



**REQUEST FOR PROPOSAL #24-0-2016/JM  
Sale of Waterfront BCRA Property**

Purchasing & Contracts Division  
120 Malabar Road, SE  
Palm Bay, FL 32907-3009

ISSUE DATE: July 22, 2016  
Page 1 of 23

PURCHASING DIVISION CONTACT:  
Juliet Misconi – CPPB  
PHONE NUMBER: (321) 952-3424  
FAX: (321) 952-3401  
E-MAIL: [juliet.misconi@pbfl.org](mailto:juliet.misconi@pbfl.org)

**PROPOSALS TO BE RECEIVED  
NO LATER THAN 3:00 PM ON  
MONDAY, August 22, 2016**

PLEASE COMPLETE AND SUBMIT THIS FORM WITH YOUR PROPOSAL	
Proposer Name:	Discount for total award of proposal: _____
Address:	Proposals are firm for 90 days Yes___ No___ Other_____
City, State, Zip:	Do you accept Visa? <input type="checkbox"/> YES <input type="checkbox"/> NO
Phone Number:	List of Deviations (if any) attached Yes___ No___
Fax Number:	If submitting a "NO PROPOSAL", state reason: _____
E-Mail Address:	_____
FEIN Number:	_____

Proposal packages shall be mailed or hand-delivered to the Office of Purchasing & Contracts Division, located at the CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Receipt of Proposals will be officially closed after time and date identified above. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of Purchasing & Contracts Division will be the official authority for determining late Proposals.

One (1) original (MARKED "ORIGINAL") and one (1) copy, and one (1) electronic PDF copy on Compact disk (CD) or flash drive of all Proposal sheets and required attachments shall be executed and submitted in a sealed envelope. Proposer shall mark Proposal envelope, RFP No. 24-0-2016/JM, Sale of Waterfront BCRA Property." Proposer's name and return address shall be clearly identified on the outside of the envelope.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title (typed or printed)

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

## CHECK LIST OF MINIMUM REQUIRED SUBMITTALS

For the proposal to be considered, one (1) original marked "**ORIGINAL**", and one (1) copy, and one (1) electronic PDF copy on Compact disk (CD) of the proposal be received by the City of Palm Bay no later than 3:00 P.M. on Monday, August 22, 2016.

**NOTE: Proposals will not be opened at the same time as identified above.** The proposal opening will be conducted in a public meeting to begin at 3:15 P.M. on Monday, August 22, 2016. Only the name of the proposers who submitted a response to this Request for Proposal will be read aloud. The location of the opening will be the Purchasing & Contracts Division, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907.

This "Standardized Check List" has been provided to assist the Proposer with the submission of their Proposal package. This Check List cannot be construed as identifying all required submittal documents for this project. Proposers remain responsible for reading the entire Proposal document to insure that they are in compliance.

The City and CRA, in their sole discretion, reserve the right to reject any and all Proposals, to waive any and all formalities and reserves the right to disregard all nonconforming, non-responsive or incomplete Proposals. The City specifically reserves the absolute right to determine the seriousness of any proposer's failure to specifically conform to the requirements of the proposal document. Proposers cannot utilize the City's determination of the seriousness of any specific non-conformance as a basis to protest the award of any proposal. Proposals may be considered subject to rejection if in the sole opinion of the City; there is a serious omission, unauthorized alteration of form, an unauthorized alternate Proposal, incomplete or unbalanced unit price, or irregularities of any kind. The City may reject, as non-responsive, any or all Proposals where Proposers fail to acknowledge receipt of Addenda as prescribed.

Item #	SUBMITTALS	RFP Page #'(s)	Proposer Response Included		
			YES	NO	N/A
1	Proposer has completed, signed (blue ink) and included Cover Sheet	1			
2	Proposer has completed, signed (blue ink) and included the Check List of Minimum Required Submittals	2-3			
3	Proposer has provided One (1) Original hard-copy Proposal (marked " <b>ORIGINAL</b> "), signed (blue ink), plus one (1) electronic PDF copy on compact disk (CD) or flash drive of the proposal complete with all supporting documentation.	1,2,14			
4	Proposer has provided one (1) hard-copy of their proposal (marked " <b>COPY</b> ")	1,2,14			
5	Proposer submittal is organized in tabbed format as described in Section IV of RFP	14			
6	Proposer has included a certified letter of funds available from an authorized financial institution guaranteeing 100% of the price proposal amount.	15			
7	Proposer has confirmed that their proposal reflects all Addenda for this project (all Addenda will be posted to Demandstar.com and PublicPurchase.com for notification and retrieval)	19			

Item #	SUBMITTALS	RFP Page #('s)	Proposer Response Included		
			YES	NO	N/A
8	Proposer has completed, signed (blue ink) and included their Identical Tie Proposal sheet with signature – (if applicable)	21			
9	Proposer has completed, signed (blue ink) and included their Vendor Certification Regarding Scrutinized Companies List	22			
10	Proposer has signed and notarized & included their Non-Collusion Affidavit	23			
11	If applicable, Proposer has provided a signed Conflict of Interest statement.	19			
12	Proposer has read, understood, and submitted all additional required documentation for proposal evaluation.	----			

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Company

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**TABLE OF CONTENTS**  
**REQUEST FOR PROPOSAL #24-0-2016/JM**  
**Sale of Waterfront BCRA Property**

<b>SECTION I</b>	<b>Page No.</b>
Checklist of Required Minimum Submittals	2-3
Introduction	5
Standard Terms & Conditions	6
<b>SECTION II</b>	<b>Page No.</b>
Agency Overview	10
Scope of Work	10
<b>SECTION III</b>	<b>Page No.</b>
Proposal Submittals	14
<b>SECTION IV</b>	<b>Page No.</b>
RFP Timeline	14
Evaluation Procedure	15
Criteria	15
Selection Process	17
<b>SECTION V</b>	<b>Page No.</b>
Proposal Forms	19
Identical Tie Proposal Form	21
Vendor Certification Regarding Scrutinized Companies List	22
Non-Collusive Affidavit	23
Location Map – Purchasing & Contracts Division	24
<b><u>EXHIBITS</u></b>	
Exhibit A: Zoning District Regulations	

## SECTION I

### **INTRODUCTION**

The City of Palm Bay (hereinafter referred to as "City") is requesting sealed Proposals for the purchase of a 2.54 acre waterfront owned by the City's Bayfront Community Redevelopment Association.

**PROPOSAL DUE DATE & TIME: MONDAY, AUGUST 22, 2016 AT 3:00 P.M.** Proposal packages shall be mailed or hand-delivered to the Office of Purchasing & Contracts Division, located at CITY HALL, 120 Malabar Road SE, Suite 200, Palm Bay, Florida 32907. Proposals are to be received NO LATER THAN 3:00 P.M. after which time receipt will officially be closed. Proposals received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp located in the Office of Purchasing & Contracts Division will be the official authority for determining late Proposals.

**NOTE: Proposals will not be opened at the same time as identified above.** The proposal opening will be conducted in a public meeting to begin at 3:15 P.M. on, Monday, August 22, 2016. Only the name of the firms who submitted a response to this Request for Proposal will be read aloud. The location of the opening will be the Purchasing & Contracts Division, Conference Room, 120 Malabar Road, SE, Suite 200, Palm Bay, FL 32907.

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposal package, "RFP No. 24-0 2016/JM, Sale of Waterfront BCRA Property". Proposer's name and return address should be clearly identified on the outside of the package.

Proposer shall submit two (2) complete sets with all supporting documentation:

- o One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink. Submittal will include the cost proposal plus one (1) electronic PDF copy on compact disk (CD) of the proposal complete with all supporting documentation.
- o One (1) hard-copy (marked "COPY")

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addendums are available online at <http://www.demandstar.com>, and [www.publicpurchase.com](http://www.publicpurchase.com). Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division.

Proposals not submitted on the enclosed Proposal Form may be rejected, unless stated otherwise in the Proposal documents. If a Proposer wishes not to submit a Proposal, complete and return the "NO PROPOSAL RESPONSE" on Page 1.

**A Pre-proposal meeting will be held on Thursday, August 4, 2016 at 9:00 A.M. in the Growth Management Conference Room in the City Hall Annex, 2<sup>nd</sup> floor, 120 Malabar Road SE, Palm Bay, Florida, 32907. This pre-proposal meeting will allow the proposer the opportunity to bring forward any questions concerning this proposal.**

For information concerning procedure for responding to this Request for Proposal (RFP), contact Juliet Misconi – CPPB, Senior Purchasing Contract Administrator, Purchasing & Contracts Division at (321) 952-3424. Such contact is to be for clarification purposes only. Material changes, if any, to the Scope of Services, or Proposal procedures will only be transmitted by written addendum.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing and directed to the City of Palm Bay, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907, Attention: Juliet Misconi – CPPB, Senior Purchasing Contract Administrator, Purchasing & Contracts Division. Questions may also be sent via fax at (321) 952-3401 or e-mail at [juliet.misconi@pbfl.org](mailto:juliet.misconi@pbfl.org). Questions received less than seven (7) calendar days prior to proposal due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect and shall not be relied upon by Proposers in submitting their proposals.

### **STANDARD TERMS & CONDITIONS**

**ACCEPTANCE AND REJECTION** - The City reserves the right to accept or reject any and all Proposals, and to accept the Proposal which best serves the interest of the City of Palm Bay. The City may award sections individually or collectively whichever is in its best interest.

**ADDENDUM AND AMENDMENTS TO REQUEST FOR PROPOSAL:** If it becomes necessary to revise or amend any part of this Request for Proposal, the City's Purchasing & Contracts Division will furnish the revision by written Addendum to all prospective proposers who are recorded with the City as having received an original Request for Proposal. Addenda information will be posted online at <http://www.demandstar.com>, and [www.publicpurchase.com](http://www.publicpurchase.com). Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division. Proposers are responsible to check any of these locations for updates.

**AWARD** - Award will be made to the best responsible offeror whose Proposal is determined by the BCRA and the City, to be in the best interest of the City.

**COMMITTEE MEETINGS & INFORMATION:** The Notice of Committee Meetings will be posted within a reasonable time period (generally 72-hours) in advance of such meetings. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907, at <http://www.demandstar.com>, and at [www.publicpurchase.com](http://www.publicpurchase.com). Links to both sites are available through the City's Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division.

Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation, or answers questions as part of a competitive solicitation is exempt from the Public Meeting requirements in Chapter 286.11 and s. 24(b) Art. I of the State Constitution.

**CONFLICT OF INTEREST** – The Proposer certifies that this Proposal has not been arrived at collusively or otherwise in violation of federal, state or local laws. The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its agencies. Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

**DEVIATION FROM SPECIFICATION** - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City in writing. Otherwise items offered are expected to be in strict compliance with specifications and the successful Proposer shall be held accordingly.

**DISCRIMINATORY VENDOR LIST:** An entity or affiliate placed on the Discriminatory Vendor List shall not submit a Proposal for a contract to provide goods or services to a public entity, shall not submit a Proposal on a contract with a public entity for the construction or repair of a public building or perform any public work, shall not submit Proposals for leases of real property to a public entity, shall not award or perform work as a contractor, supplier, subcontractor, or

consultant under any contract with any public entity, and shall not transact business with any public entity (Section 287.134(3)(d), Florida Statute).

**ECONOMY OF PREPARATION:** The proposals should be prepared simply and economically, providing a straightforward, concise description of the proposers' ability to fulfill the requirements of the proposal.

**INFORMALITIES** - The City of Palm Bay reserves the right to both waive any informality in Proposals and to determine, in its sole discretion, whether or not informality is minor.

**INFORMATION AND LITERATURE** - Proposers are to furnish all information and literature requested. Failure to do so may be cause for rejection.

**INTERPRETATIONS** - Any questions concerning conditions and specifications shall be directed to the designated buyer. Interpretations, that may affect the eventual outcome of this Proposal, will be furnished in writing to all prospective Proposers. No interpretation shall be considered binding unless provided in writing by the City of Palm Bay.

**PRICING** - If a unit price, when extended, is obviously in error, the incorrect extended price will be disregarded.

**PROPOSAL ACKNOWLEDGE:** By submitting a proposal, the proposer certifies that he/she has full knowledge of the scope, nature, and quality of work to be performed.

**PROPOSER EXPENSES** - No out of scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as printing; photocopying; postage; per diem; travel expenses; and the like, incurred by the proposer. The City will not be liable for any costs incurred by the proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

**PUBLIC ENTITY CRIMES** – By submission of response to the City's Request for Proposal on this project, proposer acknowledges and agrees to the following: 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 for leases of real property to a public entity, may not be awarded or perform work as a Successful Proposer, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

**PUBLIC RECORDS:** Sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from Section 119.07(1) and 24(a) Article I of the State constitution until such time as the agency provides a notice of an intended decision or until 30-days after opening the bids, proposals, or final replies, whichever is earlier.

Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Proposer believes any of the information contained in his or her response is exempt from disclosure, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available.

If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation, or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all bids, proposals or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records law. Specifically, the Contractor shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform this service.
- b. Provide the agency with access to public records at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d. Meet all requirements for retaining public records and transfers to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

The failure of the Contractor to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

**If the contractor has questions regarding the application of Chapter 119 Florida Statutes, to the contractor' duty to provide public records relating to this contract, contact the custodian of public records at the City of Palm Bay Purchasing and Contracts Division, 120 Malabar Road SE, Palm Bay, Florida 32907; 321-952-3424 or [purchasing@pbfl.org](mailto:purchasing@pbfl.org)**

QUANTITIES - The City reserves the right, in its sole discretion, to increase or decrease total quantities as it deems necessary. Quantities listed on proposal sheet(s) identify anticipated award amounts.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The proposer shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to information that indicates financial resources as well as the ability to provide and maintain the services requested. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation of service personnel.

REQUEST FOR MODIFICATION: The City reserves the right to negotiate a final agreement with the top-ranked proposer to more fully meet the needs of the City.

RESPONDENT/RECOMMENDATION OF AWARD INFORMATION: The Notice of Consideration for Award for Proposals will be posted at least seven (7) days in advance of such award. Proposers are responsible to check the following locations for updates on this proposal's status: on the bulletin board located in the main lobby of the City Hall building at 120 Malabar Road SE, Palm Bay, FL 32907; at <http://www.demandstar.com> and [www.publicpurchase.com](http://www.publicpurchase.com). Links to both websites are available through the City's Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division. Notice of Award, Proposals currently available, and Tabulation sheets are available Online. Proposers, who do not have Internet access, may request a copy of the tabulation by enclosing a stamped, self-addressed envelope with the Proposal response.



**RESPONSIBLE OFFEROR:** A contractor, business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.

**RESPONSIVE OFFEROR:** A contractor, business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the IFB/RFP and all of its requirements, including all form and substance.

**SCRUTINIZED COMPANY LIST – STATE OF FLORIDA REQUIREMENT:** Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. <http://www.sbafla.com/fsb/Portals/Internet/PFIA/CurrentProhibitedCompaniesList.pdf>

**TAX EXEMPTIONS -** The City of Palm Bay is tax exempt. The City of Palm Bay's tax-exempt number is 85-8012646361C-4.

**TIME FOR CONSIDERATIONS -** Proposals will be irrevocable after the time and date set for the opening of Proposals and for a period of ninety (90) days thereafter.

**TRADE SECRETS -** Respondents should not send trade secrets. If, however, trade secrets are claimed by any respondent they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a respondent fails to submit a claim of trade secrets to the City before obtaining the City's agreement, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

## SECTION II

### **AGENCY OVERVIEW**

The City of Palm Bay, incorporated January 16, 1960, is a political subdivision of the State of Florida. The legislative branch of the City is composed of five elected Council Members, one of which is the Mayor. The City Manager is responsible for the execution of Council's established and adopted policy. The City, with an estimated population of 110,000 residents, is the largest incorporated area in Brevard County.

*(Please visit our official web site, [www.palmbayflorida.org](http://www.palmbayflorida.org))*

### **BACKGROUND**

The Bayfront Community Redevelopment District is located within the City of Palm Bay in Brevard County, Florida, just west of and adjacent to the vital Indian River Lagoon. US-1/Dixie Highway forms the spine of the District stretching from the City limits at Melbourne south to the boundary of the Town of Malabar. The Redevelopment District extends the length of the City along the lagoon. The District also includes properties abutting Palm Bay Road east of R.J. Conlan Boulevard as well as all properties east R. J. Conlan Boulevard. The total area of the District is approximately 1,070 acres.

The City established the Bayfront Community Redevelopment District as a community redevelopment agency in 1999. A community redevelopment agency is defined as a separate public entity created by the local municipality in order to implement redevelopment activities outlined in Chapter 163, Part III, of the Florida Statutes. Seven (7) commissioners appointed by the City Council serve on the Bayfront Community Redevelopment Agency. The overall goal of the Bayfront Community Redevelopment Agency as stated in the adopted Bayfront Redevelopment Plan is to develop, redevelop and revitalize the area over a 25-year period.

The subject parcel is located on the Northside of Turkey Creek, West of US 1, which provides a protected anchorage. This site has access under US 1 to the Indian River Lagoon and ultimately the Atlantic Ocean. The Indian River Lagoon along with Turkey Creek provide for recreational boating with the potential for future commercial water traffic. Two marinas, the Palm Bay Marina and the Pelican Harbor Marina are located in the District, across Turkey Creek and abutting the subject property respectively.

### **INTRODUCTION**

1. The property is located within the Bayfront Village sub-district of the City's Bayfront Community Redevelopment District. The vacant 2.54 acre subject property is west of and adjacent to the 4.85 acre Marina property. The adjacent Marina property consists of uplands, and submerged lands with 56 existing wet slips, and is current approved for 52 dry slips. Current existing land use at the subject parcel consists of vacant property. The property is zoned BVMU, Bayfront Village Mixed Use. A copy of the BVMU Zoning District is attached. (Please see Exhibit A).
2. Information about the Bayfront Community Redevelopment District and Agency can be found at [www.palmbaybcra.org](http://www.palmbaybcra.org).

### **SCOPE OF WORK**

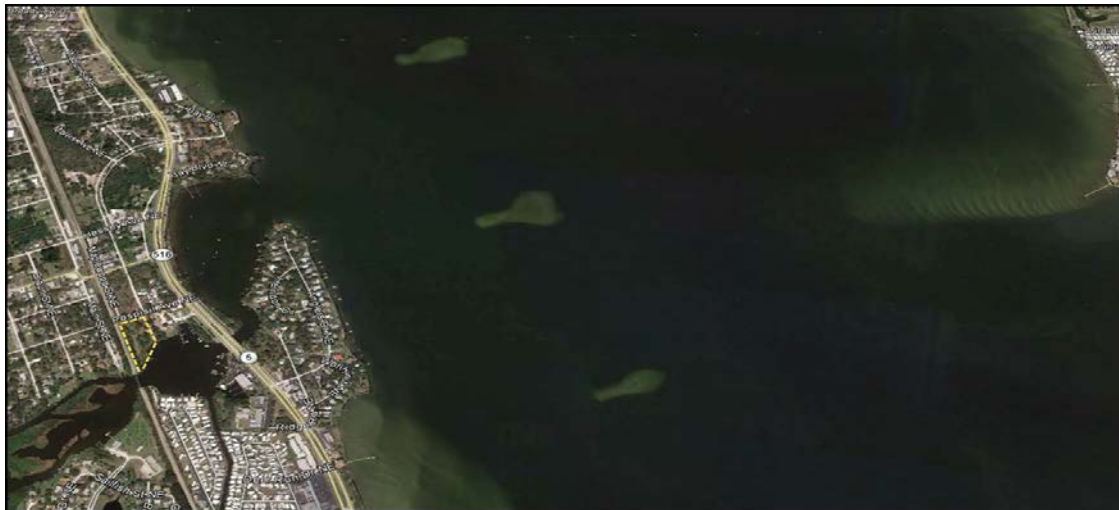
1. The City of Palm Bay Bayfront Community Redevelopment Agency (BCRA) invites proposals by persons interested in the purchase of surplus land of approximately 2.54 acres owned by the BCRA. The City is requesting proposals to enter in to an agreement with a private entity

to purchase the 2.54 acre property, with deed restrictions, including but not limited to requiring public access, a defined build time and “reverter” clause if building permits are not secured by December 31, 2017. Public access must be through easement agreements with access to the waterfront through the property.

2. At the time of this advertisement, the jointly-owned (City and BCRA) a 4.85 marina property is currently for sale through the City’s contracted real estate firm.
3. The BCRA is authorized to transfer ownership for the purpose of redevelopment in accordance with the Redevelopment Plan which can be found by visiting the above referenced website. In entering into a contract for sale, the BCRA will take into account and give consideration to the objectives of the Redevelopment Plan, and any restrictions, covenants, conditions and obligations proposed by the purchaser in furtherance of the Redevelopment Plan as consideration for the purchase.
4. The BCRA shall consider all proposals submitted, which may include plans and specifications, financial and legal ability, time schedule and purchase terms and conditions. Upon evaluation, the BCRA may negotiate with the proposer for a parcel and may accept such proposal as the BCRA deems to be in the public interest and in furtherance of the purposes of the Redevelopment Plan.
5. The BCRA may reserve such powers and controls through disposition and development documents with Proposers as may be necessary to prevent transfer, retention, or use of property for purposes which are inconsistent with the objectives of the Redevelopment Plan and to ensure that development begins within a period of time which the BCRA determines to be reasonable.
6. There may be opportunities for shared Stormwater and/or shared parking with the adjacent 4.85 acre Marina located to the east (Known as “Pelican Harbor Marina”).
7. Property purchased shall be used and developed in accordance with the final negotiated contract.
8. Prior to the sale of any parcel of land the City will file, at its cost, a Release of Lien in the public records as to any City lien of record.

#### **LEGAL DESCRIPTION / AERIAL PHOTO**

Brevard Property Appraiser Tax Account # 2832800 & 2332801





Land Data	
Total Acres: 2.30	Site Code: 0165
Abbreviated Description:	
Plat Book/Page: 0002/0003	
Subdivision: Palm Bay Map Number 1	
Description: Lots 8 Thru 11 Ex N 150 Ft Of Lot 8 & N 150 Ft Of E 10 Ft Of Lot 9 Blk 2	

Land Data	
Total Acres: 0.24	Site Code: 0001
Abbreviated Description:	
Plat Book/Page: 0002/0003	
Subdivision: Palm Bay Map Number 1	
Description: N 150 Ft Of Lot 8 & N 150 Ft Of E 10 Ft Of Lot 9 Blk 2	

## SECTION III

### **PROPOSAL SUBMITTALS**

For the proposal to be considered, one (1) original **marked "ORIGINAL"**, one (1) copy, and one (1) electronic PDF copy on Compact disk (CD) of the proposal be received by the City of Palm Bay on or before 3:00 P.M. August 22, 2016.

**NOTE: Proposals will not be opened at the same time as identified above.** The proposal opening will be conducted in a public meeting to begin at 3:15 P.M. on, Monday, August 22, 2016. Only the name of the firms who submitted a response to this Request for Proposal will be read aloud. The location of the opening will be the Purchasing & Contracts Division, Conference Room, 120 Malabar Road SE, Suite 200, Palm Bay, FL 32907.

All Proposals must be executed and submitted in a single sealed package. Proposer shall mark Proposal package, "RFP No. 24-0 2016/JM, Sale of Waterfront BCRA Property". Proposer's name and return address should be clearly identified on the outside of the package.

Proposer shall submit two (2) complete sets with all supporting documentation as follows:

- One (1) hard-copy original (marked "ORIGINAL") and signed in blue ink. Submittal will include the cost proposal plus one (1) electronic PDF copy on compact disk (CD) of the proposal complete with all supporting documentation.
- One (1) hard copy (marked 'COPY')

Proposals submitted by facsimile (fax) or electronically via e-mail will NOT be accepted. Submittal of a Proposal in response to this Request for Proposal constitutes an offer by the Proposer. Proposals, which do not comply with these requirements, may be rejected at the option of the City. It is the Proposer's responsibility to ensure that Proposal submittals are in accordance with all addendums issued. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from its terms and requirements. Addendums are available online at <http://www.demandstar.com>, and [www.publicpurchase.com](http://www.publicpurchase.com). Both links can be obtained through the City of Palm Bay Web Page <http://www.palmbayflorida.org>, under the Finance Department, Purchasing Division.

## SECTION IV

### **REQUEST FOR PROPOSAL TIME LINE**

The **anticipated** schedule for this RFP is as follows:

Proposal Issue Date	7/22/2016
Proposal Advertised	7/22/2016
Pre-Proposal Conference	8/4/2016 @ 9:00 am
Deadline for Questions	8/15/2016
Submission Deadline (RFP close date)	8/22/2016 @ 3:00 pm
RFP Opening Date	8/22/2016 @ 3:15 pm
BCRA Meeting to Review	8/23/2016
BCRA Administrator Negotiations	TBD
BCRA Approval of Final, Negotiated Agreement	TBD
City Council Consideration of Final, Negotiated Agreement	TBD
Contract Award	Following Council Approval
Building Permits secured	No later than December 31, 2017

## **EVALUATION PROCEDURE**

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City and the BCRA will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 4 is the most favorable in all sections. For evaluation purposes, the term "Responsible" means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer's response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsible to the requirement.
- 1 = Below Minimum Standards: Responsible to the requirement but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsible to the requirement.
- 3 = Satisfactory: Above minimum performance, effective and responsible to the requirement.
- 4 = Exceeds Expectations: for effectiveness and is responsible to the requirement

NOTE: The Committee member's score times the "weighted value" assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of **4 X's** weighted value of **10** = Maximum of **40-Points**).

Proposers submitting the required criteria will have their proposals evaluated and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer's submittal. After written clarification is completed, the Committee members will have an opportunity to revise their individual scores for the non-price factors.

## **CRITERIA**

Proposers shall include the following information in their written proposal document and should use the following format when compiling their responses. Sections should be tabbed and labeled; pages should be sequentially numbered at the bottom of the page.

**Title Page: (Non-scored)**

Title Page shall show the request for proposal's subject, title and proposal number; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.

**Tab 1 - Transmittal Letter: (Non-scored)**

The response shall contain a cover letter signed in blue ink by a person who is authorized to commit the offeror to perform the work included in the proposal, and should identify all materials and enclosures being forwarded in response to the RFP.

**Tab 2 – Completed Proposer’s Information Form (page-1) (Non-scored)**

**Tab 3 – Summary of Qualifications (maximum 4 x 7.5 = maximum of 25 points)**

- Provide a brief discussion about the offeror's business history and current purpose / function the marketplace including how many years the company has been engaged in business under the present name;
- Indicate specifically the members of the firm who will have primary responsibility for the City’s contract and provide a resume for each;
- Indicate all key individuals and their tasks and/or areas of expertise;
- Provide a list of similar prior projects, stating the approximate value for each and month / year transaction was completed;
- Include a certified letter of funds available from an authorized financial institution guaranteeing 100% of the price proposal amount.

**Tab 4 – Timeline for Building & Permits (maximum 4 x 2.5 = maximum of 10 points)**

- Provide schedule for completing redevelopment of the property;
- Provide schedule to ensure that building permits are secured no later than December 31, 2017.

**Tab 5 – Proposed Uses (maximum 4 x 7.5 = maximum of 30 points)**

- Provide the proposer’s plans to redevelop property for commercial / mixed use;
- Include list of proposed uses and retail tenants, if applicable;
- Provide estimate of assessed values and jobs created;
- Provide plan to include public access point(s) to the waterfront area through the property, such as boardwalks, day docs, etc.; of which will be negotiated as a part of the final agreement for sale.

**Tab 6 - Additional Required Proposal Submittal Forms: (Non-scored)**

Identical Tie Proposal Sheet (if applicable); Vendor Certification Regarding Scrutinized Companies’ Lists; Non-Collusion Affidavit

**Tab 7 - Proposed Price: (maximum 35 points)**

- List amount proposer offers to purchase the real estate; use form on page 19

Calculation of points for proposed price will be completed as described in the following **EXAMPLE**. Highest Price Proposed with a weighted multiplier of 30% of an available 100% total value (30-points):

	PROPOSAL PURCHASE PRICE	HIGHEST PRICE PROPOSED	% OF HIGH	MULTIPLIER	TOTAL POINTS ASSIGNED
Company #1	\$1,000,000.00	\$1,300,000.00	76.9%	30	23.1
Company #2	\$1,200,000.00	\$1,300,000.00	92.3%	30	27.7
Company #3	\$1,300,000.00	\$1,300,000.00	100.0%	30	30.0

## **SELECTION PROCESS**

### **Final Ranking and Recommendation for Award**

Final Ranking and recommendation for award will occur in accordance with the Disposition Procedures for Property Sold by the BCRA which is contained in their Priorities and Policies for Property Acquisition and Disposition, dated March 11, 2008, and reads as follows:

- Proposals will be received and analyzed by the BCRA Administrator.
- The BCRA Administrator shall take responsive proposals to the BCRA at a noticed public meeting. The BCRA shall consider the financial standing and status of the proposer.
- The BCRA will direct the BCRA Administrator to negotiate with the proposer.
- The BCRA considers the negotiated proposal and either recommends approval or denial of the negotiated proposal to City Council. The BCRA may accept any proposal it deems to be in the public interest and which furthers the goals and objectives of the Bayfront Redevelopment Plan.
- City Council considers the negotiated proposal and either approves or denies the proposal.
- If approved, purchase and sale agreement is drafted by the BCRA Attorney.
- The BCRA and City Council review and either approve or deny the Purchase and Sale Agreement.
- If approved the BCRA Executive Director closes the transaction.



## **SECTION V APPENDIX**



**REQUEST FOR PROPOSAL #24-0-2016/JM  
SALE OF WATERFRONT BCRA PROPERTY**

**PROPOSALS TO BE RECEIVED NO LATER THAN  
3:00 P.M. ON MONDAY 8/22/2016**

**PROPOSAL OPENING (NOTE: NOT SAME AS RECEIPT DATE)  
3:15 PM ON MONDAY 8/22/2016**

**PROPOSAL FORM**  
**RFP NO. 24-0-2016/JM, SALE OF WATERFRONT BCRA PROPERTY**  
**SHEET 1 OF 2**

The undersign hereby declares that after examining the Proposal Documents for which proposals were advertised to be returned no later than 3:00 p.m., Tuesday, August 22, 2016, does hereby submit a response to the proposal and warrants that:

- a. She/He is an officer of the organization.
- b. She/He is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. She/He has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.
- d. If the proposal is accepted, a Purchase Order and/or Contract will be issued as proposed subject to any revisions mutually agreed-upon by the City and the Proposer.

In submitting this Proposal, Proposer represents as more fully set forth in the agreement, that Proposer has examined copies of all the contract Documents and of the following Addenda:

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_                      Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
 Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_                      Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of this Agreement. For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Contractor expresses its willingness to enter into this Agreement with the knowledge that the Contractor's recovery from the City to any action or claim arising from the Agreement is limited to a maximum amount of the contract value less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any manner intended either to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes, or to extend the City's liability beyond the limits established in said Section; and no claim or award against the City shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest. This section shall not prevent the City from taking corrective action against the Contractor.

**Conflict of Interest:** *The undersigned hereby declares that any person(s) employed by the City of Palm Bay, Florida, who has direct or indirect personal or financial interest in this bid or in any portion of the profits which may be derived therefrom has been identified and the interest disclosed by separate attachment. (Please include in your disclosure any interest which you know of. An example of a direct interest would be a City employee who would be paid to perform services under this proposal. An example of an indirect interest would be a City employee who is related to any officers, employees, principal or shareholders of your firm or to you. If in doubt as to status or interest, please disclose to the extent known).*

\_\_\_\_\_  
Authorized Signature

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

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

**PROPOSAL FORM**  
**RFP NO. 24-0-2016/JM, SALE OF WATERFRONT BCRA PROPERTY**  
**SHEET 2 OF 2**

**Total Proposed Price for Purchase of the Property:**

**\$** \_\_\_\_\_  
Dollar Amount

_____	_____
Authorized Signature	Address
_____	_____
Printed Name & Title	City, State, Zip Code
_____	_____
Company	Telephone Number
_____	_____
Date	Fax Number
_____	_____
Email Address	Cell Phone Number

**IDENTICAL TIE PROPOSALS**

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
- 2) Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Proposal a copy of the statement
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
- 5) Impose sanctions on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
- 6) Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
COMPANY

\_\_\_\_\_  
DATE

**VENDOR CERTIFICATION REGARDING  
SCRUTINIZED COMPANIES' LISTS**

Respondent Vendor Name:

\_\_\_\_\_

(Name of Company) FEIN:

\_\_\_\_\_

(Name of Company) Authorized Representative's Name and Title:

\_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number:

\_\_\_\_\_

Email Address:

\_\_\_\_\_

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies Boycotting Israel List, or do any business with Cuba or Syria. The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" is attached hereto as Exhibit "1."

As the person authorized to sign on behalf of \_\_\_\_\_, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or does any business with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject \_\_\_\_\_ to civil penalties, attorney's fees, and/or costs.

Certified By:

\_\_\_\_\_

who is authorized to sign on behalf of \_\_\_\_\_.

Authorized Signature Print Name and Title:

\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

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

- (1) He/she is \_\_\_\_\_ of \_\_\_\_\_,  
Title Firm/Company  
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 a collusive or sham Proposal.
- (4) Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees or parties in interest including this affiant, has in any way, colluded, conspired, or agreed, directly or indirectly, with any other Proposer, firm or person, to submit a collusive or sham Proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by Agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful Agreement any advantage against the City of Palm Bay, Florida, or any person interested in the proposed Agreement.
- (5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, or unlawful Agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties of interest, including affiant.

(Signed) \_\_\_\_\_  
\_\_\_\_\_  
(Title)

STATE OF FLORIDA  
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

\_\_\_\_\_  
\_\_\_\_\_  
(Signature of Notary Public)  
(Name of Notary Typed, Printed or Stamped)  
Notary Public  
\_\_\_\_\_  
(Serial Number)  
(Notary's Seal)

