



DOWNTOWN PROPERTIES REDEVELOPMENT PROJECT

**PHASE TWO - DEVELOPMENT PROPOSALS
FROM PRE-QUALIFIED FIRMS**

**REQUEST FOR PROPOSALS
RFP# 011322**

CITY OF OAKLAND PARK
FINANCIAL SERVICES/PURCHASING DIVISION
3650 NE 12 AVE
OAKLAND PARK, FL 33334

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EXHIBITS

The following exhibits can be downloaded at: www.designop.org

Exhibit A	Downtown Properties Site Plan Concept – <i>Developed by ZYSCOVICH</i>
Exhibit B	Lambert Advisory Economic Analysis
Exhibit C	Train Station Report
Exhibit D	Utilities Map
Exhibit E	Site Surveys
Exhibit F	Land Use and Zoning Reports
Exhibit G	Traffic Analysis
Exhibit H	Oakland Park Downtown Development District (OP3D) Zoning Map
Exhibit I	Appraisal Reports- City Owned Lots
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Exhibit K	Environmental Reports
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Exhibit M	Colliers International – Downtown Properties Brochure

SECTION I: Instructions to Proposers

The following instructions are given for guiding proposers in properly preparing their proposals.

I. **GENERAL**

For information concerning procedures for responding to this Request for Proposals (RFP), refer to the title page of the document. Such contact is to be for procedure clarification purposes only. Proposal documents are available for download via DemandStar.com, or documents may be viewed exclusively for this solicitation on www.designop.org.

All addenda, tabulations, and awards will be posted and disseminated via DemandStar only. All official documents are available using the link below:

<https://www.demandstar.com/app/agencies/florida/city-of-oakland-park/procurement-opportunities/383e044b-8c91-4805-a360-d01fff484a91>

2. **PURPOSE:**

The City of Oakland Park will offer a four (4) to six (6) acre redevelopment opportunity, to a qualified master developer for the construction of a Mixed-Use Hub on the southeast corner of NE 12th Avenue and NE 38th Street in heart of Downtown Oakland Park. The City has implemented a two-Phase formal solicitation process to identify a qualified development partner(s) for the Oakland Park Downtown Properties Redevelopment Project. Only development firms that have been approved by the City Commission under the shortlist of prequalified firms may submit proposals under **RFP#011322**. This document represents the Second Phase.

The successful proposer will develop a plan that demonstrates an understanding of the City's desired development concept and addresses the priorities set by the City Commission for the Downtown Properties. In this Phase of the solicitation process, all proposers are required to submit a detailed site plan, development program, timeline, and financial proposal that meets the City's objectives and priorities as defined in this RFP. The City will be looking for high quality design and construction, innovative development program, as well as detailed, transparent, and accurate financial plans

3. **PERSONAL INVESTIGATION:** Proposers will satisfy themselves by personal investigation and by such other means as they may think necessary or desirable, as to existing, future, unforeseen, conditions affecting the proposed work and the cost of it. No information derived from maps, drawings, and specifications or from the City officials will relieve the Proposer from any risk or from the fulfilling of all terms of the contract. The Proposer will be responsible for all unforeseen delays, and adequate time scheduling, required in the development of the project. The Proposer will be responsible for all fees and permits required for this project.

4. **PRINTED FORM OF PROPOSALS:** All proposals must be made upon Proposal Documents, attached. Proposals must be signed and acknowledged by the Proposer according to the directions in this Request for Proposals (RFP). Design documents and all other materials relating to the design portion of this proposal may be submitted in the Proposer's chosen format.
5. **ACCEPTANCE OR REJECTION OF PROPOSALS:** The City, in its sole discretion, reserves the right to accept or reject any proposal, or portions thereof, in the best interests of the City. Proposals are subject to review, evaluation, and revision. **Refinement of changes to layouts and elements of the proposal may be made by the City during the pre-proposal process any time until 72 hours preceding the date of opening. Addenda will be issued following such revisions.**
6. **ADDITIONAL INFORMATION, QUESTIONS, INTERPRETATIONS, INCONSISTENCIES AND ADDENDA:** Requests for additional information or questions must be made in writing, to the contact person named on the title page of this document. Additional information will only be transmitted via a written addendum.
7. **DEVELOPMENT COSTS:** Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.
8. **INSURANCE REQUIREMENTS:** The Proposer will be required to furnish evidence of insurance coverages by a licensed Florida Company that has at least rating of "A" in the latest edition of "Best Key Rating Guide", published by A.M. Best Company. Due to the nature of this solicitation, bonding and insurance requirements will be included as a part of the successful Proposer's agreement with the City and shall be set at a level appropriate to the scale, complexity, and composition of the development project proposed.
9. **PROPOSER'S EXPERIENCE RECORD:** The City will have the right to investigate the financial condition, experience record, and equipment of each Proposer and determine to its satisfaction the competency of each to undertake the project. The Proposer will submit documentation concerning the past performance and integrity of a contractor/developer. Accordingly, proposer should provide information as to any of the following: (a) bankruptcy, (b) mortgage foreclosures; (c) previous or pending litigation and (d) restrictions, restraints or impositions imposed by federal or State regulatory agencies such as Federal Housing Administration, Securities and Exchange Commission, etc., that apply to the Proposer.
10. **ANNUAL APPROPRIATION OF FUNDS:** Any Contract issued is conditional upon the City appropriating funding to implement the contract annually.
11. **VENUE:** Any agreement resulting from this RFP shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.
12. **CONTRACT AWARD TERMS OF AGREEMENT:** *The Proposer understands that this RFP does not constitute an offer or a contract with the City.*

13. **RIGHT TO WAIVE AND REJECT:** The City, in its absolute discretion, may reject any proposal of a Proposer that has failed, in the opinion of the City, to complete or perform a City of Oakland Park contracted project in a timely fashion or has failed in any other way, in the opinion of the City, to perform a prior contract in a satisfactory manner, and has directed the City of Oakland Park Purchasing Manager to emphasize this condition to potential Proposers. The City shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

The City reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the City.

14. **DISQUALIFICATION OF PROPOSERS:** Any of the following reasons may be considered as sufficient for the disqualification of a Proposer and the rejection of its proposal or proposals:

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the Proposer has a financial interest in the firm of another Proposer for the same work.
- C. Evidence of collusion among Proposers. Participants in such collusion will be ineligible as Proposers for any future work of the City until such participant has been reinstated as a qualified Proposer.
- D. Uncompleted work which in the judgment of the City might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement for proposals.
- F. Default under previous contract.

15. **NONDISCRIMINATION EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT:** Proposer shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. Proposer shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by this Agreement, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, Proposer shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship) and accessibility.

Proposer's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 1/2), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

16. **DOMESTIC PARTNER BENEFITS REQUIREMENT:** Effective November 7, 2012, Ordinance 2012-28, requires City Contractors to provide equal benefits for domestic partners. The Ordinance requires that all Contractors, with 25 or more employees contracting with the City in an amount over \$100,000, provide benefits to

domestic partners of its employees on the same basis as it provides benefits to employees' spouses and the children of spouses, with certain exceptions as provided by the Ordinance.

17. **PUBLIC RECORDS:** The City is a public agency subject to Chapter 119, Florida Statutes. The Proposer shall comply with Florida's Public Records Law. Specifically, the Proposer shall:
- A. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - B. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Florida Statutes, or as otherwise provided by law;
 - C. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - D. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**Renee M. Shrout, CMC
City Clerk
City of Oakland Park
3650 NE 12th Avenue
Oakland Park, FL 33334
954-630-4298
renees@oaklandparkfl.gov**

18. **POSTPONEMENT OF DATE FOR SUBMITTING PROPOSALS:** The City reserves the right to extend the date for the receipt of proposals and will give ample notice of any such postponement to each prospective Proposer.
19. **INDEMNIFICATION:** The Proposer will indemnify and save harmless the City and Broward County, its officers, agents and employees, from or because of any injuries or damages received or sustained by any person or persons during or because of any operations connected with the design, planning, investigation or construction of this

project; or, by or in consequence of any intentional act, negligence (excluding negligence of City), concerning the same; or by use of any improper materials, design, work, construction or by or due to any act or omission of the said Proposer or its subcontractor, agents, servants or employees. The Proposer agrees to indemnify and save harmless the City from all such claims and fees, and from any and all suits and actions of every name and description that may be brought against the City due to any claims, fees, royalties or costs for any invention, copyright, or patent, and from any and all suits and actions that may be brought against the City for the infringement of any and all patents and rights claimed by any person, firm or corporation.

The indemnification provided above will obligate the Proposer to defend, at its own expense, or to provide for such defense, at the City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against the City that may result from the operations and activities under this contract whether the activities are performed by the Proposer, contractors, subcontractors or by anyone directly or indirectly employed by any of them.

20. **DEFINITION:** All references to Proposer will include the Developer or Development Team and all references to the Developer or Development Team will include Proposer.
21. **LOCAL PREFERENCE:** Effective February 7, 2020, Ordinance 2020-001 established a local business preference in City Contracting in certain instances. Local business is defined as one that has a valid occupational license issued by City of Oakland Park or business tax receipt issued at least one year prior to bid or proposal opening to do business and that authorizes the business to provide the goods or services or construction to be purchased and a physical business address located within the City limits of Oakland Park, in an area zoned for the conduct of such business from which the vendor operates or performs business on a day-to-day basis that is a substantial component of the goods or services being offered to Oakland Park. Post office boxes are excluded for the purpose of defining a physical address and businesses with outstanding liens, fines, or other violations with the City are ineligible.

Vendors intending their bid or proposal submission be considered under the provisions of local preference, should it apply, must identify themselves, in writing, as a local business in any response to competitive solicitations submitted to the City.

22. **SCRUTINIZED COMPANIES LIST FLORIDA STATUTE 287.135:** Contractor must certify that the company is not participating in a boycott of Israel. Contractor must also certify that Contractor is not on the Scrutinized Companies that Boycott Israel list, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in state law, the City will not contract for the provision of goods or services with any scrutinized company referred to above. Contractor must submit the certification that is attached to this contract. Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to

terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes, as amended from time to time.

23. **E-VERIFY:** Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-Verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:
- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
 - b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City; and By entering into a Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If t contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination. The Contractor acknowledges it is liable to the City for any additional costs as a result of termination of the contract due to Contractor's failure to comply with the provisions herein.
24. **PROPOSAL SUBMISSION DEADLINE AND OPENING:** Sealed proposals will be received by the City Clerk's Office, City of Oakland Park, 3650 NE 12 Ave., Oakland Park, Florida until **4:00 PM on Thursday, January 13, 2022**. The proposals will be opened and read aloud shortly thereafter. One (1) electronic readable flash-drive copy, ONE (1) original complete proposal package marked "ORIGINAL", and EIGHT (8) copies of the proposal must be presented in a sealed envelope and identified with the following information: **RFP# 011322 DOWNTOWN PROPERTIES REDEVELOPMENT PROJECT PHASE TWO- DEVELOPMENT PROPOSALS FROM PRE-QUALIFIED FIRMS**. The City of Oakland Park reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to award only portions of the project, to award to multiple Proposers, or take any similar actions that may be deemed to be in the best interests of the City.

Sealed bids, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier. In the event the City Commission elects to reject all bids and indicates its intent to reissue the solicitation of bids, the submitted proposals remain exempted from s. 119.07(1) and s. 24(a) Art. I of the State Constitution until the City gives notice of its intent to award the contract under the reissued solicitation. If the bidder/proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response,

specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. City's determination of whether an exemption applies shall be final, and bidder/proposer agrees to hold harmless and releases the City, and to defend, indemnify, by Counsel chosen by the City Attorney, the City and City's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records."

25. **REFERENCES:** As part of the proposal evaluation process, the City shall conduct an investigation of references. Proposer's submission of a proposal constitutes acknowledgement of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.
26. **CONE OF SILENCE:** The City of Oakland Park is establishing a Cone of Silence in conjunction with this solicitation. The Cone of Silence for **RFP# 011322** prohibits any communication regarding this solicitation after the solicitation is advertised. Communication with City elected officials, City Staff, or City consultants/representatives is expressly prohibited. Communication with procurement division staff is exempted from this prohibition. The Cone of Silence shall not apply to communications occurring in public as part of initial negotiation meetings. This Cone of Silence is designed to protect the professional integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. The Cone of Silence is terminated at the time the City of Oakland Park City Commission officially begins deliberation of the award of **RFO# 011322**.

End of Section

Section II: The Vision

Building Our Second Century

The City of Oakland Park is a diverse, inclusive, innovative, and forward-thinking community incorporated in 1929. As the City approaches its centennial birthday, community leaders have adopted an exciting new vision to Build Oakland Parks Second Century. This plan includes new land development regulations, a citywide bond initiative, significant investments in infrastructure, emphasis on business-friendly processes, and innovative policies that support public private partnerships and promote private investment.

In line with this bold vision for the future, the City recently completed a two-year process of rewriting its land development regulations to create a more vibrant downtown development district. The Oakland Park Downtown Development District regulations or OP3D, establishes the new vision and guiding principles for the five distinct sub-areas that exist within the Downtown. These principles allow the innovative investor to capitalize on the unique characteristics of the Oakland Park Downtown, provides for greater connectivity and improved mobility, enhances open space, and supports sustainable economic development.

The adoption of codes that support quality development is just one piece of the redevelopment puzzle. The City has also invested over \$40 Million dollars in public infrastructure and parks improvements in and around the downtown and has adopted transit-oriented development policies that support the Florida Department of Transportation (FDOT) recommended commuter rail stop in the heart of the Downtown Oakland Park (full FDOT report anticipated later this month). The City has leveraged its property in the Downtown to promote significant redevelopment and strategic private investment. The City has already begun to see the fruits of its labor. In the next few months, the City's first public private partnership development project in the downtown, the Oakland Park Sky Building will break ground. The Sky Building is an exciting new mixed-use development on the west side of Dixie Highway, which will include City Hall Offices, 119 residential units, 15,000 square feet of commercial, 17 live work units, structured and on street parking. With its first P3 redevelopment project successfully underway, the City is now ready to move forward with redevelopment of its current municipal complex and the surrounding assets. Located on the east side of Dixie Highway, this new development opportunity is called the ***Oakland Park Downtown Properties Redevelopment Project***.

The Oakland Park Downtown Properties Redevelopment Project is meant to continue the City's goal of redevelopment and activation of the Downtown Culinary Arts District. It is the City's vision that this development be a mixed-use hub, that includes residential, retail, live work, office education, open space, as well as structured and on street parking. The successful development firm will propose a project that address the priorities for this development set by both the City Commission and the Community. ***The priorities are as follows:***

- Protect Neighborhood Quality of Life
- Expand Greenspace
- Support Sustainable Economic Development
- Realize Long-Term Economic Investment for the City
- Generate new taxable value
- Creation of Jobs
- Enable the development of Residential to Support Businesses
- Support Downtown Commuter Rail
- Embrace Sustainability
- Incorporate a Strategy for Affordable/Workforce Housing
- Incorporate Parking and Mobility

Section III: Project Details

The Site



City of Oakland Park Downtown Properties Redevelopment opportunity is comprised of six (6) individual sites totaling 4.072 acres owned by the City of Oakland Park that are located on the east side of Northeast 12th Avenue, north and south of Northeast 37th Street. In addition to the 4.072 acres owned by the city, marked as Parcel One (1) and Parcel Two (2) on the map above, there are two privately held parcels noted as Parcel A and Parcel B above for which the city has willing seller relationships. If all the properties illustrated above are included in a development proposal, the Downtown Properties Redevelopment project would be a total of 6.09 acres.

While not part of the total acreage represented for lease, sale, or development, the city also owns Green Leaf Park shaded in green above. It is the expectation of the city that as a part of this development, all recreational elements currently on the city owned lots will be relocated to Greenleaf Park at the Developers expense. It should also be noted that if included in a development proposal, Parcel B should be utilized solely for the expansion of parks and open space for the community and this development.

The project is situated less than 100 feet south of nationally acclaimed craft brewery the Funky Buddha and is adjacent to a potential commuter rail stop. Located less than three (3) miles from the beach and less than five (5) miles from Downtown Fort Lauderdale, a development opportunity in eastern Broward County of this scale is rare.

Program and Design

The City has developed the Downtown Properties Redevelopment Project Concept to provide a clear expression of the quality, scale, and content that it would like to encourage on this site. The City worked with Zyscovich Architects to evaluate the site, gain community input, conduct substantial transportation and economic analyses to establish the Downtown Properties Redevelopment Project Concept that is attached hereto as **Exhibit A**. In addition to residential and commercial uses, the concept includes the development of urban green spaces, promenades, and a living street also referred to as the “Woonerf”. This project must also include the development and integration of a future commuter rail stop, as Oakland Park Downtown has been selected by FDOT Technical Analysis Team as the next train stop north of Fort Lauderdale (full report anticipated later this month). Successful proposers are encouraged to study the concept and understand its elements. While considerable time and effort has gone into the creation of the downtown properties concept, the City remains open to development firms using their creativity to provide other innovative and financially feasible project components using our site plan as guide.

City Owned Property - Appraisal Value

A recent appraisal of the City owned site reveals a combined valuation of \$9,755,000 free of any liens or obligations. The successful Developer will provide a proposal that includes the most favorable financial deal terms for the City in consideration for ownership/control of the underlying real estate. A copy of the appraisal is attached hereto as **Exhibit I**.

Potential Acquisition Sites

Parcel A is privately held by a single owner. The property comprised of three (3) individual sites totaling .70 acres. The City has a willing seller statement for the option and acquisition of this parcel. The appraisals for Parcel A are attached hereto as **Exhibit J**. Parcel B is also privately held by a single owner and the site is comprised of two (2) individual lots totaling .56 acres. The City has a willing seller relationship with the owner of Parcel B but does not have a current appraisal for this property. The owner of Parcel B has advised that he would like to sell this property for \$1,500,000. If a respondent includes Parcel B in a development proposal, Parcel B should be utilized solely for the expansion of parks and open space for the community. It is the desire of the City to maximize the footprint of this development, therefore, the City will give greater preference to the development firm(s) that present an innovative proposal that includes these sites in their concepts and project financials.

Zoning

In line with the Downtown Properties Redevelopment Project Concept, the City has adopted the underlying land use and zoning necessary to construct the concept. As such, the City does not encourage requests for significant amendments to the current land use and zoning designations. The current zoning on the site is categorized in the City's new Code as The Downtown Core East. The Downtown Core East and West Sub-Area regulations are designated together as the epicenter of the Oakland Park Downtown Development District. Downtown Core overall is intended to be the image of Oakland Park and its main destination with high quality building design, a mix of uses and ground floor active uses to appeal to both locals and visitors.

Permitted Height

- Three stories (45'). If requirements of the Bonus Height Provision Program are met, the maximum permitted vertical dimension in feet is 6 permitted stories that shall not exceed 83 feet.

Residential Density

- Sixty-Five (65) units per net acre.
- A density bonus may be granted by the City Commission of up to ten (10) units per acre if said density bonus is consistent with adopted goals, objectives and priority improvement projects of the City's Community Redevelopment Plan and the adopted City of Oakland Park Downtown Development District Design Guidelines.

The City has prepared a detailed land use zoning report based on the City's Downtown Development Properties Redevelopment Project Concept. It is attached hereto as **Exhibit F**.

Traffic

A traffic impact analysis was conducted to examine potential impacts of the proposed redevelopment of the City owned Downtown properties and the associated transportation network improvements. The study examined the weekday peak hour operational conditions of over 20 nearby intersections evaluating existing conditions, future conditions without the project, and future conditions with the project. Additionally, the study examined improvements to the roadway network to reduce congestion in the area of North Dixie Highway and NE 38th Street by converting NE 12th Avenue between NE 38th Street and NE 37th Street to a one-way southbound street, reducing vehicular conflict points along NE 38th Street near the FEC rail crossing.

The analysis examined potential improvement options to the westbound approach at the intersection of NE 38th Street and North Dixie Highway. The analysis results indicated that the widening of the approach to provide for a left-turn lane, a through lane, and full length/drop right-turn lane provides optimal operation based upon a weekday peak hour queuing analysis.

Overall, the results of the analysis indicated that all study intersections will operate at an acceptable level of service (LOS) with the proposed redevelopment and the associated transportation network improvements and the proposed roadway modifications along NE 12th Avenue will further improvement conditions in the area. Furthermore, the potential modifications to westbound approach of the intersection of North Dixie Highway and NE 38th Street will improve operations and reduce queuing on that approach. A copy of the traffic impact analysis is attached hereto as **Exhibit G**.

Sustainability in the City of Oakland Park

The importance of sustainability on the City of Oakland Park cannot be understated. The City is committed to creating a sustainable resilient future for all who live and work in the City of Oakland Park. The City has a long track record of successful projects and planning that advance sustainable living for the community. The City of Oakland Park views sustainability as the integration of environmentally durable, socially durable, and economically durable elements. Consideration of each of these elements in development proposals is advisable.

Teams may consider, but not limited to, the following areas as part of any sustainable project proposals in the City of Oakland Park.

- Flood Elevations
- On Site Power Generation (renewable)
- EV Charging Station
- Rainwater Harvesting
- Construction Material Selection

- Building Glazing and Positioning
- Passive building strategies
- Cooling corridors in the Urban environment
- Building materials for low embodied carbon

The City of Oakland Park recognizes that greenhouse gas (GHG) emissions from human activity are catalyzing profound climate change, the consequences of which pose substantial risks to the future health, wellbeing, and prosperity of our community. The City is encouraging the implementation sustainable practices as a part of the Downtown Properties Redevelopment Project. A copy of the pertinent sustainability policies, and reports are attached hereto as **Exhibit L**.

Affordable Housing

The City is committed to expanding the housing options citywide. The Downtown Properties Redevelopment Project represents an opportunity for Oakland Park to introduce high end residential to the downtown. The City's economic forecasts and market analysis, attached hereto as **Exhibit B** supports the feasibility of this product as a part of this development. Although the City desires the creation of a luxury product, the City also has a strong commitment to ensuring that affordability is preserved throughout the community. As such, proposers are encouraged to offer alternate affordable housing strategies as part of their proposal. Proposers will gain bonus points if their project submittal includes an alternate affordable housing strategy such as, Affordable Housing Trust Fund contributions and or homeownership products and incentives.

Timeline and Development Plan

The City desires a development partner that has the capacity, desire, and operational structure to support the timeline and efficient development of this project. As such, the city will give greater weight to proposals that are able to achieve final completion of this project with forty-eight (48) months from development agreement execution, with reasonable extensions associated with unanticipated delays in the vacation of City Hall or force majeure.

Grants and Partnerships

The City anticipates working with various Federal, State, and Local agencies to leverage its investment and attract additional grants, incentives, and commitments for this redevelopment project. The City will give greater preference to proposers who exhibit a willingness and capacity to dedicate resources to the acquisition of federal, state, and local grants for the benefit of this community and this development project.

Section IV: Project Priorities

The City has separated community priorities for this redevelopment project into three categories. Proposals will be evaluated based on their ability to satisfy the list of project priorities listed below.

Must Have: This category represents items that **must be included** in a proposer's development concept to be considered responsive.

Will Encourage: This category represents aspirational development goals that the City has embraced for the future of the Downtown. Proposals that include well thought out strategies inclusive of these elements will receive higher ratings by the Evaluation Team.

Strongly Prefer: This category represents the City's strong desire to maximize the development envelope. Development proposals that include the acquisition of one or both parcels as a part of their development concept and financial proposal will receive higher ratings.

MUST HAVE	WILL ENCOURAGE	STRONGLY PREFER
<ul style="list-style-type: none">• High quality and diverse residential offerings that maximize the development opportunity allowed on the site (at the developer's expense).• A development proposal that includes the relocation of all recreational amenities currently on City owned lands to the new Greenleaf park site.• Innovative retail and commercial concepts and spaces to include strategies that encourage daytime activation.• Parking to include additional public spaces and alternative transportation such as bike and EV Stations.• Construction of the Woonerf.• Innovative public gathering spaces that support activation• Well-designed Urban Greenspaces that include sustainable elements like bioswales and water harvesting.• High Quality Architectural and Urban Design• Integration of future commuter rail stop• Commitments to Federal, State, and Local Grant partnership with the City	<ul style="list-style-type: none">• Sustainable building practices that include design, construction and stewardship of products and environments that align human need and ecological resourcefulness. Water conservation, renewable energy and low embodied carbon are among the desired practices in this category.• Affordable Housing Strategy which may include a trust fund contribution or home ownership incentives.• Creative small business opportunities which may include, coworking spaces, makerspaces, innovation hubs, incubators, training space, or culinary school concept.	<ul style="list-style-type: none">• Proposals that include the acquisition of adjacent parcels that enable a larger site plan to be developed/realized.

Section V: Project Evaluation Structure and Timing

Phase Two: Request for Proposal (Pre-Qualified List Only): RFP# 011322

After the release of the RFQ, the City will host a mandatory Pre-Bid meeting for the pre-qualified short list of firms. During this mandatory meeting, the City will provide a detailed presentation of the project and share updates about various elements of the City's development priorities. During this meeting, firms will have access to City staff and technical advisors to ask questions or seek clarification about the project and/or the solicitation.

A. Evaluation Committee

The City will convene an evaluation committee to review and rank proposals. Based on the recommendation of the evaluation committee, the City reserves the right to invite all or a short list of proposers to participate in oral presentations. At the conclusion of oral presentations, the City will rank firms and make a recommendation to the City Manager of the top ranked firm(s).

The proposed **RFP #011322** timeline is as follows:

B. Request for Proposal Timeline

RFP issuance:	Monday, November 15, 2021
MANDATORY Pre-Proposal Meeting (Virtual & In-Person):	10:00AM, Monday, December 6, 2021
Deadline for Questions/Additional Information:	5:00PM, Monday, December 13, 2021
Addendum issued (if applicable):	Monday, December 20, 2021
Submission Deadline:	4:00PM, Thursday, January 13, 2022
Evaluation Committee Review/Interim Ranking:	Week of February 7, 2022
Oral Presentations by Firms:	Week of February 21, 2022
Final Evaluation Committee Ranking:	Week of February 21, 2022
Background Checks:	Feb/March 2022
Anticipated City Commission Award:	Tuesday, March 1, 2022

C. Selection and Negotiation

The top ranked firm will be presented to the City Commission for approval. Upon approval by the City Commission, the top ranked firm will engage in development agreement negotiations with the City team. If negotiations with the top ranked firm are deemed unsuccessful, the City reserves the right to move to the next highest ranked firm to engage in development negotiations.

Section VI: Proposal Deliverables

Respondents shall submit One (1) electronic readable flash drive, ONE (1) original complete proposal package marked "ORIGINAL", EIGHT (8) duplicate copies of said package. Responses to this RFP must contain the following information tabbed according to section:

A. COVER LETTER:

Include an acknowledgment letter with a general introductory statement identifying the party responding to this Request for Proposal and their level of commitment to the Project. The letter shall be signed by an authorized signatory of the responding entity.

B. DEVELOPMENT PROPOSAL:

Development Program:

Proposers are required to submit a comprehensive development proposal that is inclusive of the following elements:

1. Site Plan
2. Development Concept
3. Schematic Design and Highly Illustrative Renderings
4. Development Program Including:

Must Have

- a. Innovative Retail/Commercial Attraction Strategy
- b. Public Spaces/Activation Strategy
- c. Parking (*to include Public Parking*)
- d. Woonerf Development
- e. Integration of Future Train Stop
- f. Preservation of Open Space (*to include Historic Tree at NE corner of the site*)
- g. Greenleaf Park Relocation
- h. Development Approach
- i. Grant Partnership Opportunities

City Encourages

- j. Affordable Housing Strategy
- k. Sustainable Elements
- l. Small Business Opportunities

Strongly Prefers

- m. Adjacent Parcel Acquisition
5. Identification of Developer Negotiating Team

C. FINANCIAL PLAN:

Each firm shall be required to complete the Financial Plan table below to be considered responsive for this solicitation. **Proposers who fail to complete this section will be deemed nonresponsive and their proposal will not be forwarded for review.** The City will use this form to determine the net financial benefit of your development proposal to the City. Proposers are reminded that the strength of their financial plan represents thirty (30) percent of their overall score.

Financial Plan Submission – Instructions:

City Owned Property: The respondent should provide the purchase price or annual land lease payment (and annual proposed annual lease payment adjustment) under a 99-year ground lease it is willing to pay for the City owned properties subject to this RFP. The purchase price or ground lease payment should be established under the assumption that the development program submitted as part of your response would be approved generally as submitted. Any terms associated with payment of the purchase price or ground lease payments to the City and timing should be detailed within a short narrative.

City Contributions Requested: The respondent should provide the anticipated source, brief description, and expected dollar value of any financial incentives, in kind services, or commitments requested by the respondent **from the City** or other governmental entities to support development of the project.

Developer Contributions Proffered: The respondent should provide a summary of financial contributions it proposes to make to the city desired project priorities that impact the purchase price in the table below.

At minimum, but not limited to, the City priority project should include the following potential investments:

- Financial contributions towards the completion of the woonerf project as detailed in *Section III- Project Details (Program and Design) and Exhibit A* of this RFP.
- Financial contributions towards the buildout and relocation of all recreational amenities currently on City owned lands to the new Greenleaf Park Site as detailed in *Section III- Project Details and Exhibit A* of this RFP.
- Financial contributions towards the partial or entire completion of the future train stop.
- Development of parking broadly available to the public and to support the future commuter rail. This shall exclude parking required to meet zoning, or parking that is otherwise reserved at any time of day for private development components included the project proposal. Proposers may refer to *Exhibit F, Land Use and Zoning Reports*, to see sample parking calculations and information.

For each of the above, proposers are required to provide a brief narrative description of the scope of the investment being made and if the developer believes the investment is adequate to complete a portion or the entire public project. Proposers must also indicate if their firm intends

on delivering the public project itself or provide a cash contribution to the City towards the public priority project.

Respondents are reminded that it is the City's priority that the completion of the Woonerf, Greenleaf Park Development, and public parking, in excess of that required for the proposed development, be incorporated into the proposal as an investment.

To the extent that the respondent is not intending to contribute to one or more of the above, the respondent should just write in the place provided for a dollar amount "**None**".

Development Plan and Timeline: As an attachment to the Financial Plan Form below, respondents should also provide a detailed development plan and critical path for the completion of their development project. Respondents are reminded that the City will give greater weight to proposals that are able to achieve final completion with forty-eight (48) months from development agreement execution, with reasonable extensions associated with unanticipated delays in the vacation of City Hall or force majeure.

RFP # 011322 - Financial Plan Form

Development Element	Amount	Notes- Narrative
1. City owned land purchase price/ground lease paid to City (paid to City)	Purchase Price: \$ -or- Annual Ground Lease Payment 1st Year of Payment: \$ For ground leases only, annual escalation: ____%	Include the amount you are willing to pay the City for the purchase or lease of City owned land taking into account any investment in public projects below but inclusive of the expected benefits from City or other government incentives listed under 2 below. A brief narrative should be provided that details any terms of payments.
2. Requested city or other governmental financial incentives, in-kind services, or commitments (from City)	\$	Include only the estimated dollar value of incentives from the city or other governmental entities you are requesting. If none, write "None". Briefly describe these incentives in a narrative section of the proposal.
3. Contribution to woonerf	\$	Estimated value of contribution to woonerf. If none, write "None" in the space provided. Provide brief narrative as to the scope of the investment, form of investment (i.e. developer delivery, cash contribution), and what portion of the public project the investment is expected to cover (i.e. all, ½, ¼, etc.).
4. Contribution to future train stop	\$	Estimated value of contribution to train stop. If none, write "None" in the space provided. Provide brief narrative as to the scope of the investment, form of investment (i.e. developer delivery, cash contribution), and what portion of the public project the investment is expected to cover (i.e. all, ½, ¼, etc.).
5. Number of Public parking spaces, and average total development cost per public space	Number of Private Parking spaces: -and- Average total cost of development per public space: \$	The number of public parking spaces to be delivered excluding any parking required to meet zoning and/or otherwise reserved at any time of day for development components included as part of the project proposal. Additionally, respondents should indicate the estimated cost of developing each additional public space. Proposers are encouraged to indicate if they are including EV Stations as a part of their parking component.
6. Greenleaf Park	\$	Estimated value of contribution to relocation of Greenleaf Park. If none, write "None" in the space provided. Provide brief narrative as to the scope of the investment, form of investment (i.e. developer delivery, cash contribution), and what portion of the public project the investment is expected to cover (i.e. all, ½, ¼, etc.).

D. PROJECT PRIORITY ALIGNMENT:

Proposers must provide a summary statement of how their project aligns with the City's project priorities detailed below:

MUST HAVE	WILL ENCOURAGE	STRONGLY PREFER
<ul style="list-style-type: none">• High quality and diverse residential offerings that maximize the development opportunity allowed on the site (at the developer's expense).• A development proposal that includes the relocation of all recreational amenities currently on City owned lands to the new Greenleaf park site.• Innovative retail and commercial concepts and spaces to include strategies that encourage daytime activation.• Parking to include additional public spaces and alternative transportation such as bike and EV Stations.• Construction of the Woonerf.• Innovative public gathering spaces that support activation• Well-designed Urban Greenspaces that include sustainable elements like bioswales and water harvesting.• High Quality Architectural and Urban Design• Integration of future commuter rail stop• Commitments to Federal, State, and Local Grant partnership with the City	<ul style="list-style-type: none">• Sustainable building practices that include design, construction and stewardship of products and environments that align human need and ecological resourcefulness. Water conservation, renewable energy and low embodied carbon are among the desired practices in this category.• Affordable Housing Strategy which may include a trust fund contribution or home ownership incentives.• Creative small business opportunities which may include, coworking spaces, makerspaces, innovation hubs, incubators, training space, or culinary school concept.	<ul style="list-style-type: none">• Proposals that include the acquisition of adjacent parcels that enable a larger site plan to be developed/realized.

Section VII: Selection Criteria

RFP# 011322 - Evaluation Criteria

CRITERIA TO BE RATED		DESCRIPTION	MAX POINTS	SCORE
QUALITY OF DEVELOPMENT PROPOSAL			70	
1.	Design	Does the proposal incorporate high quality architectural and urban design?	10	
2.	Quality of Residential Concepts	Does the proposal incorporate diverse residential housing products (live work, townhomes, apartments) and amenities (balconies, gathering spaces, wellness) that maximize the development opportunity allowed on the site?	10	
3.	Quality of Non-Residential Concepts	Does the proposal incorporate innovative retail and commercial concepts and spaces inclusive of daytime activation strategies?	10	
4.	Relocation of Parks Amenities	Does the development include the relocation of all recreational amenities to the new Greenleaf Park site?	8	
5.	Parking	Does the proposal include a comprehensive plan for parking to include additional public spaces and alternative transportation such as bike and EV stations?	8	
6.	Woonerf	Does the plan include a concept for the Woonerf and how this "living street" would be integrated into the development?	5	
7.	Inclusion of Public Gathering Spaces	Does the proposal include public gathering spaces and the preservation of the Historic tree?	5	
8.	Inclusion of Urban Greenspace	Does the proposal include Well-designed Urban Greenspaces that include sustainable elements like bioswales and water harvesting?	5	
9.	Commuter Rail Stop	Does the proposal include a plan to integrate the future commuter rail stop?	5	

10.	Grant Partnership	Has the development firm disclosed their past experience advocating for Federal, State, and Local Grant partnerships and did the firm disclose how they would partner with the City to seek this fund for this project?	1	
11.	Property Acquisition	Does the proposal include the acquisition of adjacent parcels that enable a larger site plan development?	3	
STRENGTH OF FINANCIAL PLAN			30	
12.	Net Benefit Analysis	What is the value of the net benefit to the City produced by the proposed development?	25	
13.	Development Plan and Timeline	Did the firm provide a detailed development plan and critical path for the development of this project? Was the firm able to deliver the project within 48 months of development agreement execution?	5	
BONUS POINTS			5	
14.	Sustainable Building Practices	Does the proposal include sustainable building practices that incorporate desired practices such as , design, construction and stewardship of products and environments that align human need and ecological resourcefulness, water conservation, renewable energy and low embodied carbon?	3	
15.	Community Centered Initiatives	Does the proposal include “ Community Centered initiatives ” such as: cultural amenities, affordable housing strategies, creative small business opportunities, coworking spaces, makerspaces, innovation hubs, incubators, training space, or culinary school concepts for this project?	2	

Section VIII: Required Forms

The undersigned hereby declares that after examining the Proposal Documents, does hereby submit a response to the proposal and warrants that:

- a. The undersigned is an officer of the organization.
- b. The undersigned is authorized to offer a proposal in full compliance with all requirements and conditions, as set forth in the RFP.
- c. The undersigned has fully read and understands the RFP and has full knowledge of the scope, nature, quantity and quality of the work to be performed, and the requirements and conditions under which the work is to be performed.

Authorized Signature

Printed Name & Title

Company Name

Company Address

City, State, Zip Code

Date

Phone Number

Email Address

**SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

STATE OF _____ COUNTY _____

Before me, the undersigned authority, personally appeared, who, being by me first duly sworn, made the following statement:

Name of Proposer _____

Business address _____

I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any such agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I understand that “convicted” or “conviction” is defined by the statute to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

I understand that “affiliate” is defined by the statute to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) and entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

Please check the appropriate paragraph below:

- ☐ Neither the Proposer, Contractor, nor any officer, director, executive, partner, shareholder, employee member or agent who is active in the management of the Proposer or Contractor nor any affiliate of the Proposer or Contractor has been convicted of a public entity crime subsequent to July 1, 1989.
- ☐ There has been a conviction of a public entity crime by the Proposer or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Proposer or contractor who is active in the management of the Proposer or Contractor or an affiliate of the Proposer or

Contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement

Proposer's Signature

Sworn to and subscribed before me on this ____ day of _____, 20 ____

(affix seal)

Notary Public Signature

NON-COLLUSION AFFIDAVIT

By submission of this affidavit, the Proposer certifies that this proposal is made independently and free from collusion. Proposer shall disclose below, to the best of its knowledge, any City of Oakland Park officer or employee, or any spouse, son, daughter, stepson, stepdaughter, or parent of any such officer or employee, who is an officer or director of, or has a material interest in, the Proposer's business who is in a position to influence this procurement. Any City of Oakland Park officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement. For purposes hereof, a person has a material interest if he or she directly or indirectly owns more than five percent (5%) of the total assets or capital stock of any business entity, or if he or she otherwise stands to personally gain if the contract is awarded to this vendor.

NAME

RELATIONSHIPS

NONE: _____

Signature of Proposer

Sworn to and subscribed before me on this ____ day of _____, 20 ____

(affix seal)

Notary Public Signature

DOMESTIC PARTNERSHIP CERTIFICATION FORM
THIS FORM **MUST** BE COMPLETED AND SUBMITTED AT TIME OF SUBMITTAL
FOR PROPOSER TO BE DEEMED RESPONSIVE

The Proposer, by virtue of the signature below, certifies that it is aware of the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances, "Requirement for city contractors to provide equal benefits to domestic partners", and certifies the following:

Please check only one below

- ☐ 1. The Proposer currently complies with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances and provides benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 2. The Proposer will comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of contract award and provide benefits to domestic partners of its employees and the partners' dependents on the same basis as it provides benefits to employees' spouses and the spouses' dependents
- ☐ 3. The Proposer will not comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award
- ☐ 4. The Proposer does not need to comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances at time of award because the following exemption applies:

Please check only one below

- ☐ The Proposer's price bid for the initial contract term is \$100,000 or less
- ☐ The Proposer employs less than twenty-five (25) employees
- ☐ The Proposer does not provide benefits to employees' spouses or spouse's dependents
- ☐ The Proposer is a religious organization, association, society, or non-profit charitable or educational institution
- ☐ The Proposer is a government entity
- ☐ The Proposer cannot comply with the requirements of Section 2-197.1 of the City of Oakland Park's Code of Ordinances because it would violate the laws, rules or regulations of federal or state law or would violate or be inconsistent with the terms or conditions of a grant or contract with the United States or State of Florida. Indicate the law, statute or regulation _____,

(Attach explanation of its applicability).

DOMESTIC PARTNERSHIP CERTIFICATION FORM (continued)

I, _____, _____ of _____
(Name) (Title) (Proposer)

Hereby attest that I have the authority to sign this notarized certification and certify that the above-referenced information is true, complete and correct.

Signature _____ Print Name _____

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20____

by _____, to me personally known ____ or produced

Identification ____type of identification produced:_____

_____ My commission expires:_____ Signature
of Notary Public

(SEAL)

Print name of Notary Public

CERTIFICATION PURSUANT TO FLORIDA STATUTE § 287.135 (Scrutinized Companies)

I, _____, on behalf of _____,
Print Name and Title Company Name

certify that _____ does not:
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City shall provide notice, in writing, to the Contractor of the City's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the City's determination of false certification was made in error then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes, prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and
2) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

SIGNATURE

PRINT NAME

COMPANY NAME

TITLE

Must be executed and returned with attached proposal to be considered.

E-VERIFY FORM

Definitions:

“Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

“Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment eligibility of:

- a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security’s E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____