Developer. The Proposer will then be expected to negotiate the Price Proposal based on the terms and conditions reflected in the draft Development Agreement. The CRA Board will consider and evaluate the entire draft Development Agreement in a public meeting and cast a formal vote to approve execution of the Developers Agreement for the project.

**Section 12 – Evaluation Criteria**

**Community Redevelopment Agency of Lauderdale Lakes**

**Request for Qualifications/Proposal # 15-01-CRA  
Proposal Rating Package**

Rater:
Reviewer:
Financial Rater:
Qualifications Raters:

Each Section of the Rating Sheet shall be completed individually. Part I, Required Submittal checklist, shall be reviewed by City Staff. Part II, Financial Review, shall be performed by the CRA Board and/or Selection committee that may include financial staff from the City of Lauderdale Lakes and/or an outside firm. Part III, the Qualifications Review Section, shall be rated by CRA Board and/or City/CRA staff or consultants who are experienced in the RFP process and who are free from any Conflict of Interest, Section 112.3143, Florida Statute.

NOTE: The CRA Board will select the successful proposal and development team for the project.

**1. -REQUIRED SUBMITTAL CHECKLIST:**

- In the event of a “No” response to any of the following, the Proposal / Submission shall be considered in the review and rating of submittals.
- In the event the Proposal / Submission is-deemed insufficient, the rater shall have the reviewer confirm that the Proposal / Submission fails to comply with one or more required items listed below, acknowledge that all procedures were properly followed as identified herein and shall initial next to each Yes/No response below accordingly.
- In the event the Proposal / Submission is -deemed insufficient, the rater **shall not forward the Rating Sheet** or Submission for further evaluation rejection with sufficient notification to staff members of the CRA Board with notification to proposer.

**-REQUIRED SUBMITTAL CHECKLIST**

	<b>Required Item</b>	<b>Yes</b>	<b>No</b>	<b>Initials</b>
1	The Proposal / Submission was received by the due date and time.			
2	The Original Proposal / Submission contains an original signature on the signature page.			
3	Evidence of financial capacity to assure project completion			
4	Was a Certificate of Status from the Secretary of State of Florida – stating non-dissolution submitted?			
5	Did the responses follow the instructions in section 5?			
6	Did the responses answer all of the questions in section 5?			
7	Was the required information in the Key Staffing Requirements and Specific Related Experience sections of the instructions submitted, not resumes substituted.			
8	Was Key Staffing and Specific Related Experience sections submitted rather than the SF 254/SF 255?			
9	Did the package conceal or contain false and/or misleading information.			
10	Is the firm licensed with the Florida Secretary of State to do business in Florida, or has provided equivalent license verification from another state.			
11	Was the Client List executed and submitted.			
12	Was the non-collusive Affidavit executed and submitted.			
13	Did the firm’s submittal or actions include any violations of the City’s stated Cone of Silence or Anti-Collusive policies?			



Was the -submittal different to terms of checklist standards having been met? \_\_\_\_ Yes \_\_\_\_ No

If "Yes," Reviewer must indicate, in the space provided below, the number(s) of the item in the Required Submittal Checklist that resulted in the Fatal Flaw and initial next to your "No" response directly on the list. Items resulting in Fatal Flaw:

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**Rater**

**Reviewer**

Name (Print): \_\_\_\_\_

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

THE REMAINDER OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK

3. **APPLICATION QUESTIONS AND DOCUMENTATION: FINANCIAL POINT ANALYSIS**

**A. Financial Review: All scores to be related to the industry standard for that category when possible.**

Number	Item	Inadequate (1-7 Points)	Acceptable (8-15 Points)	Excellent (16-20 Points)	Points
1.Tab #14	<b>Financial Capacity:</b> Describe the proposer's financial capacity and ability to obtain financing for this project. Document all funding sources and attach supporting documentation.	Funding Sources are unclear or minimal. Supporting documentation is missing.	Funding Sources are clear and adequate. Supporting documentation is attached for each.	Funding Sources are clear and extensive. Supporting documentation is attached for each.	
2. Tab #14 Bonding Capacity	<b>Bonding Capacity:</b> Describe the Proposer's bonding capacity for this project. Document all bonding sources and attach supporting documentation.	Bonding sources and capacity is unclear or minimal. Supporting documentation is missing.	Bonding sources and capacity is clear and adequate. Supporting documentation is attached.	Bonding sources and capacity is clear and extensive. Supporting documentation is attached.	
3. Tab #15 Proposer Financial Experience	<b>Financial Experience:</b> Describe and document the Proposer's past experience in acquiring financing for projects similar in scope. The minimum project capacity demonstrated must be \$30,000,000.	Experience is less than the minimum or unclear. Supporting documentation is missing.	Experience is clear and adequate. Supporting documentation is attached.	Experience is significantly above the minimum required. Supporting documentation is attached.	
4. Tab #14 Proposer Financial Commitment	<b>Leveraging:</b> supporting documentation for detailing other resources the proposer has committed to the project.	Incomplete (1-4 Points)	Acceptable (5-8 Points)	Excellent (9-10 Points)	
		Supporting documentation indicating leveraging is unclear or minimal.	Supporting documentation indicating leveraging is clear and adequate.	Supporting documentation indicating leveraging is clear and extensive.	
Total Financial Score					

Maximum Score = 70

Minimum Acceptable Score = 40

Reviewer's Comments:

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Reviewers Name: (Print) \_\_\_\_\_ Date: \_\_\_\_\_

Reviewer's Signature \_\_\_\_\_ Date \_\_\_\_\_

**Note: Firms scoring lower than the minimum acceptable score will be rejected as non-responsible and will be eliminated from the evaluation process.**



#### 4. Experience and Qualifications Review

Number	Item	Inadequate (1-5 points)	Acceptable (5-15 points)	Excellent (15-25 points)	Points
1. Tab # 1, #6, #4  Experience of Firm	<b>Firm's experience:</b> General experience of the firm, Principal Partners and proposed development team members, specific experience on similar development projects.	Previous Experience with similar projects is minimal. Project details are unclear or missing.	Information is complete. Experience shows specific projects of a similar size and scope or larger successfully completed.	Information is complete. Experience shows a superior ability to design schedule and build similar or larger projects.	
Number	Item	Inadequate (1-5 points)	Acceptable (5-15 points)	Excellent (15-25 points)	Points
2. Tab #6	Ability of the firm to work with regulatory agencies to obtain permits or approvals without incurring project delay.	The information is missing or unclear.	Information shows an ability to obtain required approvals and permit without compromising project timelines.	Information shows a superior ability to obtain required permits and approvals without compromising project timelines.	
Number	Item	Inadequate (1-5 points)	Acceptable (5-15 points)	Excellent (15-25 points)	Points
3. Tab # 7, #8  Key Staffing Experiences	<b>Demonstrated Experience and ability</b> of key project team personnel to perform on similar development projects	Similar project experience is minimal or unclear	Similar project experience shows ability to design, schedule, manage and complete projects on time and on budget.	Similar project experience shows a superior ability to successfully design, schedule, manage and complete projects on time and on budget.	
Number	Item	Inadequate (1-5 points)	Acceptable (6-10 points)	Excellent (11-15 points)	Points
4. Tab # 3, #4, #9, #11  Firms Structure and Methodology	<b>Firms management:</b> methodology and organizational structure	Information is missing or unclear	Information is complete. Firm shows stability and a well-defined management and organizational structure.	Information complete. Very stable firm, well defined management and organizational structure.	
Number	Item	Inadequate (1-5 points)	Acceptable (5-15 points)	Excellent (15-25 points)	Points
5. Tab #10, #12  City Integration	<b>Firms ability:</b> to integrate city resources with its own	Information is missing, sketchy or unclear	Information is unclear. Firm demonstrates a strong ability to integrate city resources with its own	Information is superior. Firm demonstrates a superior ability to integrate city resources with its own.	

Number	Item	Inadequate (1-2 points)	Acceptable (3-4 points)	Excellent (4-5 points)	Points
6. Tab #10, #12  Local Participation and small disadvantaged business enterprises	<b>Firm's ability:</b> To combine City resources with its own and to use local SBDE vendors. SBDE submitters will be assigned points here, but not in addition to any points for using SBDE firm.	Information is missing, sketchy or unclear	Information is unclear. Firm has program (s) to integrate city resources with its own	Information is superior. Firm has program (s) and can produce a track record to document claims.	
Number	Item	Inadequate (1-5 points)	Acceptable (6-10 points)	Excellent (11-20 points)	Points
7. Section 7  Technical Response	The vision, imagination and creativity that the developer has demonstrated in the development concept with respect to creating the type of community that the CRA and the City of Lauderdale Lakes as indicated in the Charrette-Town Center Plan, the 2014 CRA Plan Update and the degree to which this vision will fulfill the CRA's/City's goals; The sensitivity of the developer and the development concept to community and environmental factors; and The feasibility of the development concept with regard to the CRA's/City fiscal capacity and needs	Information is incomplete or unclear	Information is complete. Goals and objectives shown are capable of being met and feasible within the CRA/City fiscal capacity.	Information is clear. All goals and objectives shown cannot only be met, but executive design concepts reach a higher level than contemplated.	
Number	Item	Inadequate (1-5 points)	Acceptable (6-10 points)	Excellent (11-20 points)	Points
8. Tab #15	Current work in process of the firm	Information is incomplete or unclear	Information is complete. Firm seems to be able to perform this project along with current work in process	Information is clear. And complete. Firm shows a superior ability to perform this project on schedule along with current projects under construction.	

**5. Please note that each item on this page may result in a reduction in points to the Total Quality Point Score.**

Number	Item				Points
1. Tab 1-19	<b>Page limit:</b> 30-page limit for responses to Items 1 thru Tab 20.	There will be a five (5) point deduction for each additional page. Number of pages above 45. _____ x 5 =			( )
2. Tab #2	<b>Litigation or Regulatory Action:</b> Identify whether there has been litigation or regulatory action. If no Litigation or Regulatory Action, or where Applicant Agency was successful, put 0.	minus (0-7 points)	minus (8- 14 points)	minus (15-20 points)	( )
		Involved loss of professional accreditation, regulatory action or litigation; did not or minimally impacted service to clients.	Involved license suspension as an outcome, fiscal negligence, negligence in mishandling of client affairs, or negligence that impacted clients.	Involved license revocation as an outcome, allegations of fraud, gross fiscal misconduct, abuse or gross negligence in mishandling of client affairs, or gross negligence that impacted clients.	
3. Bankruptcy	Has your company or you personally ever declared bankruptcy?	No	Declared bankruptcy, projects not affected.	Declared bankruptcy, completion of projects affected.	( )
Total Quality Points to be deducted					

Maximum Quality Point Score = 160

Minimum Acceptable Score = 80

Total Positive Quality Points (Section 4 items 1-8)	
Total Quality Points to be deducted (page 48 above)	
Total Quality Point Score	
Financial Review Score items 1-4	
Total	

**B. Rater Comments: (Comments are required for any item rated as inadequate)**


**Rater's Name (Print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Rater's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**C. Quality Rating Review**

**SCORING:**

Minimum Financial Point Score: 40                      Applicant Proposers Financial Point Score                      \_\_\_\_\_(A)

Minimum Quality Point Score: 80                      Applicant Proposers Quality Point Score                      \_\_\_\_\_(B)

Applicant Proposers Total Score (A + B):                      \_\_\_\_\_(C)

Reviewer Signature \_\_\_\_\_ Date \_\_\_\_\_

Reviewer's Signature indicates the Quality Point Rater's scoring is clear and the addition has been checked for the



## Signature Page

Selected respondents may be asked to make a presentation to the CRA Board of Directors and/or Selection Committee. The CRA Board of Directors will then select the successful firm(s).

The undersigned attests to his (her, their) authority to submit this Submittal and to bind the firm(s) herein named to perform as per agreement. Further, by their signature, the undersigned attests to the following:

1. That the Proposer is financially solvent and sufficiently experienced and competent to perform all of the work required of the Proposer in the Proposal and resulting Development Agreement; and
2. That the facts stated in the Proposer's response pursuant to Request for Submittals, instructions to Proposer and Specifications are true and correct in all respects; and
3. That the Proposer has read and complied with all of the requirements set forth in the request for Submittals, instructions to Proposers and Specifications; and
4. If your team is short listed and selected to make oral presentations to the CRA Board of Directors and/or Selection Committee only the team members evaluated in the written submissions may present at the oral presentations. Any changes to the team must be submitted, with detailed justification to be supplied, within ten (10) workdays for consideration/approval by the CRA prior to the scheduled oral presentations. Proposed changes in team membership may result in that team's disqualification at the sole discretion of the CRA unless necessitated by extreme circumstances.
5. That the proposer has read, understands, and certifies use of the Cone of Silence policy, Section 1.2.

If the firm is selected by the CRA the undersigned certifies that he/she will negotiate in good faith to establish an agreement.

\_\_\_\_\_  
Witness

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Printed

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Title

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Company

\_\_\_\_\_  
By

\_\_\_\_\_  
Printed Name

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Title

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State, Zip