



REQUEST FOR PROPOSALS

FOR THE
ACQUISITION OF
BUILDING LOCATED
AT
2455 NW 16TH Blvd. (Lot #9)
IN THE
OKEECHOBEE COUNTY COMMERCE PARK

RFP 2018-29

RFP RELEASE DATE:	SUNDAY, SEPTEMBER 30, 2018
SITE TOUR DATE:	MONDAY, OCTOBER 8, 2018
DEADLINE TO SUBMIT QUESTIONS:	WEDNESDAY, OCTOBER 10, 2018
DEADLINE TO SUBMIT PROPOSALS:	MONDAY, OCTOBER 15, 2018

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I. INTRODUCTION

Okeechobee County Board of Commissioners is seeking proposals for the acquisition and redevelopment (the "Project") of 15,251 square foot, one-story building physically located in the Okeechobee County Airport Commerce Park at 2455 NW 16TH Blvd., Okeechobee, FL (the "Site"). Each party that submits a response ("Proposal") to this Request for Proposals ("RFP") is referred to herein as a "Respondent," and the Respondent that is conditionally designated through this RFP process is referred to herein as the "Designated Developer."

The County is seeking a specific project model that it believes will provide for the highest and best use of the property for a public-private partnership to establish a catalyst for economic development growth in Okeechobee County.

Selection Criteria are described in greater detail in Section V herein, and include Employment Impact (creation of new jobs, both permanent and construction), and Economic Impact (stimulating direct and indirect economic activity in the local county and region).

II. RFP TIMELINE

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III. SITE DESCRIPTION

Site Summary, Building and Infrastructure

- ❖ Site that building is located on is approximately 1.03 of Leased land and will include additional 2.06 acres of Lease Land for future development. (Total of 3.09 acres of Leased Land)
- ❖ One-Story, 100 ft. clear span, Dean building in shell condition. Built in 1998
- ❖ Water and Sewer are provided through Okeechobee Utility Authority
- ❖ Power provided by FPL and has three (3) phase power accessibility.
- ❖ Paved road access via Highway 98.

Figure 1 –
Aerial View
of Site



Surrounding Area

Okeechobee County is located in South-Central Florida on the north shore of Lake Okeechobee. The year-round population is 39,149, however from November to May, there are an estimated 30,000 additional seasonal residents. The population of the market area within a 60-mile radius is 1,355,962. Approximately 6,000,000 visitors per year come to enjoy the activities around Lake Okeechobee. Okeechobee County is within 2 hours drive of 75% of the State of Florida's population.

Transportation

Access to the Site is from Hwy 98, off US 70 West. The Site is approximately 3 miles from the City of Okeechobee. It is approximately 45 miles west of Interstate 95 and 70 miles east of Interstate 75.

Ownership and Taxes

The Building is currently owned by Okeechobee County, a political sub-division of the State of Florida, on Okeechobee County Airport land. The Land is not for sale and purchaser of the building must enter into a Land Lease with Okeechobee County. Under a purchase or private use of the Site, property taxes and non-ad valorem assessments would be assessed by Okeechobee County, South Florida Water Management District, Okeechobee County School Board and Children's Service Council as applicable.

Additional Site Information

Additional information on the Site can be found on the County Property Appraiser website at <http://www.okeecheeepa.com/>.

IV. PROPOSAL REQUIREMENTS

The following are the submission requirements of all Proposals responding to this RFP. Okeechobee County BOCC reserves the right, in its sole discretion, to reject any Proposal that is deemed incomplete, or unresponsive to the RFP requirements. Okeechobee County also reserves the right, in its sole discretion, to reject any and all Proposals for any reason or for no reason, and to proceed (or not to proceed) with the development of the Site (either by itself or in conjunction with one or more third-party(ies) without completing this RFP process.

In evaluating the capabilities of each Respondent, Okeechobee County may utilize any and all information available (including information not provided by the Respondent). Proposals should clearly and concisely state the unique capabilities, experience and advantages of the Respondent and demonstrate the Respondent's capability to satisfy the requirements and objectives set forth in this RFP.

A. Transaction Structure and Certain Costs

Every Proposal must provide an offer price for the acquisition of the Building (excluding land and improvements), which will be subject to a declaration regarding conformance to an Okeechobee County General Project Plan ("GPP") detailing the agreed development of the Site, as applicable. If the development of the Site is to be completed in phases, each phase must include supporting infrastructure needed for a viable project in the event no future phases are constructed. It should be emphasized that the offer price is only one element of the Proposal. The direct and indirect economic impact on the County is of equal or greater importance to Okeechobee County.

Okeechobee County is requesting Proposals for purchase of the Building on the site and Land Lease for Lots 7, 8 and 9. Okeechobee County reserves the right to make such requests to all Respondents or to subset of all Respondents as set forth in Section V Selection Criteria. The

determination of whether Okeechobee County will elect to dispose of the Building by sale will depend on the offers received, and Okeechobee County's assessment of the best interests of the County. Any such Respondents still under consideration shall be given the opportunity to supplement their Proposals and any related provisions of the RFP will be amended or deemed amended as necessary.

Please note as provided in Section VIII, "Disposition Process", below, the Designated Developer will be required to enter into agreements with the County. Respondent's financial offer for the Site should assume that the Site, including any and all improvements, infrastructure and equipment at the Site, will be sold "AS IS" and "WHERE IS" without any representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the Designated Developer's intended purpose.

B. Required Elements of the Proposal

1. Respondent Description

Each Respondent submitting a Proposal must demonstrate sufficient financial resources and professional ability to develop the Site in a manner consistent with its Proposal.

Each Proposal should include a description of the Respondent owner and the development team, including:

- The intended form and structure of the owner and any proposed partnership or joint venture must be clearly explained. A chart/diagram of the owners showing structure (percentages) of ownership and investment must be included.
- Name, address, phone number and email of each member of the Respondent owner or development team. Respondent must provide the Federal EIN numbers of the development entity and identify a primary contact person.
- Current operating budget and previous three (3) years of audited financials for all entities with an ownership percentage greater than 25% in the Proposal.
- Documentation addressing whether the Respondent, or any participating member of the team, has been involved in any litigation or legal dispute regarding a real estate venture during the past (5) five years.
- Evidence of ability to finance the Project including letters of interest and/or intent from equity sources and lenders.
- Evidence of Designated Developer's commitment to pay, from the date of its conditional designation
- Evidence of Designated Developer's commitment to pay the full purchase price for the Site
- Any additional documentation or information evidencing the strength of the Respondent and its ability to complete the Project in a timely manner.
- Disclosure of any existing or contemplated relationship with any other person or entity, including relationships with any parent, subsidiary or affiliated firm, which would constitute an actual or potential conflict of interest in connection with Respondents' Proposal or selection as the Designated Developer and completing the project. Respondents must also indicate how they will notify Okeechobee County if a conflict arises at any point after the submission of this Response, and how such a conflict would be resolved.

2. Project Description

The Project description should include a detailed narrative describing all relevant aspects of the Project and any plans/timing of phasing of the development.

The description should address:

- Description of the proposed use(s).
- Type, bulk and size of each component of the development program (gross and net square footages).
- The description should address how this project will advance the objectives set forth in Section V "Selection Criteria" below.

3. Purchase Price, Land Lease Agreement and Other Requirements

There is a minimum purchase price of \$217,000. Possible financing is available for up to two (2) years. A minimum 11% down payment will be required upon signing of the agreement and final payment due within the proceeding twenty-four (24) months. Transfer of title for the purchase of the building will be completed after final payment is made to the County. Purchaser must enter into a Land Lease for Lot 7, 8 and 9 for a term of thirty (30) Years with a thirty (30) year renewal option.

All costs associated with the Occupation, Operation, Maintenance and Repair shall be borne by the purchaser/ lessee, including but not limited to:

- On-site utilities repair and maintenance
- Utility consumption charges
- Maintenance and repair of building, tenant improvements, lighting, landscaping, mowing, signage, driveway and parking.

General Okeechobee County Land Lease Terms and Conditions will apply with Special Provisions that shall include but not limited to: No outside storage or outside work, no alterations to be made to the Lease Land without submitting a Site Plan to the Board of County Commissioners for permission prior to obtaining all applicable permits and approvals in writing. Purchaser/Lessee to provide insurance and name Okeechobee County as additional insured per the lease agreement.

All users and occupants shall comply with all applicable Federal Aviation Administration (FAA) and Okeechobee County Airport current rules and regulations as well as those that may come into effect throughout the occupancy. Such rules and regulations shall include but not limited to: Airport Minimum Standards, FAA regulations and directives, Noise restrictions and Security requirement. The Airport Manager shall be the interpreter of all such rules and regulations.

4. Site Plan and Architectural Design

Each entity submitting a Proposal must provide following:

- A summary of the proposed property buildout for the Site.
- At a minimum, a set of concept sketches on 8.5" x 11" paper, showing the proposed Site development, by Phase with details of each phase.
- Landscape Plan consistent with Okeechobee County Land Development Regulations.

5. Development Timeframe

Respondent must submit a development timeline (subdivided into phases, if necessary), identifying the estimated length of time to reach key milestones, including: commencement and completion of design; financing; commencement and completion of construction and operational stabilization for each component of the development program. Any contingencies that may affect this time line should be identified.

6. Flood Zones

Property is currently no in a Flood Zone.

7. Team Member Qualifications

Proposals should include a list of, and background information for, all key members of the development team, including:

- A. Identification and qualifications of each member of the development team, including all persons or entities that will design, develop, or operate the Project, as well as the attorney, engineer, general contractor and other professionals, as appropriate, including leasing, marketing and management, who will be involved with this Project.
- B. A summary of the availability of each of the principal members of each firm and their availability for commitment to the Project.
- C. Documentation addressing whether any participating team members have been involved in litigation or legal dispute regarding a real estate venture during the past five years.
- D. Background information of owner, including resumes describing the relevant experience of all principal members. This information must be submitted for every participant in a joint venture and should highlight similar projects (including a project description and approximate dollar value for each).

V. SELECTION CRITERIA

Okeechobee County invites Respondents to submit Proposals that maximize the economic benefit to Okeechobee County, City of Okeechobee, the Heartland region and the State of Florida through reuse and redevelopment of the Site that will create new jobs and stimulate the local economy.

In evaluating received Proposals, Okeechobee County will use the following Selection Criteria to select the Designated Developer:

- *Employment Impact:* Creation of construction and permanent on-site jobs and payroll.
- *Economic Impact:* Projected expenditures, construction costs, annual operating costs and other direct spending that will help spur economic activity. Okeechobee County will also consider the impact of indirect spending that the Project will generate and any applicable tax revenue.
- *Financial Offer:* Highest price and any other provision for competitive terms.
- *Financial Feasibility:* Respondent's demonstrated financial condition to complete the Project; availability of identifiable funding sources to finance the Project; sufficient revenue to support operating revenues, scheduled payments related to capital costs, reserve fund contributors and debt service.

Okeechobee County reserves the right to conduct interviews with or pose questions in writing to individual Respondents in order to clarify the content of their proposals and to ensure full and complete understanding of each proposal. Okeechobee County shall undertake to pursue uniformity in the questions it asks to Respondents to the extent practicable, but Okeechobee County may ask different or additional questions to different Respondents in the context of individual interviews or written questions.

Proposals may be reviewed by Okeechobee County staff and Commissioners. Okeechobee County reserves the right to publicly interview Respondents and to provide a period of Public Comment on the proposals.

VI. DEVELOPER DUE DILIGENCE

“As Is, Where Is” Condition

Respondents should assume that the Site, including land, improvements and any supporting infrastructure will be sold and/or long-term leased “AS IS” and “WHERE IS” without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the Respondent’s particular purpose. Okeechobee County will post information regarding the RFP on the County website <http://co.okeechobee.fl.us/cdocuments>; Respondents are encouraged to check back for updates. Okeechobee County makes no representation or warranty concerning the accuracy or utility of information posted or otherwise provided to the potential Respondents or to the Respondents. **Prospective Respondents should notify Okeechobee County of their interest as soon as possible in order to ensure that they receive all updates associated with this solicitation by sending an email to kscott@co.okeechobee.fl.us.**

Respondents must rely on their own research and investigations for all matters, including costs, title, survey, development, financing, construction, remediation, renovation and demolition.

VII. SUBMISSIONS

One (1) signed original and One (1) electronic copy in PDF format provided on a flash-drive of the Proposal identified as “Okeechobee County Commerce Park Lot 9 RFP” must be received by EST by 3:00 PM on Monday, October 15, 2018 at the following address:

Okeechobee County Board of County Commissioners
304 NW 2nd Street, Room 123
Okeechobee, FL 34972
Attn: Kathy Scott, Airport Manager
Re: Sealed Bid “Okeechobee County Commerce Park RFP2018-29”

All RFPs will become a public record of the County upon opening and are subject to public disclosure consistent with Chapter 119 of the Florida Statute.

RFP Inquiries

Okeechobee County will accept written questions via email from prospective Respondents regarding the RFP. Please submit questions to:

kscott@co.okeechobee.fl.us

Written questions must include the requestor’s name, e-mail address and the Respondent represented and should be received by 11:59 PM EST on Wednesday, October 10, 2018.

Site Tours

Potential Respondents may also attend a Site tour that is anticipated to be scheduled for 1:30 PM on Monday, October 8, 2018. Please email kscott@co.okeechobee.fl.us at least two business days in advance if you plan on participating in the Site tour.

Okeechobee County reserves the right to modify this RFP schedule at its discretion. Notification of changes in connection with this RFP will be made available to all interested parties by e-mail and via Okeechobee County website at: <http://co.okeechobee.fl.us/cdocuments>.

VIII. DISPOSITION PROCESS

The following is a summary description of the disposition process. After a review of the Proposals, Okeechobee County intends to conditionally designate one as the Designated Developer. The County will attempt to finalize the Purchase and Land Lease agreement and it will be presented for final approval by the Okeechobee County Board of County Commissioners.

IX. STATEMENT OF LIMITATIONS

1. This RFP, submissions from Respondents to this RFP, and any relationship between Okeechobee County and Respondents arising from or connected or related to this RFP, are subject to the specific limitations and representations expressed below, as well as the terms contained elsewhere in this RFP. By responding to this RFP, Respondents are deemed to accept and agree to this Statement of Limitations. By submitting a response to this RFP, the Respondent acknowledges and accepts Okeechobee County's rights as set forth in the RFP, including this Statement of Limitations.

2. The issuance of this RFP and the submission of a response by any firm or the acceptance of such response by Okeechobee County does not obligate Okeechobee County in any manner whatsoever. Legal obligations will only arise upon execution of a formal contract by Okeechobee County and the firm(s) selected by Okeechobee County.

Okeechobee County reserves the right: (i) to amend, modify, or withdraw this RFP; (ii) to revise any requirements of this RFP; (iii) to require supplemental statements or information from any responding party; (iv) to accept or reject any or all responses thereto; (v) to extend the deadline for submission of responses thereto; (vi) to negotiate or hold discussions with any respondent and to correct or waive deficient responses which do not completely conform to the instructions contained herein; and (vii) to cancel, in whole or part, this RFP, for any reason or for no reason. Okeechobee County may exercise the foregoing rights at any time without notice and without liability to any Respondent or any other party for its expenses incurred in the preparation of responses hereto or otherwise. Responses hereto will be prepared at the sole cost and expense of each Respondent.

3. All information submitted in response to this RFP is subject to Chapter 119 of the Florida Statutes also known as the Florida Public Records Law (FPRL), which generally mandates the disclosure of documents in the possession of Okeechobee County upon the request of any person, unless the content of the document falls under a specific exemption to disclosure. If any Respondent wishes to claim that any information submitted in its response to this RFP constitutes a Trade Secret or is otherwise exempt from disclosure under FPRL, such claim

must be made at the time of the response, and must be in writing supported by relevant and material arguments.

4. This RFP shall not be construed in any manner to implement any of the actions contemplated herein, nor to serve as the basis for any claim whatsoever for reimbursement of costs for efforts expended in preparing a response to the RFP. Okeechobee County will not be responsible for any costs incurred by Respondents related to preparing and submitting a response to this RFP, attending oral presentations, or for any other associated costs.

5. To the best of Okeechobee County's knowledge, the information provided herein is accurate. Respondents should undertake appropriate investigation in preparation of response to the RFP. Okeechobee County will not be responsible for any costs incurred by Respondents related to preparing and submitting a response to this RFP, attending oral presentations, or for any other associated costs.

XI. INSURANCE REQUIREMENTS

The Designated Developer will be expected to show evidence of the following insurance Requirements (at a minimum and to the extent applicable) to be maintained for the twenty-four (24) months of financing until the Bill of Sales is completed as listed below:

- A. Commercial General Liability insurance -\$1 million per occurrence / \$2 million aggregate.
- B. Auto Liability insurance -\$1 million per occurrence
- C. Excess Umbrella Liability insurance -\$10 million per occurrence / \$10 million aggregate minimum
- D. Professional Liability insurance- \$1 to \$3 million minimum (preferably \$5 million)
- E. Worker's Compensation & Employer's Liability insurance at State statutory limits.

Okeechobee County Board of County Commissioners, must be named as an "additional insured." On a primary and non-contributory basis on all of the following policies: Commercial General Liability, Auto Liability and Excess Umbrella Liability policies.

X. RFP Checklist

I _____, a principal of the firm _____ certify that the following information has been submitted as part of the response to this Request for Proposals.

Submitted all required information with respect to the Proposal, including but not limited to a project narrative, concept sketches, and project information. (Section IV)

Evidence of Insurance (Section IX)

Completed Florida Statutes Public Entity Crimes Sworn Statement and Non- Collusion Affidavit (Appendix B)

Completed a NON-COLLUSION AFFIDAVIT (Appendix B)

Note: Incomplete responses may not be considered by Okeechobee County Board of County Commissioners

Signed:

Name:

Title:

Date:

APPENDIX A

FLORIDA STATUTES PUBLIC ENTITY CRIMES
SWORN STATEMENT AND NON- COLLUSION AFFIDAVIT

OKEECHOBEE COUNTY, FLORIDA

Sworn Statement Under §287.133(3)(a), Florida Statutes Public Entity Crimes

(This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths.)

1. This sworn statement is submitted with Request for Proposal for the Acquisition and Redevelopment of building located at 2455 NW 16TH Blvd. in the Okeechobee County Commerce Park.

2. This sworn statement is submitted by:
(Name of entity submitting sworn statement)

its business address is:

its Federal Identification Number (FEIN) is:

(if applicable) its Social Security Number:
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

3. My name is:
(print name of individual signing this document)

and my relationship to the entity is:
(President, General Partner, etc. as applicable)

4. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes means 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 or with an 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 an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that to be "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt and 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, non-jury trial, or entry of a plea of guilty or nolo contendere (also known as a plea of "No Contest").
6. I understand that an "affiliate" as defined in §287.133(1)(a), Florida Statutes means:
 - (a) A predecessor or successor of a person or a corporation convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and which has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be prima-facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies):
 - a. Neither the entity submitting the sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989; or,
 - b. The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 and (Please now indicate which additional statement below applies):
 1. There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer

did not place the person or affiliate on the convicted vendor list (Please attach a copy of the final order); or,

2. The person or affiliate was placed on the convicted list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
3. The person or affiliate has not been placed on the convicted vendor list.
(Please describe any action taken by or pending with the Florida Department of General Services and attach to this sworn statement if applicable)

Signature (of person whose Printed Name & Date first appears above)

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me on _____, 2017, by _____
who (check one) is personally known to me or has produced _____
as identification.

Notary Public
PRINT Name of Notary Public:
My commission expires:

NON-COLLUSION AFFIDAVIT

The undersigned Bidder/Proposer has not divulged discussed or compared his/her/its Bid/Proposal with any other Bidder/Proposer and has not colluded with any other Bidder/Proposer or parties to this Bid/Proposal/ Request for Proposal whatsoever.

Name of Bidder/Proposer:

Signature:

PRINT Name:

Title:

Date

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me on _____, 2017, by _____ who
(check one) is personally known to me or has produced _____
as identification.

Notary Public

PRINT Name of Notary Public:

My commission expires: