



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.: [GRM/250581](#)
for the Development of Affordable Housing in Ocala, Florida:**

**NW 7th Avenue Residential Development
“Tucker Hill”**

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: June 17, 2025

Deadline for Questions: July 22, 2025, 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: August 18, 2025, 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") GRM/250581, seeks proposals from interested and qualified developers, builders, partnerships and/or agencies interested in constructing a residential development on the subject parcels to include a mix of single-family residential homes and an open space area. **The City's intent is to use the property for the creation of affordable housing while maintaining quality construction and site design. The ITN will be awarded to a single developer, who will be solely responsible for completing the entire project.** The recent infusion of public and private investment, an improving economy, and the implementation of several innovative renovation grants has spurred additional private interest and investment in redevelopment aimed at providing new opportunities for Ocala. In addition to greatly enhancing the quality of life for its residents, these progressive and highly competitive steps have had a profound effect on making Ocala a "destination" location. The city now offers robust, regular entertainment, numerous cultural, retail and restaurant offerings that now consistently attract a discretionary spending draw from a surrounding 75-mile radius. Since 1998, the City has made significant investments in the development of a series of master and sub-area plans for its Community Redevelopment Areas (CRA's), parks systems and cultural arts. To implement those plans, the City has purposely developed several economic development tools and policies to accelerate the growth and sustainability of the City.

The site proposed for redevelopment consists of multiple parcels (the "Property") with a total area of approximately 2.37 acres. The development site is outlined in the map provided in **EXHIBIT A**. This project site is in the West Ocala Community Redevelopment Area (CRA), as well as an Opportunity Zone, and Urban Job Tax Credit area. The goals for this project are ambitious and the City recognizes the potential investments it and a capable developer will need to make for this vision to become a reality.

The City intends to spur the redevelopment of a City-owned property, which will contribute to, and further accelerate, the transformational change in this area as well as the broader community. With the property located in an area identified for targeted redevelopment, the various tools afforded by this designation will be used, as justified; to assist proposers and the City achieve the desired goals. Per the *West Ocala Vision and Community Plan*, hereto attached as **EXHIBIT B**, infill development should include a variety of attached and detached housing types that connect homes to employment opportunities. The plan also emphasizes the creation of safe and accessible public parks, squares, and green spaces throughout the community, serving as focal points for neighborhood and community activities and events. Additionally, it advocates for establishing a connected network of parks, sidewalks, and trails. Proposers should carefully consider how the development will contribute to a vibrant neighborhood and a pedestrian oriented public realm. Each building should be aesthetically attractive and provide an accessible, safe environment.

To better understand the City's vision for this significant area in our community, respondents are encouraged to review the exhibits that are provided with this solicitation including **EXHIBIT C – West Ocala Community Redevelopment Plan** and **EXHIBIT B - West Ocala Vision and Community Plan** which was officially adopted into the City of Ocala [Comprehensive Plan](#) (2012). The site is located within Neighborhood Future Land Use designation and with parcels zoned R-

2: Two- Family Residential (R-2) and Single-Family Residential (R-1AA). Respondents should address issues such as land use, density, walkability, connectivity and other elements common in New Urbanism environments in ways that are compatible with the City's zoning and future land use designation.

In 2024, Urban 3 completed a study titled [Economics of Community Design](#), examining the land value economics, property and retail tax analysis, and community design of Ocala. The study provided a comprehensive analysis of opportunities for the city and considerations for future growth and fiscal policy. The City anticipates an increase in value once the vacant Property is developed and requires development concepts that achieves its highest and best use.

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, 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. For the purpose of this solicitation, construction is deemed to have commenced when site and building permits have been issued and the Proposer has broken ground on the property. **Construction must be completed and a certificate of occupancy (CO) issued for all units no later than 18 months from the date of closing.** City staff shall monitor the project and schedule 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

The City desires a development at the project site which creates a vibrant residential area. The redevelopment project will contribute to the vision of West Ocala. City encourages creative and innovative ideas for the use, design and space, with the goal of creating a unique, dense, walkable, and connected development. This ITN is intended to support redevelopment activities that attain the highest and best use of the property taking into consideration concepts that are physically possible, legally permitted, financially feasible and vastly productive.

B. OBJECTIVES

(1) Property Standards and Integration with the Community

The City desires building plans with orientation and building design that are compatible with the surrounding uses, meet all applicable building codes, and integrate the *Design Guidelines and Minimum Project Specifications* outlined in **EXHIBIT D**. Finalized architectural plans must be approved by the City of Ocala's Growth Management Department prior to closing. The City will support plans that encourage sustainable development practices that compliment and create harmony among all adjacent uses. The redevelopment of the delineated project area should complement the City's master planning and visioning efforts. The City believes that the redevelopment of the property can generate diverse job opportunities for its residents by utilizing a variety of skills and abilities. The Proposer is encouraged to make every effort to provide employment opportunities to residents of West Ocala and the broader Ocala community throughout the project's development

(2) 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 a residential development within six (6) months of closing, with a clear progression of milestones or phased completions, ensuring the full build-out is achieved within eighteen (18) months.

(3) 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). Developers may propose an appropriate combination of financing and equity strategies; however, they must submit verifiable documentation demonstrating their ability to cover the full development cost. Equity contributions exceeding 25% of total development costs will be viewed favorably. The City prefers secure financing with a debt structure that ensures long-term operational sustainability. The City is looking for profit and loss statements based upon realistic development costs and initial sales prices.

(4) Ad Valorem Tax Revenue

The City desires to attain the highest and best use of the property. The City-owned property is currently an underutilized asset. Development of the property through this partnership should result in increased ad valorem taxes to be levied against the taxable value of real and personal property.

(5) Affordable Housing

The City's intent is to use the property for the creation of affordable housing while maintaining quality construction and site design. Prior to issuance of a certificate of

occupancy and subsequent transfer of ownership for any affordable housing unit, the proposed occupant of the unit must submit documentation and complete and sign a Letter of Certification, as provided by the City, attesting to qualifications as an eligible low-income household. The City will place a lien on the properties at the time of transfer to the homeowner to ensure that the units remain occupied by an eligible low-income household for a period of ten (10) years.

Per Section 106-105, Code of Ordinances, City of Ocala, the City may utilize the Affordable Housing Incentive Fund to offset city-imposed development charges and allowing the relaxation of certain development requirements for developers of new, affordable housing units. City Council may commit to payments from the Housing Incentive Fund after application has been made. Proposers are encouraged to review and become familiar with [Section 106-105, Code of Ordinances, City of Ocala](#).

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 shall consist 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. The development team must have demonstrated experience working collaboratively on large-scale development and construction projects:
 - a. If the developer is operating as a single entity, the Developer must have a minimum of five consecutive years of experience in project development.
 - b. For development partnerships consisting of multiple entities, the group must have a minimum of three years of collective experience working together on prior projects;
- B. Have principally developed and completed no less than three (3) separate residential or mixed-use 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.

- G. See *Aerial Map* and *Case Map* attached hereto as **EXHIBIT A**. With the exception on one parcel which is not assigned a parcel identification, the Marion County Property Appraiser Property Identification Numbers are as follows:
- a. 28512-000-00 (Only a section of parcel 28512-000-00 is included in the project area)
 - b. 2840-017-101
 - c. 2840-017-001
 - d. 2840-017-002
 - e. 2840-017-202
 - f. 2840-017-102
 - g. 28511-000-00
 - h. 2840-017-007
 - i. 2840-017-003
 - j. 2840-017-006
 - k. 2840-017-005
 - l. 2840-017-004
 - m. 2840-021-003
 - n. 2840-020-001
 - o. 2840-020-201
 - p. 2840-020-101
 - q. 2840-020-104
 - r. 2840-020-004
 - s. 2840-020-204
- H. **Land Area:** 2.37 Acres (combined).
- I. **Ownership:** City of Ocala. See *Property Record Cards* attached hereto as **EXHIBIT E**.
- J. **Zoning Designation:** R-1AA: Single-Family Residential and R-2: Two-Family Residential
- K. **Off-Site Infrastructure/Utilities:** These parcels have 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 project will provide affordable housing on the west side of Ocala and will convert undeveloped/vacant lots to new housing. The City of Ocala has the option to sell vacant lots to Developers at fair market value. See *Property Record Cards* attached hereto as **EXHIBIT E** for property additional information. 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 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. **Incentives.** The City and the CRA are willing to consider development incentives if they are justifiably needed, subject to the availability of funding through the West Ocala CRA subarea. Suggested and required incentives must be identified and quantified by the respondent. The rationale for each incentive desired must be explained sufficiently to justify its need. The City/CRA will not consider incentives as compensation for risk. The City does not have the ability to provide short-term cash incentives. When necessary, respondents should carefully consider incentive options that would provide long-term benefit and win/win scenarios for the respondent and the City/CRA. At the full discretion of the City, fee incentives (waiver, deferment or reimbursement) may be available. 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, infrastructure improvements, fire impact fees, education impact fees, transportation impact fees, and sanitation impact fees.
- E. **Development and Design Standards.** All proposals are required to adhere to the *Design Guidelines and Minimum Project Specifications*, attached hereto as **EXHIBIT D**. Architectural plans must be approved by the City of Ocala Growth Management Department prior to closing. Developer/Contractor shall be responsible for providing all labor, materials, and equipment necessary to perform the services as described in the solicitation documents and in strict accordance with the current Florida Building Code. If a conflict exists, the more stringent regulation/specification shall govern. Developer/Contractor shall immediately notify the City Project Manager of any discovered conflicts. Architectural design should take into consideration the adjacent homes and represent a complementary architectural style.

These design guidelines aim to encourage creative building solutions while maintaining consistent design quality. They provide direction for the overall appearance of buildings, promoting harmonious elements and facades. All homes must include a garage and utilize a variety of materials, such as concrete block on the first floor, paired with durable exterior finishes.

One section of the property is being subdivided into seven (7) Two-family residential lots and a public park area. The conceptual subdivision plan for NW 7th Avenue Subdivision was approved by the City Council on September 1, 2020. The approved conceptual plans are attached hereto as **EXHIBIT F**. The remaining section features an additional seven (7) Single-Family Residential lots. The proposed project that will conform to the existing or appropriate zoning classification. **Proposals addressing the entire project area, maximizing the developable area on each parcel, integrating quality landscaping, functional components, and high-quality finishes for individual units will be viewed favorably.** Building design and construction should prioritize longevity and adaptability, featuring simple forms and flexible floor plans. Architectural features should enhance visual appeal and create interest through thoughtful facade treatments. Building elevations that face a street must be considered primary facades.

Proposers must specify the approximate square footage of units and outline the envisioned total development timeline for the site. Submissions should include colored renderings of the site and detailed front, rear, and side elevations of the buildings.

Any deviation from the provided guidelines must include a detailed justification. The City reserves the right to reject any proposal or request modifications to ensure alignment with the City's vision for the project.

- F. **Construction Timeline.** Developer must provide a construction schedule, including time for building permits. The City reserves the right to implement certain deadlines and milestones to ensure the project remains on schedule. Construction of the entire project **must** be completed within **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 the Developer shall be forfeited to the City. A [Schedule of Key Activities](#) is provided in **EXHIBIT G**.
 - G. **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).
 - H. **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 project. See *Financial Review Committee (FRC) Guidelines* attached hereto as **EXHIBIT H**.
- 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: Aerial and Case Maps
EXHIBIT B: West Ocala Vision and Community Plan
EXHIBIT C: West Ocala Community Redevelopment Plan
EXHIBIT D: Design Guidelines and Minimum Project Specifications
EXHIBIT E: MCPA Property Record Cards
EXHIBIT F: Conceptual Subdivision Plans
EXHIBIT G: Schedule of Key Activities
EXHIBIT H: Financial Review Committee (FRC) Guidelines

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:
 - (a) have met the minimum experience requirements outlined in *Section 1, paragraph 1.3* of this ITN document.
 - (b) have principally developed and completed no less than three (3) separate residential or mixed-use redevelopment 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) List all projects where the Development team principally developed, constructed, and completed residential or mixed-use projects. For Developers operating under a single entity list all projects in the last five (5) years. For Development partnerships, list all projects developed by the development group in the last three (3) years. For each project submitted as proof of experience, please identify:
 - (a) Project location;
 - (b) Project description;
 - (c) Number of units and size of developments; 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.
- (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 conceptual plan.
- (3) Provide a narrative overview of the building(s), 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 conceptual site plan, detailed floor plan, elevation renderings, and color photos of the site and its surroundings. If a mix of designs or housing types is being proposed, enough document must be provided to show key differences. Plans must be to scale. Preliminary plans do not have to be done by architects or

engineers but must be of sufficient quality and detail to clearly convey the concepts being proposed.

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.); and
 - (j) Other costs as applicable.
- (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. The Developer may also provide additional documentation demonstrating financial capability, such as evidence of secured financing for the project.
- (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) **Sale Project Information:** Proposers should commit to constructing units for sale, include a cost analysis (including proposed sale price(s) and) and describe the experience of the sales team or property management capabilities. Sale prices must be within the affordable threshold, per the City of Ocala, Code of Ordinances - **Sec. 106-102.**

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/ occupancy.
- (2) Describe Developer's plan to ensure that construction of all residential units and accompanying improvements will be completed within **18 months** of closing.
- (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 and Growth Management 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 Preliminary Review (Pass/Fail). Preliminary Review shall consist of the evaluation of proposal quality and clarity, as well as the proposer's understanding of the project and construction approach on a pass/fail basis. Selection Committee members will individually assess a pass or fail score for each of the evaluation criteria noted below. Proposals that do not receive a passing score from a majority of the Selection Committee members shall be rejected. Those proposals receiving a majority passing score shall be shortlisted and shall move forward to Financial Review.

PRELIMINARY EVALUATION CRITERIA	SCORING (PASS/FAIL)
Proposal Quality, Including Clarity and Understanding of Project and Objectives	Pass/Fail
Design and Construction Approach and Process	Pass/Fail

- C. **FINANCIAL REVIEW COMMITTEE (FRC).** A Financial Review Committee consisting of non-voting members will be formed for the purposes of reviewing specific portions of a proposal and requesting specific information and documentation necessary to determine project feasibility with regard to cost, financing, and proposer's financial resources to perform the contract and provide the services. The Financial Review Committee's findings will be provided to the Selection Committee for use in Final Scoring.

- D. **SELECTION COMMITTEE - FINAL REVIEW.** Selection Committee Final Review shall consist of the evaluation of the proposals received only from those firms shortlisted during Preliminary Review against the evaluation criteria noted 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 residential or mixed-use projects of comparable size and complexity. Cohesion of the development team and demonstrated by their previous experience and past track record of completing similar projects on schedule and within budget.</i>	35
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 applicable design standards 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>	25
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.</i>	10
Total Maximum Points	100

- E. **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. 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 ITN 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.