

SECTION I - RESPONSE REQUIREMENTS

1. Submission and Receipt of Responses

- a. The City of Deerfield Beach uses the eProcurement Marketplace to administer the competitive solicitation process, including but not limited to soliciting and receiving responses, issuing addenda, tabulating responses, posting results and issuing notification of an intended decision. Responses will only be accepted from Offerors who have submitted a response through the eProcurement Marketplace by the Close Date and Time indicated. Offerors are strongly encouraged to read the Guides and Tutorials available in the eProcurement Marketplace well in advance of their intention of submitting a response to ensure familiarity with the eProcurement Marketplace and submitting a response through it. The City shall not be responsible for an Offeror's inability to submit a response by the closing date and time for any reason, including issues arising from the use of the eProcurement Marketplace.
- b. Colliers International Florida, LLC ("Colliers") has been engaged by the City to provide real estate broker and consulting services to the City for the sale of the subject property. The Property Offering Enclosure in Section VI of this ITN was created by Colliers for the City for the purposes of this ITN.
- c. All information submitted by Offeror shall be typewritten, scanned as an attachment, or provided as otherwise instructed in the solicitation. Offerors shall use and submit any applicable or required forms provided by the City and attach such to their response. Failure to use the forms provided by the City may cause the response to be rejected and deemed non-responsive.
- d. Responses shall be submitted by an authorized representative of the firm. Responses must be submitted in the business entity's name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Responses shall include an attachment evidencing that the individual submitting the response, does in fact have the required authority to bind the business entity.
- e. All responses will become the property of the City of Deerfield Beach. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.
- f. Responses will be publicly opened in the Purchasing Division, 2nd Floor, 401 SW 4th Street, Deerfield Beach, FL 33441. Offerors and the Public are invited to attend. Responses will be made available for public inspection at such time as the City provides notice of an intended decision or until 30 days after the closing date and time, whichever is earlier.

2. Required Documents and Information

The City deems certain documentation and information important in the determination of responsiveness and responsibility and for the purpose of evaluating responses. The documents and information the City requires each Offeror to submit with their response can be found in the "Response Attachments" tab within the eProcurement Marketplace for this competitive solicitation. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the items required by this competitive solicitation. The responses shall be organized and divided into the sections indicated. The "Response Attachments" are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work

and/or specifications. To the extent the Response Attachments do not address a solicitation requirement, additional documents and information should be provided as deemed appropriate by the Offeror in response to specific requirements stated herein or through the competitive solicitation.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SECTION II – EVALUATION, NEGOTIATION AND AWARD PROCEDURES

The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all responses, or terminate the competitive solicitation process at any time and sell the subject Property by any other lawful means. The City also reserves the right to waive minor irregularities or variations to the specifications and in the competitive solicitation process.

1. Evaluation Procedures

This solicitation is intended to solicit proposals from qualified respondents for the purchase of ±3.75 acres of City owned property located along SW 10th Street at 1045 SW 11th Way, Deerfield Beach FL, 33441 (the “Property”).

Evaluation of the responses will be conducted by an Evaluation Committee comprised of City Staff, a City consultant, or other persons selected by the City Manager or designee. Proposals shall be evaluated based upon the information and references contained in the responses submitted.

a. Tentative Evaluation Committee Meeting Dates

The City will use the following tentative schedule in the evaluation process. The City reserves the right to change and/or delay scheduled events.

Event	Date
Initial Review/Short Listing Evaluation Committee Meeting	September 27, 2022 - 2:00 p.m.
Oral Presentations/Final Ranking (if applicable)	TBD

b. Weighted Criteria

The Evaluation Committee shall evaluate all responsive submittals based on the weighted criteria in this subsection. Additional evaluation criteria may be required and provided to invited firm(s) before their scheduled oral presentation(s)/interview(s), if applicable. Each member of the evaluation committee will conduct an independent review of the responsive proposals prior to the scheduled public evaluation meeting. Each committee member will score the proposals by giving a score of one to the maximum points available for each weighted criteria below, with the maximum points for each criteria being the highest (ex. “Qualifications” criteria - score from 1 to 20, 20 points is the highest scoring). Each member of the evaluation committee will then individually rank the responsive proposals based on the total point scores (the highest score being ranked number 1). The committee members’ rankings will then be added together and those rankings will be the basis for the cumulative ranking. After the committee members’ rankings are added together and totaled, the firm with the lowest cumulative ranking will be the number one ranked firm.

Criteria	Maximum Points
Qualifications, Experience, References, and Comparable Projects	20
Project Description and Development	30
Financial Capability	15
Deal Structure	25
Community and Public Benefit	10
<hr/> Total Points	<hr/> 100

- c. At the conclusion of an initial evaluation the Committee may decide, in the Committee's sole discretion, to shortlist responses for the purpose of further evaluation. The Evaluation Committee may then hold discussions, interviews, presentations or other similar proceedings with all short-listed firms at a subsequent meeting. The evaluation committee reserves the right to amend their scores and re-rank short-listed firms based on the discussions, interviews, presentations, or other proceedings held. In re-ranking the short-listed firms, the Committee shall use the same criteria set forth in this competitive solicitation document and attempt to select the best qualified firm and proposal based upon the information provided during the discussions or interviews with the offerors or the presentations given by the offerors, and the materials presented and the responses. At the conclusion of a subsequent evaluation of the shortlisted firms, the Committee may re-rank the shortlisted firms in accordance with the weighted criteria set forth above and attempt to select the best qualified firm and proposal based upon the information provided during the discussions or interviews with the Offerors or the presentations given by the Offerors, and the materials presented and the responses.

2. Negotiation Procedures

Subsequent to the evaluations discussed above, the City shall conduct negotiations using one of the negotiation methods described herein, in the sole discretion of the City. Negotiations shall be conducted by the City's contracted real estate broker or a negotiator or negotiation team assigned by the City Manager or designee. If a negotiation team is assigned, negotiation meetings shall be conducted in accordance with Section 286.0113, Fla. Stat., which provides:

- a. 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 as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from the Sunshine Law.
- b. Any portion of a team meeting at which negotiation strategies are discussed is exempt from the Sunshine Law.
- c. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

Negotiation Methods

- a. Sequential Negotiations - The City negotiates with the top ranked proposer. If negotiations are not successful as determined by the City, the Purchasing Agent or broker shall formally terminate negotiations and attempt to negotiate with the next ranked proposer and so on until a satisfactory contract can be negotiated that is determined by the City to offer the best value to the City and to be the most capable of assisting the City in achieving the objectives of the Property sale, taking into consideration the evaluation criteria set forth herein. If Offerors were shortlisted, this negotiation process shall not continue beyond the shortlisted firms.
- b. Concurrent Negotiations - The City negotiates simultaneously with two or more top ranked proposers, but no more than those shortlisted if applicable, in the sole discretion of the City. Negotiations continue simultaneously until an agreement upon terms acceptable to the City is reached resulting in a satisfactory contract that is determined by the City to offer the best value to the City and to be the most capable of assisting the City in achieving the

objectives of the Property sale, taking into consideration the evaluation criteria set forth herein.

- c. For both methods, a City issued notice of intent to award or notice of conclusion of negotiations indicates negotiations have ended.

3. Contract Award

- a. Contract award shall be made to the responsive and responsible respondent determined to offer the best value to the City and who is determined to be most capable of assisting the City in achieving the objectives of this solicitation, taking into consideration the evaluation criteria set forth above. **In accordance with Section 7.09(2) of the City Charter, the Contract and Property sale must be approved by a majority of the qualified electors of the City voting at a regular city, general or special election.** In the event a Contract is awarded, the City anticipates the Charter required referendum election would occur on March 14, 2023.

The final contract to be presented to the City Commission for award, subject to referendum approval, may include mutually negotiated and agreed upon terms and conditions. However, the final Contract shall substantially comply with and be consistent with the intent of the competitive solicitation and the Offeror's response.

- b. **Tentative Award Event Dates**

The City will use the following tentative schedule in the award process. The City reserves the right to change and/or delay scheduled events.

Event	Date
City Commission Meeting	November 15, 2022
Referendum Election Vote	March 14, 2023
Contract Commencement	TBD

4. City's Exclusive Rights

The City reserves the exclusive rights to:

- a. Waive any deficiency or irregularity in the selection process;
- b. Accept or reject any or all qualifications statements or bids or responses in part or in whole;
- c. Request additional information as appropriate;
- d. Award all or a portion of the Property set forth in this ITN to one or more respondents as determined to be in the best interest of the City; and
- e. Reject any or all submittals if found not to be in the best interest of the City.

In the event of a sole response, City reserves the right to reject the sole response.

By submitting a response to this ITN, all Offerors acknowledge and agree that no enforceable Contract arises until the City signs the Contract, and that no action shall lie to require the City to sign such Contract at any time, and that each Offeror waives all claims to damages, lost profits, costs, expenses, reasonable attorney's fees, etc., as a result of the City not signing such Contract or as a result of the failure to receive approval of the sale by a majority of the qualified electors of the City as required by Section 7.09(2) of the City Charter.

SECTION III - GENERAL TERMS AND CONDITIONS

1. Addenda, Changes, and Interpretations

It is the sole responsibility of the Offeror to notify the City in writing and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the "Last Date for Questions" as indicated in the "Tentative Schedule of Events", as may be amended by the City. Requests received after this date will not be addressed. Clarifications, modifications, interpretations, and changes shall only be made by the issuance of official addenda by the City. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City. All requests from Offerors and explanations from the City shall be communicated via the eProcurement Marketplace. All addenda are a part of the competitive solicitation documents and each Offeror will be bound by such addenda, whether or not acknowledged by them. It is the responsibility of each Offeror to read and comprehend all addenda issued. Addenda will be posted no later than the "Last Date for Addenda" indicated in the "Tentative Schedule of Events".

2. Multiple Responses

More than one response to this competitive solicitation from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Such a circumstance will lead to rejection of all responses in which the Offeror is involved. If there is reason to believe that collusion exists between Offerors, those parties' responses will be rejected and deemed for City purposes to be a conviction of a public entity crime.

3. Omission of Details

The apparent silence of the specifications and any amendment regarding any details or the omission from the specifications of a detailed description concerning any proposed development, shall be regarded as meaning that only the best commercial practices are to prevail, and that only material and workmanship of first quality are to be used.

4. Mistakes

Offerors are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, and delivery instructions pertaining to the solicitation. Failure of the Offeror to examine all pertinent documents shall not entitle them to any relief from the conditions imposed herein and may lead to rejection of the response.

5. Costs Incurred

The City shall not be liable for any costs incurred by Offerors in responding to or in any way participating in this solicitation.

6. Withdrawal of Responses

Any response may be withdrawn up until the close date and time. Any response submitted to the City and not withdrawn prior to the close date and time shall constitute an irrevocable offer to the City to provide the product and/or services set forth in the solicitation. Offeror warrants by virtue of submitting the response that the response and any purchase price quoted in the response will be firm for acceptance by the City for a period of one hundred eighty (180) calendar days from the close date unless otherwise agreed upon by the City and Offeror.

7. Acceptance of Responses / Minor Irregularities

Any or all responses to solicitations may be rejected by the City Manager in whole or in part when it is in the best interests of the City. The City reserves the right to accept or reject any or all responses, part of responses, and to waive minor irregularities or variances to specifications

contained in responses that do not make the response conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract, does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other Offerors, and does not affect the fundamental fairness of the solicitation process.

8. Responsiveness

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

9. Responsibility

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

10. Offeror's Qualifications

Offeror must possess sufficient financial support, personnel and organization to ensure that it can satisfactorily perform if awarded a Contract. The City shall have the right to investigate the financial condition, experience record, qualifications, facilities and references of each Offeror and determine to its satisfaction the competency, reputation, and responsibility of each to close on the Property purchase, meet the specifications, and conform in all material respects to the solicitation and all of its requirements. Offeror shall satisfy each of the following requirements cited below and failure to do so may result in the response being deemed non-responsive or rejected. **(a)** Offeror, including any principal, officer, agent, or proposed subcontractor, shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission. **(b)** Offeror, including any principal, officer, agent, or proposed subcontractor of Offeror, shall not be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

11. Order of Precedence

In the event of inconsistency between provisions of this solicitation and the resulting Contract, the inconsistency shall be resolved by giving precedence in the following order: **(a)** The Contract, **(b)** Attachments, the Offeror response and Enclosures of the competitive solicitation document whether attached thereto or incorporated by reference, **(c)** Special Terms and Conditions, **(d)** General Terms and Conditions.

12. Legal Requirements

By the submission of a response, the Offeror certifies that a careful review of the Solicitation Documents has taken place and that the Offeror is fully informed and understands the requirements of (i) the Solicitation Documents, and (ii) the applicable provisions of all federal, state, and county laws, and local ordinances, rules and regulations, governing this solicitation and the Property. Lack of knowledge by any Offeror shall not constitute a cognizable defense against the legal effect thereof.

13. Protest Procedures

If an Offeror intends to protest a finding of Offeror's failure to qualify, or proposed award, the Offeror may file a protest in accordance with the procedures set forth in Section 38-118 of the City Code. The protest shall be in writing, shall identify the name and address of the protester, and shall include a factual summary of, and the basis for, the protest. Filing shall be considered

complete when the protest and the Protest Bond are received by the Purchasing Agent. The time stamp clock located in the Purchasing and Contracts Administration Division office shall govern when the protest was received. **(a) Protest of Failure to Qualify.** Upon notification by the City that a bidder, proposer, or responder is deemed non-responsive and/or non-responsible, the bidder, proposer, or responder who is deemed non-responsive and/or non-responsible may file a protest with the Purchasing Agent by close of business on the third business day after notification (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer, or responder to verify the operating hours of Purchasing and Contracts Administration Division. **(b) Protest of Award of Agreement.** After a Notice of Intent to Award an Agreement is posted, any actual bidder, proposer, or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Purchasing Agent by close of business on the third business day after posting (excluding the day of posting) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of Purchasing and Contracts Administration Division. **(c)** Any bidder, proposer, or responder filing a protest shall simultaneously provide a Protest Fee to the City in the form of a cashier's check or payment bond. The Protest Fee will be based on the estimated contract amount. The estimated contract amount shall be based upon the pending award amount submitted by the recommended bidder/proposer. If no contract amount was submitted, the estimated contract amount shall be the City's estimated contract price, in the City's sole opinion. If the protest is decided in the protester's favor, the entire Protest Fee shall be returned to the protester. If the protest is not decided in the protester's favor, the Protest Fee shall be forfeited to the City. The amount of the Protest Fee shall be as follows: the Protest Fee shall be in the amount of \$10,000.00. **(d)** A protest committee shall review all protests. If the Protest Committee denies the protest, the protester may appeal to the City Commission. **(e)** Any actual bidder, proposer, or responder who is aggrieved by a determination of the Protest Committee may appeal the determination to the City Commission by filing an appeal with the City Clerk by close of business on the third Business Day after the protester has been notified (excluding the day of notification) of the determination by the Protest Committee. The appeal shall be in writing and shall include a factual summary of, and the basis for, the appeal. Filing of an appeal shall be considered complete when the appeal is received by the City Clerk.

14. Cone of Silence

In accordance with Section 38-127 of the City of Deerfield Beach Code of Ordinances, during the course of a Sealed Competitive Method, a Cone of Silence shall apply as follows: **(a)** A Cone of Silence shall be in effect during a Sealed Competitive Method beginning upon the advertisement for the competitive solicitation or during such earlier procurement activities as may be declared by the City Commission. The Cone of Silence shall terminate at the time the City Commission takes final action or gives final approval of a contract, rejects all bids or responses to the Sealed Competitive Method or takes other action which ends Sealed Competitive Method. **(b)** Any person or entity that seeks a contract, contract amendment, award, recommendation, or approval related to a Sealed Competitive Method or that is subject to being evaluated or having its response evaluated in connection with a Sealed Competitive Method, including a person or entity's representative shall not have any communication with any City Commissioner, the City Manager or any person or group of persons appointed or designated by the City Commission or the City Manager to evaluate, select, or make a recommendation to the City Commission or the City Manager regarding a competitive solicitation, including any member of the selection committee. **(c)** The Cone of Silence shall not apply to written or oral communications with legal counsel for the City, the City's real estate broker or the Purchasing and Contract Administration Division staff for the City, and shall not otherwise apply as provided in Section 38-127(d). **(d)** Any action in violation of this section shall be cause for disqualification of the bid or the proposal. The determination of a violation and the penalty shall be made by the City Commission.

15. Ethics Code

Offerors are required to acquaint themselves with the provisions in the City of Deerfield Beach's Ethics Code Chapter 2, Article IX, City Code of Ordinances. The City Commission will strictly apply the Ethics Code, including Section 2-505 "Disclosure and Behavior Requirements of Applicants and Person/Entity seeking a City contract or currently doing business with the City". Offeror shall complete the "Ethics Code Disclosure" contained herein. Failure to do so may result in the response being deemed non-responsive.

16. Public Records / Confidential Information

(a) Florida law provides that municipal records shall at all times be open for personal inspection by any person, unless otherwise exempt. Information and materials received by the City in connection with a Offeror's response shall be deemed to be public records subject to public inspection. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. Section 119.07, F.S., provides an exemption from public records law for sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. **(b)** If the Offeror believes any of the information contained in the response is exempt from the Public Records Law, then the Offeror must in the 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.

17. Excluded Parties from the Competitive Solicitation Process

(a) Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any 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 public entity, may not be awarded or perform work as a Offeror, 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, Fla. Stat. for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. **(b)** Pursuant to Section 287.135, Florida Statutes, a bidder may not bid on or submit a proposal for goods or services of \$1,000,000.00 or more if at the time of bidding or submitting a proposal, the bidder: **(i)** Is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes or is engaged in a boycott of Israel; or **(ii)** Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 Florida Statutes; or **(iii)** Is engaged in business operations in Cuba or Syria.

18. Anti-Collusion

Pursuant to Chapter 838, Florida Statutes, it is unlawful for a bidder to knowingly and intentionally influence or attempt to influence any competitive solicitation of the City of Deerfield Beach. The Offeror certifies that it has not divulged, discussed or compared its response and the contents contained therein with other respondents, and has not colluded with any other Offerors or parties to a response whatsoever. Any violation of this provision will result in the immediate cancellation of the contract.

19. Conflict of Interest

No contract will be awarded to a Offeror who has City elected officials, officers or employees affiliated with it, unless the Offeror has fully complied with applicable State laws and County and City Ordinances relating to this issue. Offeror must disclose any such affiliation. Failure to disclose

any such affiliation will result in disqualification of the Offeror and removal of the Offeror from the City's Vendor List and prohibition from engaging in any business with the City.

20. Waiver

No waiver or modification of any contract resulting from this solicitation or of any covenant, condition or limitation contained in it shall be valid unless the waiver or modification is in writing and duly executed by the party to be charged with it. Further, no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting the contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, and duly executed by the party to be charged with the waiver or modification. The parties agree that provisions of this paragraph may not be waived except by a duly executed writing.

21. Survivorship Rights

The contract pursuant to this competitive solicitation shall be binding on both parties to the benefit of the respective parties and their executors, administrators, heirs, personal representative, and authorized successors and assignees.

22. Severability

If any term or provision of the contract resulting from this competitive solicitation is found to be illegal and unenforceable, such term(s) shall be deemed stricken and the remainder of the contract shall remain in full force and effect.

23. Venue

The venue for any and all litigation arising out of the Contract shall be in Broward County, Florida for state court actions and in the US District Court for the Southern District of Florida for federal court actions.

24. Compliance with Applicable Law

Offeror shall comply with all applicable Federal, State, County, City and local laws, rules and regulations.

25. Commercial Refuse Collection

Per Chapter 58, Division 4 of the City's Code of Ordinances, the City is the exclusive provider for collection and disposal of commercial refuse within the City. Successful Offeror agrees to comply with the City's regulations addressing commercial refuse.

26. Indemnification

The Successful Offeror shall indemnify and hold harmless City, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by (a) the negligence, recklessness or intentionally wrongful conduct of the Successful Offeror, and other persons employed or utilized by the Successful Offeror in the performance of the awarded contract, or (b) the failure to obtain approval of the Property sale by a majority of the qualified voters of the City voting in an election as required under Section 7.09(2) of the City Charter. The provisions of this section shall survive the expiration or earlier termination of the awarded contract. Nothing in the Contract shall be deemed or treated as a waiver by the City of any immunity to which it is entitled by law, including but not limited to the City's sovereign immunity as set forth in Section 768.28, Florida Statutes.

27. Contract Negotiations

The City anticipates negotiating a contract in accordance with the Negotiations Procedures provisions in Section II(2) of this ITN.

28. Debarment

By submitting a response to this solicitation, Offeror acknowledges that the City has the right to debar or suspend a Person in accordance with Section 38-124 of the City Code for the Person's **(a)** material misrepresentation or omission to the City; **(b)** breach of contract with the City; **(c)** felony convictions, convictions of crimes involving moral turpitude, or "public entity crime convictions" of a "person" or an "affiliate" of a person, as defined in Section 287.133, Fla. Stat.; **(d)** failure to comply with the code of silence; or **(e)** a finding of violation of the state ethics law or a county or municipal ethics ordinance.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SECTION IV - SPECIAL TERMS AND CONDITIONS

1. Submittal Requirements

Offerors shall provide all of the information requested below in order to be considered for award.

1. Company Profile and Background Information
 - a) Firm name, address, telephone and email.
 - b) Ownership/organization structure.
 - c) Parent company (if applicable).
 - d) Officers and principals.
 - e) Description of key personnel, including: principal in charge, project manager and all other key personnel who will be assigned to the Project.
 - f) Corporate approval process-
 - g) Provide an organization chart and development team structure identifying all individuals and entities who the Developer is proposing to have as participants in the proposed Project.
2. Qualifications, Experience, References and Comparable Projects (20 POINTS)
 - a) Indicate the firm's number of years of experience in developing projects similar to the development type proposed by the Offeror for the Property.
 - b) Provide details of a minimum of three (3) past projects with summary descriptions. Descriptions should include at minimum: scope of work/development, contract period and duration, status of project, development program, project descriptions, and financing sources, if available.
 - c) Provide two (2) references.
3. Project Description and Development Timeline (30 POINTS)
 - a) Description of the proposed development of the Property including core development type, unique features and opportunities.
 - b) Conceptual or schematic renderings of the proposed Project.
 - c) Any other ideas or new concepts for the Project.
 - d) Provide an anticipated timeline for planning and project development (Include a list of additional information that would be helpful in expediting the due diligence process).
4. Financial Capability (15 POINTS)

All Developers shall submit information supporting their financial ability to develop the site in accordance with terms of this offering.

 - a) The Developer must demonstrate its ability to execute its proposed project by providing the following information to demonstrate the Developer's financial capabilities:
 - Provide proof of funds and/or demonstrate ability of development firm to execute the proposed development plan.
 - b) Identify any additional or unique resources, capabilities or assets that the Developer would bring to this Project, if applicable.
5. Deal Structure (25 POINTS)
 - a) Please state the desired deal structure that the developer would request and any other relevant deal terms. Include the following:
 - i. Purchase Price
 - ii. Inspection Period

- iii. Deposits
 - iv. Closing timeline
 - v. Summary of any credits or assistance requested from the City.
 - b) Provide a preliminary proforma for the project to include anticipated project costs and funding sources.
 - c) Provide a summary of the development budget for the project.
 - d) Provide the expected increase in tax revenues generated by the project.
6. Community/Public Benefit- 10 POINTS
- a) Provide a description of the community/public benefit that this project will bring (how project will benefit average Deerfield Beach residents, number of jobs, quality of jobs, greenspace, etc).
 - b) Describe any sustainable elements of the project.

The City reserves the right to request additional documentation or references as a means of determining responsibility.

2. Federal, State and Local Regulations

The successful Offeror shall comply with all federal, state, and local ordinances, regulations, and rules as well as any other laws that would apply to the proposed project.

3. Referendum Election

In accordance with Section 7.09(2) of the City Charter, the Contract and Property sale must be approved by a majority of the qualified electors of the City voting at a regular city, general or special election.

4. Deposits/Security

Offerors shall submit a \$25,000.00 deposit to the City, by check made out to the City of Deerfield Beach, (the "Deposit") to be delivered to the Purchasing and Contracts Administration Division (located at 401. SW 4th Street, Building A, Second Floor, Deerfield Beach, FL 33441) (the "Division") prior to the submittal due date and time. The Deposit shall be refundable to the Offeror within 30 days of the Offeror being eliminated from the shortlisting of firms, or within 30 days from the Commission's approval of a contract to another Offeror, whichever occurs first. Notwithstanding, the Deposit from the Offeror that is awarded a Contract shall be retained by the City to help cover the City's costs in connection with this ITN and shall not be refundable to such Offeror. Failure to timely provide the required Deposit shall result in the Offeror being deemed non-responsive and eliminated from consideration.

Each Offeror that is shortlisted shall submit an additional deposit of \$80,000.00 to the City, by check made out to the City of Deerfield Beach, (the "Election Deposit") to be delivered to the Division within 7 calendar days of written notification of being shortlisted, to secure Offeror's payment of the cost of a referendum election in the event the Offeror is awarded a contract. The Election Deposit shall be refundable to the Offeror within 30 days from the City Commission's approval of a contract to another Offeror. Notwithstanding, the Election Deposit from the Offeror that is awarded a Contract shall be retained by the City to help cover the cost of the referendum election required by Section 7.09(2) of the City Charter. Failure to timely provide the required Election Deposit shall result in the Offeror being deemed non-responsive and eliminated from consideration. **The \$80,000 deposit shall be refunded to the Offeror if the proposal is not approved by referendum.** The City reserves the right to require additional deposits from the successful Offeror in connection with the Property purchase transaction and referendum election.

5. Safety

The Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with any inspection of the Property. City reserves the right to request indemnification and insurance in connection with an Offeror's inspection of the Property.

6. Non-Mandatory Pre-Proposal Conference

A non-mandatory pre-proposal conference will be conducted on Tuesday, September 27, 2022 at 2:00 PM EST at the City of Deerfield Beach, Central City Campus, 2nd Floor Conference Room, 401 SW 4th Street, Bldg. A, Deerfield Beach, FL 33441. Interested parties may attend in person or virtual via Zoom. The link for Zoom meeting will be provided via the eProcurement Marketplace.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

SECTION VI – PROPERTY OFFERING

1. General

The City of Deerfield Beach is requesting offers for the purchase of 1045 SW 11th Way Parcel in accordance with the terms, conditions and submittal requirements of the Invitation to Negotiate. (Refer to Property Offering in the following pages).