



Procurement & Contracting Department
110 SE Watula Avenue, Third Floor
Ocala, Florida 34471
Telephone: (352) 629-8402
www.bidocala.com

The City of Ocala is accepting sealed electronic submissions for:

**Invitation to Negotiate (“ITN”) No.: ITN/GRM/240224
for the Development of Affordable Housing Units for Sale or Lease
Parcel Identification Number 25686-001-00**

**Official copies of all solicitation documents may be obtained via electronic download from the City of Ocala’s e-procurement portal located at:
www.bidocala.com.**

Copies of documents obtained from any other source are not considered official copies.

Solicitation Issue Date: **DECEMBER 4, 2023**

Deadline for Questions: **JANUARY 26, 2024 at 5:00 p.m. (EST)**

All questions must be submitted to the Procurement Department electronically via www.bidocala.com. Responses will be made electronically and posted online. It is the responsibility of the proposers to check for updates. Any questions received after the deadline will not be considered. Any inquiries regarding this solicitation must be submitted via e-mail to the Buyer Contact identified below.

Submission Deadline: **FEBRUARY 2, 2024 at 2:00 p.m. (EST)**
Sealed electronic submissions shall be accepted via the e-procurement portal up to the submission deadline noted above. Submissions received after the deadline or transmitted to the City of Ocala outside of the e-procurement portal shall be rejected. Any submissions received after the stated time and date will not be considered.

Buyer Contact: **DAVID WILLIAMS, BUYER**
E-Mail: dwilliams@ocalafl.gov
Phone: (352) 629-8350

THE CITY OF OCALA RESERVES THE RIGHT TO REJECT ANY AND ALL SUBMISSIONS

SECTION 1 **INTRODUCTION AND PROJECT DESCRIPTION**

1.1. INTRODUCTION AND PROJECT OVERVIEW

The City of Ocala (“City”), through this Invitation to Negotiate (“ITN”), seeks proposals from interested and qualified for-profit and non-profit developers, builders, partnerships and/or agencies interested in constructing affordable and safe residential units designed to meet City Council’s goal of increasing the availability of affordable housing for ownership and rent in Ocala, Florida, and contribute to neighborhood stabilization efforts.

The constructed housing units may be multi-family units or single-family units for rent or homeownership in accordance with the parcel’s current zoning designation. The housing type(s) offered must benefit households up to 120% of Area Median Income as defined by the United States Department of Housing and Urban Development.

In order to be eligible for consideration, prospective developers, builders, partnerships and/or agencies must meet the minimum qualifications set forth in this ITN and demonstrate proven experience, financial resources, and professional expertise to develop, market, and rent and/or sell quality, affordably priced, residential units. The City reserves the right to request additional information or require execution of additional documentation as may be reasonably necessary to determine the financing of construction of the developed units.

The City’s Selection Committee shall review all proposals, conduct interviews, and recommend one or more proposals to City Council based on the evaluation criteria set forth herein. City Council may accept any proposal that it deems to serve the public interest and reserves the right to reject any or all proposals.

The transfer of title to the property shall not occur until all of the terms of the sale are complete. Language shall be included in the deed document to allow title to revert to the City in the event that construction is not initiated within six (6) months of closing and any deposit or other funds paid by developer shall be forfeited to the City. Construction must be completed and a certificate of occupancy issued for the completed units no later than eighteen months (18 months) from the date of closing. City staff shall schedule and monitor progress meetings to ensure construction is complete in accordance with the Development Agreement.

Proposers are encouraged to communicate any questions regarding this ITN by the deadline set forth for questions herein. All questions should be sent in writing via e-mail to the Buyer Contact identified. Questions and answers will be communicated to all proposers by issuing an addendum posted to www.bidocala.com.

1.2. PURPOSE AND OBJECTIVES OF THE PROJECT

A. PURPOSE

By and through Resolution 2023-40, adopted by City Council on September 19, 2023, the City currently holds an inventory of vacant lots located throughout the city for which it intends to offer for sale to qualified for-profit and non-profit developers, builders, partnerships and/or agencies for the purposes of developing and constructing new affordable housing units.

This ITN is intended to support activities that increase the supply of safe and affordable housing available for rent and ownership within the city limits of Ocala, Florida and reduce the number of vacant and blighted properties on the City's surplus property list.

B. OBJECTIVES

The City's objectives for its affordable housing parcels include the following:

(1) Affordable Housing Costs

The City wishes to promote development of single-family or multi-family housing at rents and/or sales prices (inclusive of insurance, property taxes, and homeowners' association fees, where applicable) that accommodate a range of households and are affordable to income groups ranging from 30% to 120% of Marion County's Area Median Income (AMI).

MARION COUNTY, FLORIDA INCOME LIMITS ADJUSTED TO FAMILY SIZE 2023 Income Limits vs. Maximum Monthly Rent Payment								
Median Income: \$71,100	30% AMI	Maximum Monthly Payment for 30% AMI Households	50% AMI	Maximum Monthly Payment for 50% AMI Households	80% AMI	Maximum Monthly Payment for 80% AMI Households	120% AMI	Maximum Monthly Payment for 120% AMI Households
Household Size								
1 PERSON	\$14,580	\$370.00	\$23,050	\$580	\$36,900	\$925	\$55,320	\$1,400
2 PERSON	\$19,720	\$500	\$26,350	\$660	\$42,150	\$1,075	\$63,240	\$1,600
3 PERSON	\$24,860	\$625	\$29,650	\$750	\$47,400	\$1,200	\$71,160	\$1,800
4 PERSON	\$30,000	\$750	\$32,900	\$825	\$52,650	\$1,325	\$78,960	\$1,975
5 PERSON	\$35,140	\$890	\$35,550	\$900	\$56,900	\$1,450	\$85,320	\$2,150
6 PERSON	\$38,200	\$975	\$38,200	\$975	\$61,100	\$1,550	\$91,680	\$2,300
7 PERSON	\$40,800	\$1,025	\$40,800	\$1,025	\$65,300	\$1,650	\$97,920	\$2,450
8 PERSON	\$43,450	\$1,100	\$43,450	\$1,100	\$69,500	\$1,750	\$104,280	\$2,650

FHFC POSTED 5/18/23

HUD eff. 5/15/23

MARION COUNTY, FLORIDA INCOME LIMITS ADJUSTED TO FAMILY SIZE 2023 Income Limits vs. Maximum Purchase Price - approx 6.5% Interest and \$350 taxes and insurance (T&I)								
Median Income: \$71,100	30% AMI	Maximum Purchase Price for 30% AMI Households	50% AMI	Maximum Purchase Price for 50% AMI Households	80% AMI	Maximum Purchase Price for 80% AMI Households	120% AMI	Maximum Purchase Price for 120% AMI Households
Household Size								
1 PERSON	\$14,580	\$3,000.00	\$23,050	\$38,000	\$36,900	\$92,000	\$55,320	\$170,000
2 PERSON	\$19,720	\$23,000	\$26,350	\$49,000	\$42,150	\$114,000	\$63,240	\$202,000
3 PERSON	\$24,860	\$43,000	\$29,650	\$65,000	\$47,400	\$136,000	\$71,160	\$234,000
4 PERSON	\$30,000	\$35,000	\$32,900	\$75,000	\$52,650	\$158,000	\$78,960	\$260,000
5 PERSON	\$35,140	\$85,000	\$35,550	\$87,000	\$56,900	\$175,000	\$85,320	\$290,000
6 PERSON	\$38,200	\$98,000	\$38,200	\$98,000	\$61,100	\$193,000	\$91,680	\$315,000
7 PERSON	\$40,800	\$110,000	\$40,800	\$109,000	\$65,300	\$210,000	\$97,920	\$340,000
8 PERSON	\$43,450	\$120,000	\$43,450	\$120,000	\$69,500	\$228,000	\$104,280	\$365,000

FHFC POSTED 5/18/23

HUD eff. 5/15/23

(2) Long-Term Preservation of Affordable Housing Stock

The City desires to maximize public benefit by using development incentives and subsidies to provide a mix of affordable housing opportunities that are available to citizens of the City of Ocala for the longest affordability period possible. The desired minimum affordability period for both rental and for-sale housing units is twenty (20) years after the date of issuance of a certificate of occupancy for new construction projects in accordance with Section 106-105 of the Code of Ordinances, City of Ocala, Florida.

(3) Property Standards and Integration with the Community

The City desires site plans with housing density and building design that are compatible with the surrounding residential setting, meet all applicable building codes, and integrate the ***Design Guidelines and Minimum Project Specifications*** attached hereto as **EXHIBIT D**.

(4) Development Schedule

The City desires development schedules that are realistic and timed to the availability of off-site infrastructure and which chart a realistic and efficient timeframe to begin construction for the delivery of habitable affordable housing units within eighteen (18) months of closing.

(5) Financial Ability of Developer and Financial Sustainability of Project

The City desires to partner with developers who are able to provide evidence of funding commitment to complete construction (i.e. construction cost estimate and bank funding commitment letter, bank statement and/or grant agreement).

For housing developed to serve as rental units, the City prefers secure financing with debt structure that ensures affordable rental rates and long-term operational sustainability throughout the desired affordability period.

For housing developed for homeownership, the City is looking for profit and loss statements based upon realistic development costs and initial sales prices that are affordable to the citizens of Ocala, and which will be affordable upon resale.

(6) Ad Valorem Tax Revenue

The City desires to attain the highest and best use of the property. The City-owned property is currently vacant, unimproved and non-taxable. Development of the property through this partnership will result in increased ad valorem taxes to be levied against the taxable value of real and personal property.

1.3. MINIMUM QUALIFICATIONS

Responding developers, builders, partnerships and/or agencies shall be required to meet minimum qualifications at the time proposals are submitted. When a development team is comprised of a lead developer and one or more co-developers, minimum qualifications may be satisfied collectively. Proposals must clearly demonstrate that the developer, builder, partnership and/or agency meet the following qualifications:

- A. Have no less than three (3) years of relevant project experience involving the development and construction of housing projects;
- B. Have principally developed and completed no less than three (3) separate housing projects;
- C. Have creditworthiness and a demonstrated capacity to secure financial commitments proposed to complete the development;
- D. Be authorized to do business in the state of Florida and possess all required business and professional licenses;
- E. Be able to comply with the proposed or required performance schedule; and
- F. Have a satisfactory record of contractual performance.

1.4. SITE INFORMATION

The following information is provided for the purpose of consolidating data relevant to the subject property. Prior to responding to the Solicitation, proposers are responsible for (a) examining the Solicitation thoroughly; (b) visiting the project site to become familiar with local conditions that may affect cost, progress, or performance; (c) studying and carefully correlating proposer's observations with the Solicitation; and (d) notifying the Buyer Contact of all conflicts, errors, or discrepancies found in the Solicitation.

- A. **Marion County Property Appraiser Property Identification No.:** [25686-001-00](#).
- B. **Land Area:** .18 Acres
- C. **Ownership:** City of Ocala. See **Deed** attached hereto as **EXHIBIT C**.
- D. **Zoning Designation:** Single Family Residential (R-1A)
- E. **Off-Site Infrastructure/Utilities:** This parcel has off-site infrastructure and/or utilities adjacent to the property line.

1.5. PROJECT INFORMATION

The following information is provided to assist Proposers with the preparation and refinement of their respective development proposals.

- A. **Land Acquisition Price (Purchase Price).** The City of Ocala will sell vacant lots to Developers at a sales price of no less than 100% of the assessed value as determined by the Marion County Property Appraiser. See Parcel Identification Information attached hereto as **EXHIBIT B** for assessed value information. Because this purchase price is nominal, the City may be deemed at closing to have provided Developer with a City incentive in the amount of the fair market value of the property.

B. **Site Control.** The City of Ocala is fee-title owner of the subject Property. The City intends to provide site control by fee-simple conveyance, subject to final approval by City Council. The Property will be sold to the successful developer pursuant to the terms and conditions of the Development Agreement. The Property will be sold on an “as-is” basis.

C. **Permits.** The successful developer shall be required to obtain all required permits for construction. It shall be the responsibility of the proposers to diligently conduct additional research to verify permitting requirements for the project.

D. **Fee Incentives.** Upon further application, fee incentives (waiver, deferment or reimbursement) may be available for construction of new single-family or multi-family units which meet the City’s affordability standards. Possible incentives may include building permits, plumbing permits, electrical permits, gas permits, fire review fees, site plan review fees, site permit fees, fees to access city-owned drainage retention areas, water and sewer impact fees, water meter charges, sidewalks, fire impact fees, education impact fees, transportation impact fees, and sanitation impact fees. To determine the eligibility of fee incentives, Proposers should consult Section 106-105, Code of Ordinances for the City of Ocala, Florida.

E. **Development Standards.** All proposals are required to adhere to the *Design Guidelines and Minimum Project Specifications* attached hereto as **EXHIBIT D**. The minimum suggested living area for dwelling units is 900 square feet of livable area and include 2 bedrooms and 2 bathrooms.

F. **Construction Timeline.** Developer must provide construction schedule and building permits. Construction must be completed for each individual affordable housing unit awarded within eighteen (18) months of closing date. Language shall be included in the deed document to allow title to revert to the City in the event that construction is not initiated within six (6) months of closing and any deposit or other funds paid by Developer shall be forfeited to the City. The City’s Development Agreement will include penalties, up to and including reverter, to protect the City’s interests should Developer fail to complete construction within the prescribed timeframe.

G. **Occupancy Timeline.** Developer shall ensure rental and/or homeownership units are rented and/or sold to end users within eighteen (18) months of receipt of certificate of occupancy.

H. **Accessibility.** Proposers are required to design a project that is pedestrian friendly and accessible to persons with disabilities in compliance with the Americans with Disabilities Act (ADA).

I. **Income Eligibility Requirements.** Property must be developed as affordable housing and must benefit buyers with household income levels ranging from 30% to 120% of Marion County’s Area Median Income (AMI) as evidenced by the sales contract and household income verification. The Developer seeking to acquire surplus land for the development of affordable housing should be prepared to commit to ensuring the process of income verification will occur according to program requirements. In order to leverage local funds and to maximize the development of affordable housing, qualified homebuyers may be awarded home purchase assistance from local affordable housing programs. Homebuyers may be required to attend a homebuyer education class with an approved housing counseling agency.

- J. **Funding Commitments.** Developer must show evidence of funding commitment to complete construction such as a construction cost estimate and bank funding commitment letter, bank statement(s), and/or grant agreement(s) to support construction of the units.
- K. **Security.** Developer shall pay \$1,000 at the time a Developers Agreement is entered into with the City of Ocala. This security will be applied against the Land Acquisition Price (represented by 100% of the assessed value).

1.6. EXHIBITS. Each of the following Exhibits are incorporated into and made a part of this ITN as if fully set forth herein.

EXHIBIT A: Legal Description
EXHIBIT B: Parcel Identification Information
EXHIBIT C: Deed
EXHIBIT D: Design Guidelines and Minimum Project Specifications
EXHIBIT E: Sample Development Agreement
EXHIBIT F: Sample Contract for Sale and Purchase

END OF SECTION

SECTION 2 **INSTRUCTIONS TO PROPOSERS**

The intent of this Section is to standardize the proposals to allow for ease of evaluation. It is not an attempt to limit the content of the proposals. Proposers may include any additional data or information which is deemed pertinent to the ITN.

Proposals should be prepared simply and economically, providing a clear and concise response to the requirements herein. Proposers are encouraged to describe those characteristics and services that make their respective organizations unique and best suited for selection. Proposals which fail to provide requested information and assurances of performance sufficient enough to accurately assess the evaluation criteria set forth herein will be rejected and shall not be given further consideration.

Proposals may be accepted and a contract awarded on the basis of the initial proposals received. Oral presentations and/or Best and Final Offers may not be requested or required if it is determined by the City's Selection Committee that a selection is capable of being made on the initial proposals submitted.

2.1. SUBMISSION OF PROPOSALS

- A. Proposer shall upload one (1) electronic submittal package on www.bidocala.com for evaluation.
- B. All proposals must be electronically submitted by or before 2:00 PM, on the listing end date/bid close date cited on ProRFX at www.bidocala.com.
- C. Only submittals received electronically on www.bidocala.com by the correct time and date will be recorded.
- D. Proposals may not be submitted by any other means other than as described in this Section. The City will not accept proposals sent by U.S. Mail, private couriers, facsimile, or e-mail.
- E. Proposers are required to carefully examine the ITN, all attached Exhibits, and any subsequently issued addenda to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the resulting contractual agreement. No additional allowances will be made due to Proposer's lack of knowledge of these conditions.
- F. Proposals failing to conform to the instructions provided in this ITN will be subject to disqualification in the sole discretion of the City.

2.2. LOBBYING AND PROPOSER CONTACT

- A. PROPOSERS ARE HEREBY ADVISED THAT CONTACT IS NOT PERMITTED WITH ANY CITY PERSONNEL OR BOARD MEMBER RELATED TO OR INVOLVED WITH THIS REQUEST. PROPOSERS ARE RESTRICTED FROM DISCUSSING THEIR

SUBMITTALS AND THIS SOLICITATION WITH COMPETING FIRMS. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE ASSIGNED BUYER CONTACT.

- B. LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A CITY COUNCIL MEMBER OR ANY CITY PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT.
- C. CONTACT WITH OTHER SUBMITTING PROPOSERS IS RESTRICTED AFTER ADVERTISEMENT AND PRIOR TO THE CITY COUNCIL VOTE ON THE AWARD OF THIS CONTRACT.
- D. ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER OR INTERACT WITH OTHER PROPOSERS AS DESCRIBED IN THIS SECTION DURING THE TIME SPECIFIED WILL RESULT IN REJECTION/DISQUALIFICATION OF THEIR PROPOSAL UNDER SAID SOLICITATION.

2.3. ORGANIZATION OF PROPOSAL

Proposers shall construct their submittals in the following format with a tab separating each Section.

- A. **Transmittal Letter.** A transmittal letter must accompany the submittal and must be signed by an individually legally empowered to represent the responding developer, builder, partnership and/or agency (referred to in this section as the "Developer"). The transmittal letter should include the following:
 - (1) A statement identifying the legal name of the Developer and stating the entity type for the Developer and any joint developer(s) or subcontractor(s) (e.g. non-profit organization, or for-profit corporation, limited liability company, partnership, sole proprietor, etc.).
 - (2) A statement identifying the person(s) and title(s) of the person(s) authorized to sign all legal documents on behalf of the Developer.
 - (3) A statement acknowledging receipt and review of this ITN by the Developer, including its Exhibits and any and all addenda, and understanding that all terms and conditions contained herein may be incorporated into a resulting contract.
 - (4) A statement that the Developer and its joint developer(s) or subcontractors:
 - (a) have no less than three years of relevant project experience involving the development and construction of housing projects;
 - (b) have principally developed and completed no less than three (3) separate housing projects;
 - (c) have creditworthiness and demonstrated capacity to secure financial commitments proposed to complete this development; and
 - (d) are individually registered to do business in the state of Florida and that evidence of such registration shall be provided prior to contract award.

B. TAB 1 – Development Team Composition, Roles, and Availability.

- (1) Provide a brief narrative which provides a general description of the name, address, telephone number, and e-mail address of the Developer and any joint developer(s), subcontractor(s) or other key personnel (general contractor, architect, engineers, etc.) that will be committed to the Project.
- (2) For each Development Team member identified, describe their respective role and responsibilities as it relates to this Project and provide a resume depicting education, certifications, professional affiliations, licensure, and any other unique qualifications.
- (3) Identify the percentage of time that each Development Team member intends to devote to the entire Project and any other projects currently on-going or anticipated to be on-going during the timeframes noted in the Project Schedule.
- (4) If any member of the Development Team or subcontractor(s) are a Minority Business Enterprise certified by the state of Florida or qualifies as a Section 3 Business Concern, please provide a copy of said certification(s).

C. TAB 2 – Experience and Qualifications of the Development Team.

- (1) Provide a narrative overview of the Development Team's experience and cohesion, as demonstrated by past experience working together on housing projects of comparable size and complexity.
- (2) List all projects in the last three (3) years where the Developer and any joint developer(s) or subcontractor(s) principally developed, constructed, and completed housing projects. For each project submitted as proof of experience, please identify:
 - (a) Project location;
 - (b) Project description;
 - (c) Number and size of units; and
 - (d) Year completed.

D. TAB 3 – Development Approach and Project Summary

- (1) Provide a narrative overview of the proposed development concept and how the concept will meet the City's goal to provide long-term affordable housing.
- (2) Provide a narrative overview of the proposed site concept plan. Describe the general rationale for site layout and identify any off-site improvements that will be necessary. Identify any challenges or constraints that may require special attention for site development. Attach a copy of the preliminary site plan.
- (3) Provide a narrative overview of the residential buildings, including architectural style, building height, and construction type. Describe the proposed unit sizes, square footage of living areas, and unit features, to include any energy and/or green building features.
- (4) Provide a detailed floor plan, elevation renderings, and color photos of the site and its surroundings. Plans must be to scale. Preliminary plans do not have to be done by architects or engineers.

- (5) Describe the length of affordability proposed for rental units and/or homeownership units. If the project will be permanently affordable, describe the method proposed to keep project units permanently affordable. If affordability period will be at least twenty (20) years, but not permanently affordable, describe the length of affordability proposed.
- (6) Describe how the affordable housing unit(s) will be marketed to the target population. How will this marketing approach promote the affordable housing objectives outlined in this ITN? Please attach a copy of neighborhood housing market analysis used, if any.

E. TAB 4 – Project Finances

- (1) Describe the financing structure proposed to develop the project. Identify amounts and sources of equity capital and debt service that will be needed for permanent financing. Identify the amount and source of construction financing, including terms. Identify the amounts and sources of public subsidies to fill finance gaps. Discuss your team's history in successfully obtaining funds from the identified sources.
- (2) **Development Budget:** Provide, in a worksheet format, a Project Cost Breakdown itemizing all associated hard and soft costs supported by cost estimates, to include:
 - (a) Land acquisition costs;
 - (b) Costs associated with on-site and off-site improvements;
 - (c) Construction costs (new construction, contractor overhead, contractor profit, contingency);
 - (d) Interim costs (construction insurance, construction interest, construction loan origination fee, real property tax and other taxes);
 - (e) Architectural and engineering fees (design, supervision, engineering);
 - (f) Financing fees and expenses (credit report, title and recording, etc.);
 - (g) Other costs (appraisal, market study, environmental reports, building permits, tax credit fees, consultants, etc.);
 - (h) Developer's Fee; and
 - (i) Project Start-Up (management, marketing, etc.)
- (3) **Developer Equity:** Identify the total amount of funds that the Development Team is contributing to the project, to include any cash or in-kind contributions.
- (4) **Funding Sources and Uses Schedule:** Identify all proposed funding sources (both public and private) to be utilized to complete this Project and provide all proposed uses of funds, to include:
 - (a) A detailed description of the funding source, (i.e. name, address, telephone number, point of contact for any lender(s) or proposed lender(s));
 - (b) Dollar amounts requested, interest rate, and terms and conditions of repayment;

- (c) Type of financing utilized (conventional/subsidized loan, federal or private grant, deferred payment loan, equity, etc.)
- (d) Date funded or anticipated to be funded;
- (e) Interest Rates; and
- (f) Letters of Financial Commitments from all funding sources, including terms and conditions.

(5) **Rental Project Information:** If constructing rental units, describe experience of the property manager as to managing and qualifying tenants for affordable rental projects, including experience with Section 8 Vouchers and other subsidy programs and how rental units are to be marketed to qualified renters for occupancy within eighteen (18) months of receipt of certificate of occupancy.

(6) **Homeownership Project Information:** If constructing units for homeownership, include a cost of ownership analysis (including proposed sales price and owners' estimated totals) and describe the experience of the sales agent and how for-sale units are to be marketed for affordable sales to qualified homeowners to occur within eighteen (18) months of receipt of certificate of occupancy.

F. TAB 5 – Development Schedule

- (1) Provide a project timeline detailing completion of each phase of the Project according to project benchmarks that are well-defined and realistically achievable for pre-development activities, construction groundbreaking and completion, and anticipated date of sale/rental/occupancy.
- (2) Describe Developer's plan to ensure that construction of rental or homeownership units will commence within six (6) months of closing and be completed within eighteen (18) months of closing. If Developer has been awarded multiple affordable housing development opportunities by the City, this plan should also include assurance that said award will not impact the timeline of the subject Property's development.
- (3) Identify the primary contingencies to the timely implementation and completion of the Project.

2.2. PROPOSAL EVALUATION PROCESS

It is the intention of the City to award the contract for development rights to the subject Property to the most qualified, responsive, and responsible developer. All proposals received by the submission deadline will first be administratively reviewed by the City of Ocala Procurement and Contracting Department for responsiveness. Proposals will then be distributed to the Selection Committee for review and consideration.

A. ADMINISTRATIVE REVIEW OF PROPOSALS. Procurement and Contracting Department staff shall first review all proposals in detail to make a determination as to the responsiveness of each proposer.

- (1) A proposal will be deemed responsive where it complies with the requirement as set forth in this ITN, including the submission of all required documentation as outlined herein.

(2) If a proposal is found to be inadequate with regard to any of the requirements set forth in this solicitation, the City's Procurement and Contracting Officer, in his/her sole discretion, shall make a determination as to whether or not the deficiency can fairly be corrected or if the proposal should be rejected and found to be non-responsive.

B. SELECTION COMMITTEE REVIEW. The Selection Committee appointed by the City will be comprised of no less than three (3) members from various and appropriate City departments. Responsive and timely received proposals will be evaluated on a fair and consistent basis according to the evaluation criteria set forth below. If oral interviews and presentations are determined to be necessary, final scoring will be conducted after the interviews.

EVALUATION CRITERIA	WEIGHT
Experience and Capacity of Development Team. <i>The successful experience of the development team in the planning and construction of housing projects of comparable size and complexity. Cohesion of the development team, and demonstrated by their previous experience and past track record of completing similar housing projects on schedule and within budget.</i>	20
Development Concept and Project Design. <i>The degree to which the proposed development concept meets the City's objectives. The degree to which the proposed site concept design utilizes the site effectively with regard to functional layout, accessibility, pedestrian improvements, street access, and connectivity to the surrounding area. The degree to which the proposed building design uses scale and architecture compatible with the Design Guidelines and Minimum Project Specifications and the extent to which building design incorporates innovations, energy efficiency, and green features.</i>	30
Financing Plan. <i>Feasibility of the financing plan for development as reflected in the development budget, pro forma, sources of funds and reasonableness of development costs.</i>	20
Development Schedule. <i>Development schedule to complete each phase of the project according to project benchmarks that are well-defined and realistically achievable. Ability to meet the proposed development schedule based on the development team's respective disciplines, staffing availability, clear lines of responsibility, past experience, and history of completing projects of a similar nature. Ability to market and either sell or rent units to qualified homeowners and renters.</i>	30
Total Maximum Points	100

C. NEGOTIATIONS AND INTENT TO AWARD. After teams have been ranked based upon the Evaluation Criteria, the City will engage in negotiations with the highest ranked proposer with the intent of reaching a development agreement granting development rights to the subject property. A sample Development Agreement has been attached to this ITN as **EXHIBIT E**. In the event that the City is unable to negotiate a contract with the highest-ranked proposer, such negotiations will be terminated and negotiations will commence with the next highest-ranked proposer, and so forth, until a contract is negotiated or the City rejects all proposals and terminates the solicitation.

- (1) Negotiation meetings will be conducted in Ocala, Florida and the City will distribute instructions and/or agendas in advance of each negotiation session. Representatives for the proposer should plan to be available, without interruptions, for the entirety of the scheduled negotiation meeting.
- (2) Negotiations will not be open to the public, but will be recorded pursuant to Section 286.0113, Florida Statutes. The recorded sessions and any records presented at the meeting will remain exempt from Florida Public Records until such times as the City provides notice of an intended decision or until 30 days after the final reply, whichever occurs first. Provided, however, if the information provided at the meeting is deemed to be material to the ITN, then an addendum will be issued to all responders.
- (3) After the successful negotiation of a Development Agreement, the City will issue its Intent to Award and present the resulting Agreement to City Council for approval. City Council may approve the recommended award and negotiated Agreement or reject the award and Agreement. The decision of City Council shall be final.

END OF SECTION

SECTION 3 **ADDITIONAL INSTRUCTIONS AND GENERAL INFORMATION**

3.1. CERTIFICATION OF ACCEPTANCE: By responding to this solicitation, Proposer certifies that he/she has carefully read the solicitation documents, including any addenda, exhibits, attachments, and/or appendices in their entirety and agrees that to the best of his/her knowledge no pages or parts of the documents appear to have been omitted and that he/she fully understands, accepts, and agrees to fully comply with the requirements and conditions set forth therein.

3.2. ADA NEEDS/ACCOMMODATIONS: If reasonable accommodations are needed in order for you to participate in this solicitation, please contact the Buyer Contact identified above at least forty-eight (48) hours in advance so that arrangements can be made.

3.3. CONFLICTS OF INTEREST

- A. The award hereunder is subject to the provisions of Chapter 112, Florida Statutes, as amended, governing conflict of interest.
- B. All proposers are required to disclose the name(s) of any employee(s), officer(s), director(s), shareholder(s), or other agent(s) of their firm that are also employee(s) or public official(s) of the City of Ocala concurrently with the submission of their bid/proposal.
- C. All proposers are required to disclose the name(s) of any City of Ocala employee(s) or public official(s) who either directly or indirectly owns or holds a five percent (5%) or more interest in bidder/proposer's firm, corporation, or other business entity.
- D. City of Ocala municipal employees, appointed persons, and elected officials (herein referred to as "employees") may engage in outside activities and hold financial interests subject to state and federal laws and regulations and the City of Ocala Employee Handbook, as applicable.
- E. All proposers are required to complete and submit an Officer and Employee Disclosure Statement with every submission. **Failure to disclose known conflicts of interest shall result in proposal rejection and/or contract termination, if awarded.**

3.4. ANTI-LOBBYING/COMMUNICATION WITH CITY STAFF AND OFFICIALS

- A. To ensure fair consideration for all proposers/bidders, the City strictly prohibits bidder/proposer communication relative to this solicitation with any employee, department, City official, or City Council member, regardless of whether written, verbal, or through a third party, except for those inquiries made directly to the Procurement and Contracting Department through the assigned Buyer Contact, Procurement Manager, or Contracting Officer.
- B. Proposers (including their agents or other third parties on their behalf) are prohibited from initiating any communication with any employee, department, City official or City Council member that will evaluate or consider the bid/proposal prior to and up to the time that award is made at a scheduled City Council meeting.

C. **Prohibited communications initiated by a proposer, or any third-party on their behalf, shall be grounds for: (1) disqualifying the offending proposer from consideration for award; AND (2) a three (3) year debarment from doing business with the City of Ocala.**

3.5 **CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/NON-COLLUSION.** By responding to this solicitation, proposer certifies that in connection with this solicitation the following statements are true:

- A. Proposer's submission is made without prior understanding agreement, or connection with any person, firm, or corporation submitting a bid for the same work, labor, or service to be done or supplies, materials, or equipment to be furnished and is in all respects fair and without collusion or fraud. Proposer understands that collusive bidding is a violation of state and federal law and may result in fines, prison sentences and civil penalties.
- B. Proposer's submission has been arrived at independently and without consultation, communication, or agreement, or for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or competitor.
- C. Unless otherwise required by law, the prices which have been (or will be) quoted by proposer in this submission have not been knowingly disclosed by bidder/proposer and will not be knowingly disclosed by bidder/proposer, either directly or indirectly, to any other bidder or competitor prior to the bid/proposal opening.

3.6 **AMENDMENTS TO SOLICITATIONS.**

- A. Should it become necessary for the City to revise or amend any part of a solicitation, Procurement and Contracting Department staff shall furnish the revision or amendment via written addendum, comment, and/or question and answer posted in the City's e-procurement system under the appropriate solicitation.
- B. Addendums, comments, and/or questions and answers should be reviewed and accepted by interested parties. Lack of review will not excuse bidders/proposers from adherence to any requirements set forth therein.
- C. If there is a discrepancy with the scope of work that City determines, in its sole discretion, to be unfair to the proposers, City may postpone the bid opening at any time in order to make corrections. City further reserves the right to extend the bid opening at any time during the bid process.

3.7 **RIGHT TO PROTEST.** Any actual bidder or proposer that has submitted a bid/proposal for a particular procurement and is aggrieved in connection with the solicitation or award of the contract shall protest in writing in compliance with the City of Ocala's Procurement Policy found at www.bidocala.com.

3.8 **INDEMNIFICATION.** The successful proposer shall indemnify and hold harmless the City of Ocala, its officers, boards, commissions, agents and employees against any and all claims, demands, causes of action, suits, proceedings, damages, costs or liabilities (including costs or liabilities of the City with respect to its employees), of every kind and nature whatsoever, including, but not limited to, damages for injury or death or damages to person or property, regardless of the merit of any of the same, including any attorney fees, accountant fees, expert witness or proposer fees, court costs, per diem, expense traveling and transportation expense, or other costs or expense arising out of or pertaining to the performance of this Agreement by the successful proposer and for which the proposer would otherwise be

responsible unless resulting from the negligence of City or its officers, boards, commissions, agents, or employees.

3.9 **INDULGENCE.** Indulgence by the City on any non-compliance by the proposer does not constitute a waiver of any rights under this request.

3.10 **MATERIALS.** All materials submitted as a response to this solicitation shall become the property of the City.

3.11 **E-VERIFY.** The Proposer shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of the contract and shall expressly require any subconsultants performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the contract term.

3.12 **ASSIGNMENT.** The final selected proposer shall not assign, transfer, convey, sublet, or otherwise dispose of any award, or any or all of its rights, obligations, or interests under this contract, without the prior written consent of the City.

3.13 **CONTRACTUAL ARRANGEMENTS.** A City agreement will be drafted with the successful proposer(s) and all of the City's General Terms and Conditions apply.

3.14 **PUBLIC RECORDS.** All written competitive submissions received by the City pursuant to this RFP including all replies, oral presentations, other submissions, correspondence, meetings and records made thereof, and any other records concerning this solicitation shall be handled in accordance with Chapter 119, Florida Statutes, and Article 1, Section 24, of the Florida Constitution.

A. Sealed proposal responses or replies received by the City in response to its solicitations are exempt from public disclosure until such time as the City provides notice of an intended decision or until thirty (30) days after the opening of the proposals, whichever is earlier. If the City rejects all proposals or replies pursuant to this solicitation and provides notice of its intent to reissue the solicitation, then the rejected proposals or replies remain exempt from public disclosure until such time that the City provides notice of an intended decision concerning the reissued solicitation or until the City withdraws the reissued solicitation. A proposal or reply shall not be exempt from public disclosure longer than twelve (12) months after the City's initial notice rejecting all proposals or replies.

B. Upon award recommendation or ten (10) days after opening, bids become "public records" and shall be subject to public disclosure consistent with Chapter 119 (Public Records) and Section 815.045 (Trade Secret Information), Florida Statutes. Should bidders/proposers consider any information related to their proposal or the services to be provided to City to be proprietary, a trade secret, or otherwise constitute confidential material under Florida or federal law, bidder/proposer shall designate such portion of the material as such by clearly marking it as CONFIDENTIAL, PROPRIETARY, or TRADE SECRET and submit both a non-redacted and redacted copy of their submission. The redacted copy shall only exclude or obliterate the exact portions claimed to be confidential, proprietary, or trade secret. Additionally, bidder/proposer shall state the basis for of the exemption that it contends is applicable to the record, to include the statutory citation to an exemption created or afforded by statute.

C. THE CITY WILL MAKE NO EFFORT TO VERIFY WHETHER OR NOT THE REDACTED MATERIAL IS EXEMPT FROM CHAPTER 119, FLORIDA STATUTES. THAT DETERMINATION IS TOTALLY THE RESPONSIBILITY OF THE BIDDER/PROPOSER AND THE BIDDER/PROPOSER SHALL BE SOLELY RESPONSIBLE FOR DEFENDING ITS DETERMINATION THAT THE REDACTED PORTIONS OF ITS RESPONSE ARE CONFIDENTIAL, TRADE SECRET, OR NOT OTHERWISE SUBJECT TO DISCLOSURE. PROPOSER SHALL PROTECT, DEFEND, AND INDEMNIFY THE CITY FOR ANY AND ALL CLAIMS ARISING FROM OR RELATING TO PROPOSER'S DETERMINATION THAT THE REDACTED PORTIONS ARE NOT SUBJECT TO DISCLOSURE. IF THE PROPOSER FAILS TO SUBMIT A REDACTED COPY OF ITS SUBMISSION, ANY CLAIM OF CONFIDENTIALITY IS WAIVED, AND THE CITY SHALL BE AUTHORIZED AND REQUIRED TO PRODUCE THE ENTIRE DOCUMENT OR RECORD IN ITS ANSWER TO A PUBLIC RECORDS REQUEST FOR SAID RECORDS.

END OF SECTION