



RFP MCRA 2015- **

REQUEST FOR PROPOSALS (RFP)

“MARGATE CRA (MCRA) CITY CENTER DEVELOPMENT”

DRAFT

RFP Release Date: March 12, 2015

RFP Submission Deadline: Tuesday May 12, 2015 at 2:00 p.m.

RFP Contact: Margate Community Redevelopment Agency (MCRA)
c/o City of Margate Purchasing Division
Patricia Greenstein, Purchasing Manager
5790 Margate Boulevard
Margate, FL 33063-3699
Telephone: (954) 935-5346

Email: purchase@margatefl.com

City Web Address: www.margatefl.com

MCRA Web Address: www.margatecra.org

Sealed submittal packages must be addressed to the above and delivered by the time and date as stated in the submission deadline. Submittal packages must be received in hard copy as stated in the submittal guidelines and must be clearly marked on the outside as RFP MCRA 2015-**, MCRA CITY CENTER DEVELOPMENT

1. Project Summary and Process

a. Summary

The Margate Community Redevelopment Agency (MCRA), in Margate, Florida is seeking development partners to finance, build and operate compatible commercial, residential or office development(s) as part of an overall Margate City Center. The site is located at the intersection of Margate Boulevard and State Road 7 and includes the northwest and southwest corners, a vacant parcel just to the south of Park Road (former bank), the Ace Plaza along Margate Boulevard and the former Swap Shop site on the east side of State Road 7. The MCRA has acquired and assembled the land for the City Center project. In addition, the MCRA has constructed streetscape improvements along the major commercial corridors within the City and currently maintains these improvements.

The City and MCRA's goals are to create an active and walkable entertainment, recreation and commercial destination. Pursuant to the 2009 Margate Community Redevelopment Plan, City Center *"is intended to be an asset to the City of Margate that is well integrated into the fabric of the community with strong relationships to other parts of town, It is also intended to continue as the center of civic activity but also become the community activity center, living room and place that residents feel comfortable going and spending time to shop, live, work and play."*

The MCRA has taken steps to clearly define the goals and expectations for development of the City Center project. To that end, the MCRA has prepared a demand analysis for the site and created a Conceptual Site Plan based on the estimated market demand for commercial, office and residential uses. While the demand analysis provides data for consideration, the MCRA recognizes that changing real estate market conditions may impact the ultimate build out of the site. However, respondents should be prepared to submit proposals that provide for a mixed use urban center. As part of the Conceptual Site Plan, the MCRA identified specific public spaces and recommended future infrastructure projects to facilitate development of City Center including a public waterfront park and amphitheater, public squares, future parking, and road and greenway development. The first phase of public improvements is underway through the development of a Master Stormwater Plan. Other infrastructure and improvement projects will be phased as development occurs.

b. Process

The Margate Community Redevelopment Agency Board of Directors (the "Board") is desirous to expedite the process of redevelopment for the Margate City Center. A two-step process for seeking qualified firms and proposals was developed. **Step 1) Request for Qualifications (RFQ)** - On November 20, 2014 the MCRA issued an RFQ to identify qualified developers that are sufficiently experienced and capitalized to complete development on all or a portion of the site. **Step 2) Request for Proposals (RFP)** – Issued March 12, 2015. Once deemed qualified, selected developers are invited to submit a Proposal for development to include proposed timeline and phasing, development program, conceptual design plans, preliminary pro-forma and potential financing of the proposed development.

NOTE: ONLY THOSE DEVELOPMENT FIRMS THAT HAVE BEEN QUALIFIED THROUGH THE STEP 1 – RFQ PROCESS ARE ELIGIBLE TO PARTICIPATE IN THE STEP 2 – RFP PROCESS.

TABLE OF CONTENTS TO BE INSERTED HERE

2. Site Information

The City of Margate, Florida is centrally located in northwest Broward County between the cities of Coral Springs and Coconut Creek. There are approximately 55,000 residents living in Margate and 41,000 within a 5-minute drive of the proposed City Center site. The MCRA recently completed a market analysis and Strategic Marketing Plan as well as a rebranding of the City of Margate.

The MCRA currently owns 36.46 contiguous acres of land for the City Center (see site map on the following page), however, there are additional contiguous properties included in the Conceptual Plan which are not under MCRA control or ownership. In addition, the southwest corner of Margate Boulevard and State Road 7, known as Chevy Chase Plaza, and the strip center just to the west on Margate Boulevard, known as Ace Plaza are currently owned and operated by the MCRA and include a tenant mix of food and beverage, retail and services. The MCRA currently has lease agreements with these tenants to provide for a one year termination clause. However, there is a desire by the MCRA to retain those existing tenants that would be compatible with the new development by relocating them into the City Center project. At such time that relocation of existing tenants (to City Center or elsewhere) is imminent, the MCRA shall institute a relocation program for existing tenants, per the recommendations of the Margate Community Redevelopment Plan.

Adjacent to the City Center site are several civic and community uses including the City of Margate City Hall, the Northwest Focal Point Senior Center, City of Margate Community Center, a Fire Rescue Station and the Broward County Catharine Young Library. As part of the overall plan for the City Center project, these uses may be relocated or more fully integrated into the City Center project to create a Civic Campus.

a. Land Use and Zoning

In 2008, the City of Margate completed a Comprehensive Plan Amendment to designate the entire State Road 7 corridor, including City Center, as a Transit Oriented Corridor (TOC) per Broward County's Land Use Plan. The intent of the TOC is to facilitate mixed use development with access to transit stations or stops along high performance transit service corridors. The TOC encourages an appropriate balance of residential and non-residential uses that are designed to support each other. An increase in residential density is part of a planned growth management strategy to stimulate pedestrian-oriented live and work places in connection with planned public transit. Pursuant to the City's Future Land Use Element (FLUE) Policy 13.3, exclusively residential buildings that are not part of an overall mixed use project are discouraged unless supporting commercial and office uses are located within 1000' linear feet. The City of Margate also rezoned the Transit Oriented Corridor land use area to create three distinct districts. The City Center district is designated TOC-CC. Specific urban design guidelines and permitted uses within this zoning district can be found in the Margate Zoning Code, and may be viewed in the Margate City Clerk's Office at City Hall or on the web at www.municode.com.

The TOC currently has a total of 603 residential units available for entitlement to residential and/or mixed use projects. Over the next year, the City and/or MCRA will evaluate the current entitlements and begin the Land Use Plan Amendment process to secure additional units for the TOC. Note that pursuant to the City's Comprehensive Plan FLUE Policy 13.3, a minimum of fifteen percent (15%) of any residential units proposed for the project must be affordable housing consistent with Broward County Planning Council Administrative Rules Document Article 8. The intent of the affordable housing is to ensure that those affordable units are integrated into a development proposal and not easily identified by location or design with the overall community. Note also that the MCRA is not seeking affordable residential units in excess of the 15% minimum with this Request for Proposals.

b. Site Map



Map Letter	Folio Number	Land Area	Owner	Address
A	484125030010	736,960 sq. ft.	MCRA	1000 N. State Road 7
B	484125010190	33,256 sq. ft.	MCRA	1291 N. State Road 7
C	484125031343	33,367 sq. ft.	MCRA	N. State Road 7
D	484125031340	234,078 sq. ft.	MCRA	5701 Margate Blvd.
E	484125031280	142,600 sq. ft.	MCRA	5801 Margate Blvd.
F	484125031085	11,250 sq. ft.	MCRA	5750 Margate Blvd.
G	484125031080	222,297 sq. ft.	MCRA	1021 N. State Road 7
H	484125031084	13,907 sq. ft.	MCRA	5700 Margate Blvd.
I	484125031081	18,750 sq. ft.	MCRA	1001 Park Drive
J	484125030110	132,991 sq. ft.	MCRA	911 N. State Road 7
K	484125030100	8,923 sq. ft.	MCRA	NW 9th Court

c. Traffic and Transportation

Average daily traffic along State Road 7, adjacent to the City Center site is 50,000 trips per day. In addition, the State Road 7 corridor has the highest public transportation ridership comparatively in Broward County and also operates “the Breeze” route along State Road 7 which offers limited stop expedited transit service. In terms of transit expansion, the Broward County Education Corridor (Coconut Creek Parkway and north along State Road 7), directly next to the City Center site, is also planned to have dedicated transportation to connect educational institutions from Pompano Beach west to Coral Springs. The MCRA is in the process of constructing improvements along Coconut Creek Parkway to include landscaped medians and bicycle lanes in partnership with the City of Coconut Creek. The City also operates an in town shuttle service.

The City of Margate also took steps to reduce the reservation of future right of way along State Road 7 per the Broward County Trafficways Plan from 200 feet down to 150 feet. The reduction will protect the development along State Road 7 from any future road widenings. The MCRA has plans to make substantial pedestrian improvements at the intersection of State Road 7 and Margate Boulevard as well as a pedestrian greenway along State Road 7 adjacent to City Center to buffer pedestrians and future development from the roadway.

d. Appraisal

According to an appraisal prepared on February 23, 2015, the value of the entire 36.46 acre site is \$30,880,000.00. A copy of the appraisal will be made available upon request.

e. Surveys

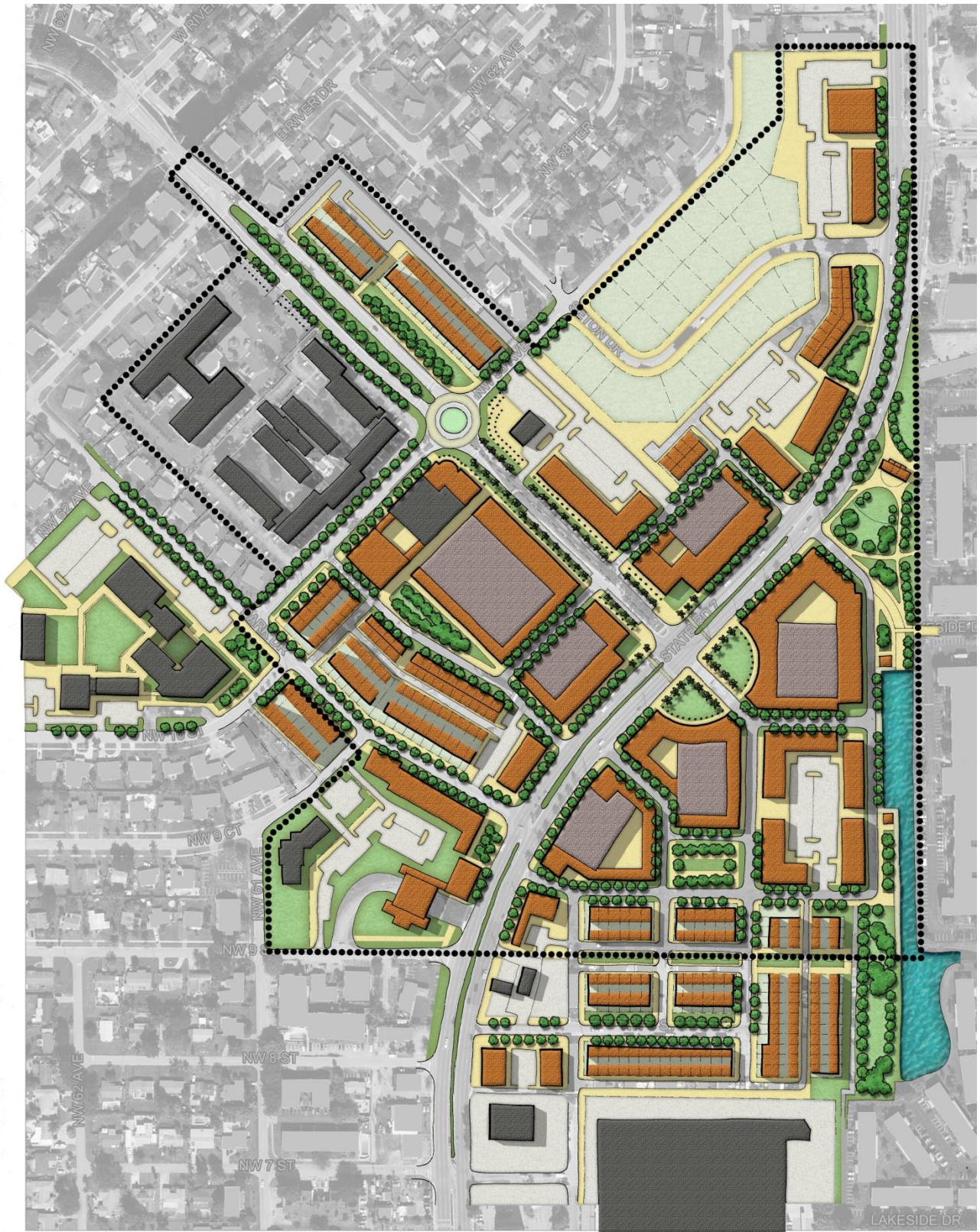
Surveys of the parcels were conducted in February and March 2015 and will be made available upon request.

3. The Conceptual Plan

a. Description

The Conceptual Site Plan for City Center contemplates a mix of commercial, residential and office uses to create a vibrant and active urban neighborhood with a mix of housing and shopping choices. The community envisions a central gathering place or town square for community events and entertainment that will be anchored by a waterfront park with an amphitheater programmed by the City or MCRA to attract residents and non-residents to City Center. While the primary goal for the community is to create a place to “gather,” eat and be entertained, additional uses such as residential, office and potentially a hotel should be included.

The original concept plans for the site included building heights up to 6 stories. Currently the zoning allows up to 8 stories, however there is a community preference to keep the City Center project at a lower scale with a more “small town” feel than high density urban. While the actual layout of the conceptual plan may change, the guiding principle for the City Center is to keep it walkable, comfortable and accessible from adjacent neighborhoods, preserving the grid and creating public spaces.



Conceptual Master Site Plan



Conceptual view looking West down Margate Boulevard



Conceptual view of the Waterfront Park, Marketplace and Amphitheater



Conceptual view looking Southeast (former Swap Shop property)

b. MCRA Participation

The MCRA Board is committed to expediting the public improvements as private development occurs, and is prepared to allocate more than \$10 million over the next several years for the project's infrastructure needs and public amenities. Preparation of a Master Stormwater Plan and Permit for the entire 74 acres included in the Conceptual Site Plan inclusive of both MCRA owned and adjacent non-MCRA owned properties is currently underway. This plan is a precursor for the design and development of a waterfront park and amphitheater on the former Swap Shop property (parcel A). The planned park will provide multi-purpose amenities including an outdoor stage and green for events and performances and an expanded waterfront. The waterfront area will account for a portion of the stormwater storage, but will also serve as a feature that will connect with the adjacent Lemon Tree Lake and eventually be accessible for recreational use from the City Center site. The City is in the process of completing a Master Parks and Recreation Plan, and there has been some discussion about the need for a new multi-purpose recreation facility/community center, that could possibly be located on the City Center site. A facility of this nature might serve as an anchor to a mixed use project on the Swap Shop property. The MCRA funding may also be utilized for improvements such as the project's internal roadway system, a greenway along SR 7, utility upgrades, public parking facilities, public plazas, fountains and other amenities, and may also be applied to land acquisition costs if expansion of the development site is proposed. Respondents should specify the manner in which they propose to apply the MCRA funding.

c. Market Demand/Development Program

According to a Market Analysis prepared by MCRA consultants Redevelopment Management Associates (RMA) as part of their creation of the Margate City Center Conceptual Site Plan, there appears to be a current demand for approximately 125,000 square feet of retail, as indicated in the table below. The MCRA currently operates approximately 90,000 square feet of commercial buildings on the site which would be replaced by the proposed City Center project. It is also understood by the MCRA based on the table below that additional residential development on and around the City Center site could drive additional demand for commercial.

	<u>Current Demand</u>	<u>Future Demand</u>	<u>Total Demand</u>
Net new retail SF	91,688	44,010	135,698
Net new food and beverage SF	32,963	15,822	48,785
Total SF	124,651	59,832	184,483
 Total Housing Units	 1,079	 213	 1,292
 Mid-level Hotel Rooms	 80 - 120	 80 - 120	 160 - 240
 Total Office	 10,000	 15,000	 25,000

The MCRA also conducted a more detailed analysis of the retail marketplace and identified its socioeconomic profile, primary and secondary markets. As noted previously, this analysis illustrated the ability to capture consumers from the over 41,000 people living within a 5-minute drive time. Also notable to the City Center site is the location of the City's two primary employers, the City of Margate, with its City Hall adjacent to City Center, and Northwest Medical Center which is 2 miles north of the City Center site. Northwest Medical Center has been undergoing an ambitious expansion, adding a new heart and vascular institute and increasing the size of its emergency room facilities.

4. Submission Requirements

Tab #1 Cover Letter

Tab #2 Qualifications and Experience

- a. Provide the name, address, telephone number, fax number and email address for the representative authorized to act on behalf of the applicant. This should be the primary contact for the MCRA and the individual to address any correspondence to.
- b. Provide the name, address, telephone number and fax number for the primary developer including a brief description of the entity including years in business, number of projects completed and description of the legal/operational structure by which it does business.
- c. Provide an organizational chart for the development team including the overall management structure and roles in developing the City Center site.
- d. Provide the name, address, telephone number, fax number and email address for each Principal, Partner, or Joint Venture Partner participating in the development project. Provide a brief description to include qualifications and years of experience for each individual as well as resumes.
- e. Provide the name, title and company affiliation of any other team members included in the organizational chart or known at this stage of the RFQ. Provide a brief description to include qualifications and years of experience for each individual as well as resumes.
- f. Provide a summary of at least three (3) past development projects completed in the last 10 years similar to what would be proposed for City Center including financing structure, timeline from design to completion, and project Principals, Partners or Joint Venture Partner involved in the project and their roles.
- g. List any public private projects completed by the entity (if any) and give the names and contact information for any public sector partners. If the entity has not engaged in any public private projects please provide public sector references who can speak to the entities capability. Please provide a minimum of two (2) projects or references.

Tab# 3 Conceptual Development Plan

- a. Identify what portion or portions of the redevelopment site are proposed for development (i.e., entire site, western parcels, Swap Shop property). If additional property/properties (NOT owned by the MCRA) are to be incorporated into the development, the RFP response must include proof of the proposer's ownership of that property, or a valid, signed sales contract indicating the owner's agreement to sell the property to the proposer. In the absence of such documentation the additional property(ies) will not be considered in evaluating the proposal.
- b. Provide a detailed discussion of the proposed Project, including but not limited to: (a) respondent's analysis of the project site; (b) description of the proposed project including unique features and opportunities; (c) parking configuration and layout, and (d) impact of, and relationship to, adjacent properties. This narrative should describe the firm's management strategy which will ensure a successful Project.

- c. Clearly identify the uses or combination of uses that meet or exceed the project goals and provide an exciting and fun draw for residents of and visitors to City Center. Respondents are to submit their concept on the type of restaurant or food and beverage and retail outlets that are contemplated for this project. Provide letters of interest from restaurant or retail tenants if available. Include specific names of businesses, current locations if already in existence and descriptions of the uses. Address the ability to relocate certain businesses from the existing commercial centers on the site into the new development. Include photos or other visual elements where appropriate to describe the tenant mix.
- d. The submittal shall include a conceptual site plan showing the height and layout of the buildings, amenities, common areas and proposed parking.
- e. Identify locations and general layout of public amenities such as waterfront promenade, amphitheater, recreation/open space areas, and how they are integrated into the overall development.
- f. The site plan shall include general floor plans showing the concept for the entire project including approximate square footage of uses, number and layout of parking spaces, public open space, building elevations etc. All drawings submitted shall be 11" x 17".
- g. Provide conceptual renderings/architectural elevations of the architectural style and site evaluations from all sides on 11" x 17" white paper.
- h. Describe in detail how the Respondent will address the parking needs for the development of the site including the number of spaces anticipated to support the development and the proposed terms for the parking. Include on-site and off-site assumptions (if any). The development proposal should clearly define the assumptions or requirements regarding MCRA participation to meet parking requirements and demand. It is anticipated the MCRA will contribute to the construction costs for public parking spaces (not for spaces associated with private or residential uses), however, the number of spaces and amount of funding must be determined. Any proposed conceptual parking structure plans should be prepared by a qualified parking consultant or by an architect in consultation with a qualified parking consultant.
- i. Provide a Traffic Statement for the access points in and around the parcels as they relate to the proposed development and uses. Address efforts to promote walkability and transit use as well as enhance pedestrian safety within and around the development. Indicate means of access from the site to adjacent transit stops.
- j. Submit a projected development schedule showing all appropriate milestones including periods for development agreement negotiation, closing, site plan approval, design, construction and date of occupancy. If the project is to be phased, identify the parcels being phased and describe the time frames for development.
- k. Describe how the project will be marketed to prospective buyers/lessors. Identify any additional or unique resources, capabilities or assets which the Respondent would bring to this project.

Tab #4 Project Costs (Construction and Operating)

- a. Submit a total project cost analysis stating, by category, the major elements of the project. The major cost items shall include, at a minimum, land costs, site development costs (including but not limited to paving, grading, drainage,

- landscaping, site lighting, right-of-way improvement, and surface parking) building construction costs (including parking structures, if applicable), permit and impact fees, tenant improvement allowances, architectural and engineering costs, marketing costs, financing costs, and any other significant costs. The intent of this preliminary development budget is to assist in evaluating the financial feasibility of the project at this conceptual stage and it should be realistic given the proposer's experience.
- b. Submit a preliminary operating pro forma estimating the development's operating income and expenses for a period of time (minimum 10 years) after completion to demonstrate financial feasibility. The proforma should include the following:
- Projections of sales and/or leases over time. This should also provide information on anticipated sale/lease rates for the commercial and residential uses, including vacancy contingency through time.
 - Estimates of project operating expenses (including property taxes, insurance and maintenance costs), annual debt service, and marketing and sales costs.
 - Gross Income, Net Operating Income, Developer Cash-Flow before taxes, and Return on Investment to project partners and investors.
- c. Submit a financing plan which includes a proposal for securing construction and permanent financing for the project. The financing plan should account for all debt and equity investment required to fund the project as well as an analysis of the project's return on investment, debt service coverage ratio and other financial information that will indicate the financial strength of the proposed development. Third party evidence of an ability to secure financing such as a preliminary financing commitment letter or letter of interest from a lending institution or other primary source of investment financing must accompany the RFP response. A firm financing commitment from a lending institution or other source of investment financing will be required prior to the execution of a lease or closing of the sale of the land, or as otherwise stipulated in negotiated agreements between the proposer and the MCRA.
- d. Indicate the mechanism for complying with the affordable housing requirements (15% of residential units to remain affordable for 30 years)

Tab# 5 Developer(s) Proposed Terms

Provide a description of the proposed terms for a land lease or purchase of the property. If leasing, include a general range or narrative for a proposed annual rent structure to lease the site from the MCRA, and an overview of other revenue and expenses proposed for the public and private parties. State the offering price or lease amount for the property. The offering should state the terms of payment, the anticipated closing date if applicable, and any conditions, contingencies, and additional requirements that affect the purchase including any request for financial participation from the MCRA.

Pursuant to Florida Statutes Chapter 163.380(2), offers that are less than appraised market value or current lease rates for the area, should include a description of long term benefits that the project will provide to the MCRA, the City, and the surrounding

area. The sale or lease of the property by the MCRA for less than “fair value” shall require approval by the City Commission.

Tab #6 Proposal Security

Respondents are to enclose a check in the amount of **\$15,000.00** USD payable to the Margate Community Redevelopment Agency as security for the proposal. The security of the successful respondent will be retained until such entity has executed an Agreement with the MCRA, whereupon the proposal security will be returned. If the successful respondent fails to execute and deliver the Agreement after the Notice of Award, the MCRA may annul the Notice of Award and the proposal security of that respondent will be forfeited. Firms not selected for negotiation will have their deposits returned.

Tab# 7 Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this project by the City and the MCRA. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability, including successful Respondent's ability to obtain Builder's Risk coverage during all construction aspects of the project, will speed the review process to determine the most qualified Respondent. The successful Respondent shall not commence operations, construction and/or installation of improvements until certification or proof of insurance, detailing terms of coverage, has been received and approved by the MCRA. The certification or proof of insurance must contain a provision for notification to the City and MCRA ten (10) days in advance of any material change in coverage or cancellation. The successful Respondent shall furnish to the City and MCRA the certification or proof of insurance required by the provisions set forth herein, within ten (10) days after notification of award of contract. The following insurance coverage shall be required:

- Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- Real & Personal Property Insurance. The Contractor is responsible for any loss or damage to tools, equipment and supplies at the job site and is also responsible for any loss or damage to buildings being constructed until that building is completed and a certificate of occupancy is issued.
- Liability Insurance
The City of Margate and the MCRA shall be named as an additional insured, on General Liability Insurance only, in connection with work being done under this contract. Such Liability insurance shall include the following types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance		Each Occurrence	Aggregate
GENERAL LIABILITY			
Comprehensive form Premises – operations Explosion & collapse hazards	Bodily injury	\$1,000,000	\$1,000,000
	Property damage	\$1,000,000	\$1,000,000
Products/completed Operations hazard contractual insurance broad form property damage	Bodily injury and property damage combined	\$1,000,000	\$1,000,000
Independent contractors personal injury	Personal injury	\$1,000,000	\$1,000,000
AUTOMOBILE LIABILITY			
Comprehensive Form	Bodily injury (each person)	\$100,000	
	Bodily injury (each accident)	\$300,000	\$300,000
Owned	Property damage	\$100,000	\$300,000
Hired Non-owned	Bodily injury and property damage combined	\$300,000	\$300,000
REAL AND PERSONAL PROPERTY			
Comprehensive form		Organization must show proof they have this coverage, including Builder's Risk	
EXCESS LIABILITY			
Umbrella form	Bodily injury and property damage combined	\$1,000,000	\$1,000,000
PROFESSIONAL LIABILITY		\$1,000,000	\$1,000,000

5. Submittal Format and Timetables

a. Submittal Format

Responses to the RFP must be sealed and must include one (1) original and seven (7) copies of the complete Submittal, as well as an electronic copy (flash drive or disc—do not send via email) of the entire submittal. The seven (7) copies must be bound or in binders on 8.5" x 11" white paper with tabbed/identified sections as stated below.

Sealed proposals must be submitted to the City of Margate Purchasing Division Office by 2:00 p.m. Wednesday April 15, 2015. Responses received after this time and date will not be accepted for any reason. The selection process will follow the timetable as set below.

b. Project Timetable (subject to change)

RFP Issued	Thursday, March 12, 2015
Deadline for Questions	Monday May 4, 2015 at 6:00 p.m.
RFP Submittals Due	Tuesday May 12, 2015 at 2:00 p.m.
Selection Committee Ranking	No later than Wednesday June 3, 2015
MCRA Board Approval of Developer(s)	Wednesday June 10, 7:00 p.m.

The MCRA reserves the right to delay scheduled dates.

Submittals shall follow the guidelines as outlined above as those sections constitute the factors that will be evaluated. ***Any proposals that do not follow these guidelines and do not contain all of the information requested in Section 4, Submission Requirements and Selection Procedures, including the Proposal Security payment, may be considered non-responsive and may not be evaluated.***

6. Selection Process

a. Selection Committee

A Selection Committee will be appointed and will be responsible for selecting the most qualified firm or firms. The Selection Committee will then present its findings and recommendation to the MCRA Board for their approval after which negotiations will begin with the selected firm or firms.

b. Evaluation Criteria and Points

The Selection Committee will rank responses based upon the following criteria:

- Experience and Capacity 30 Points
 - Current and previous experience
 - Experience with similar projects in size and magnitude
 - Project team qualifications
 - Financial capacity
 - Public sector references

- Conceptual Development Plan 45 Points
 - Approach to the project
 - Overall site plan & quality of building design
 - Adequacy, location of parking
 - Creative approach to incorporating public open space, plazas and gathering space into the development plan
 - Elements of site design that provide and promote safe bicycle/pedestrian/transit movements
 - Projected impact of project on local economy (jobs, taxes, revenues, etc.)
- Project Feasibility 15 Points
 - Project feasibility/marketability/appeal to consumers
 - Tenant mix of uses; relocation plan; letters of interest
 - Proposed plan for leasing/selling residential units and commercial space
 - Project implementation schedule/phasing plan
- Proposed Business Terms 10 Points
 - Lease or purchase terms
 - Capital investment
 - Level of cost participation sought from MCRA

c. Other

The MCRA reserves the right to consider any other information pertinent to the criteria listed above.

Firms may be contacted to provide public presentations regarding their proposal as well as their qualifications and ability to furnish the required services.

The MCRA Board has the authority to (including but not limited to): approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or review the responses themselves and/or request oral presentations and select a firm that may be the same or different from what was originally presented to the MCRA Board. All or any responses to this RFP may be accepted or rejected by the MCRA for any reason, or for no reason, without any resultant liability to the MCRA.

7. Contract Award

- a. It is the intent of the MCRA to enter into a contract with the most qualified Respondent(s) based on a competitive evaluation of proposals received.
- b. The contents of the submission of the selected Respondent(s) will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.
- c. The selected Respondent(s) will enter into development agreement negotiations with the MCRA to further define the terms and conditions of the City Center project. That agreement will be approved by the MCRA Board.
- d. All proposals received from Respondents in response to this RFP will become the property of the MCRA and will not be returned. In the event of contract award all

documentation produced as a part of the contract shall become the exclusive property of the MCRA.

- e. The MCRA/City is not responsible for any cost incurred by any Respondent in the preparation of his proposal. In addition, the MCRA/City shall not be responsible for any cost incurred by any Respondent prior to the execution of a written agreement between the MCRA and such Respondent.
- f. The MCRA reserves the right to waive any irregularities, reject and/or accept any and all proposals, in whole or in part, or take other such action as serves the best interests of the MCRA/City.
- g. Any information obtained by the MCRA may be used to determine the suitability of a proposal. The MCRA has the right to use any and all information prescribed in response to this RFP, whether amended or not, except as prohibited by law. Selection or rejection of a proposal does not affect this right.
- h. The MCRA reserves the right to extend the proposal.
- i. Respondents agree to allow the MCRA to conduct an independent credit evaluation of their firms, including obtaining current credit and Dun & Bradstreet (D&B) ratings on their firms. The MCRA also reserves the right to make a pre-award inspection of the selected Respondent's facilities and equipment prior to award of the Contract. The MCRA may conduct a background investigation of the Respondent, including a record check by local law enforcement agencies. Submission of a proposal constitutes acknowledgment of the process and consent by the Respondent to such investigation.
- j. The MCRA reserves the right to hold proposals for a period not to exceed 120 days after the date of the proposal opening before awarding the contract.
- k. Respondents are cautioned to examine all materials and documents pertaining to this RFP. Failure to examine all pertinent documents shall not entitle the Respondent to any relief from any conditions imposed in the RFP and may lead to disqualification of a proposal.
- l. Florida Statutes Chapter 163.380 requires that once a contract is negotiated, the same must be filed with the Margate City Clerk with the Notice of Intent to Award such contract thirty (30) days prior to the execution of such contract. The MCRA specifically reserves the right to refrain from awarding a contract for the sale of any or all of the subject property to any persons and to withdraw from the process and/or negotiations at any time at its sole and absolute discretion. The MCRA reserves the right to enter into a contract with any of the proposers on the basis of the impact on redevelopment by the proposed project at the MCRA's sole and absolute discretion and not necessarily to the proposer offering the highest purchase price. The MCRA expressly reserves the right to obtain economic feasibility studies or third party evaluations with regard to any part of the subject proposals.
- m. Any agreement or contract resulting from the acceptance of a proposal shall be approved by the MCRA and shall contain, at a minimum, applicable provisions of the RFP. The MCRA reserves the right to reject any agreement that does not conform to the RFP provisions and MCRA requirements for agreements and contracts.
- n. The sale or lease of the parcels contained within the development site will occur pursuant to the terms of a Master Development Agreement between the successful Respondent(s) (the "Developer") and the MCRA. It is anticipated that the Agreement will incorporate a project phasing plan that stipulates conditions and timeframes for completion of each phase. The Developer will be required to meet the conditions and timeframes for each phase prior to the MCRA's transfer of the applicable parcels.

8. Contingent Fee Payment

The conveyance or lease of any portion of the City Center site (the Property) will be conditioned upon the execution of a master development agreement ("Agreement") between the MCRA and the selected Developer pertaining to the responsibilities of the parties regarding development of the project. As part of the Agreement the Developer shall agree to pay the MCRA and its successors and assigns a fee for pre-development services contracted by the MCRA, such as economic analysis, site plan review, legal fees, etc. This Contingent Fee ("Fee") shall be equal to one percent (1%) of the total costs of development of the project (excluding the cost of the land) as calculated by the Developer in the most recent version of the pro forma and other financial projections prepared by the Developer and delivered to lenders and/or investors prior to the execution of the Agreement. In the event of any inconsistencies in the projected total costs among different versions of the Developer Financials, the version of the Developer Financials showing the greatest total costs of project development shall be used to calculate the Fee. The schedule for payment of the Fee will be negotiated and included in the Agreement.

9. Standard Provisions

a. Governing Law

Proposers will agree that agreements shall be governed by the laws of the State of Florida, and the venue for any legal action will be in Broward County, Florida.

b. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Respondent must disclose if any City, MCRA, or Redevelopment Management Associates (RMA) LLC employee is also an owner, corporate officer, or an employee of the firm. If any City, MCRA, or RMA LLC employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

c. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a "Drug Free Workplace" as set forth in Florida Statute, 287.087.

d. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

e. Discriminatory Vendor List

Any entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform

work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

f. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the MCRA from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the MCRA from any cost, expense, royalty or damage which the MCRA may be obligated to pay by reason of any infringement at any time during or after completion of the work.

g. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

h. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

i. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the City of Margate Purchasing Division, 5790 Margate Blvd., Margate FL 33063.

j. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the MCRA in writing.

10. No Lobbying, Questions and Further Information

As to any matter relating to this RFP, any Respondent, team member, or anyone representing a Respondent is advised that they are prohibited from contacting or lobbying the MCRA Chair, any MCRA Board Member, MCRA staff, Selection Committee member or any other person working on behalf of the MCRA on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the Respondent's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Respondent and the Respondent's team. All oral or written inquiries are to be directed to the Procurement Official. Any violation of this condition may result in rejection and/or disqualification of the Respondent. This "No-Lobbying Provision" is in effect from the date of publication of the RFP and shall terminate at the time the MCRA selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process. The deadline for all questions shall be Monday, May 4, 2015 at 6:00 p.m. Any questions received and answers thereof shall be provided as an addendum to this solicitation and shall be available for viewing on the City of Margate - MCRA website.

All Questions shall be submitted to the following:

City of Margate Purchasing Division
Patricia Greenstein, Purchasing Manager
5790 Margate Boulevard
Margate, FL 33063
Main Email: purchase@margatefl.com
Fax: (954)935-5258
Phone: (954) 935-5346

11. Conditions and Limitations

This RFP does not represent the MCRA's commitment to offer or enter into an agreement with respondents or to pay any costs incurred in the preparation of a response to this RFP. The timely responses and any information made a part of the responses will not be returned to the sender. The RFP and the selected developer's response to this RFP may, by reference, become a part of the final Development Agreement between the developer and the MCRA resulting from this solicitation.

12. Confidentiality of Documents

In general, documents submitted as part of the response to this RFP will become public records, and therefore will be subject to public disclosure under Florida Statutes Chapter 119. Although, sealed proposals provided to the MCRA in response to this solicitation will temporarily remain confidential, until such time as they become subject to law, and therefore subject to disclosure.

However, under Florida Statutes Chapter 288.075, certain information provided by the Respondent may be categorized as "Proprietary confidential business information" pursuant to the definition under FS Ch. 288.075(b) and (c). If a proposer will be submitting information that conforms with the law and is deemed confidential, said proposer must submit a request in writing to the MCRA that the agency maintain this information as confidential pursuant to State law. Said request should specify the information contained in the proposal of which the exemption from public records law and confidentiality is being requested. Upon receipt of the request the MCRA attorney shall review the information and provide a determination as to the information that the MCRA shall maintain as confidential per the requirements of the law and timeframes set forth in FS Ch. 288.075.