



REQUEST FOR PROPOSAL

**For The Sale And Development Of
Real Property Located At 224 Riverside Drive**



SUBMISSION DEADLINE:

Friday, August 16th 2019 by 2:00pm

The City of Holly Hill is the owner of the real property described herein and is soliciting responses to this RFP to contract for the sale and development of real property located at 224 Riverside Drive in Holly Hill,

Florida (Parcel #533743000132). The City will accept proposals it deems to be in the best public interest and use of the property, and reserves the right to accept or reject any and all proposals submitted in accordance with this RFP.

RFP RESPONSE DUE DATE & TIME

RFP Response packages shall be mailed or hand-delivered to the City Clerk at 1065 Ridgewood Ave, Holly Hill, Florida 32117. RFP response are to be received no later than **Friday, August 16th 2019 by 2:00 pm**. Responses received after this date will not be accepted.

A copy of this Request for Proposals will be available online on the City's website at [www. Hollyhillfl.org](http://www.Hollyhillfl.org). All RFP information and required attachments must be executed and submitted in a sealed envelope or container. Respondent shall mark the envelope or container on the outside: **RFP Response: 224 Riverside Drive | City of Holly Hill, FL**. Respondent's name and return address must also be clearly identified on the outside of the envelope or container.

Respondents shall submit (1) complete copy of their response with all supporting documentation.

For information regarding this Request for Proposals (RFP), please contact Nick Conte Jr., Economic Development Director-CRA Coordinator at (386) 428-9446. Such contact is for clarification purposes only. Questions related to the meaning or intent of the RFP documents shall be submitted in writing via e-mail to nconte@hollyhillfl.org and must contain the subject heading: "Regarding The RFP: 224 Riverside Drive"

By submitting a response to this RFP, the undersigned Respondent/Company hereby:

The Respondent represents and warrants to have read, to understand, and agrees to abide by all the terms and conditions set forth in the RFP.

The Respondent certifies that all information contained in the RFP submittal is accurate and truthful and that the City may rely on said information during the review process.

The Respondent understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for rejection.

A Respondent submitting on behalf of a group of companies agrees to have the full authority of all parties to submit a proposal that bind everyone to the terms and conditions of the RFP.

The Respondent shall bear all costs associated with preparing and responding to this RFP, and for its contract negotiations. The City will provide no compensation for such costs.

The Respondent consents to the City conducting credit and corporate background checks, and shall execute any documents necessary in connection therewith.

PROPERTY OVERVIEW

The proposed use must be a permitted in the City of Holly Hill CC1 & CRA-Overlay District. (For a list of uses prohibited at this location, please see attached “*Code of Ordinances, City of Holly Hill, Sec. 114-635*”)

Owner: City of Holly Hill

Address: 224 Riverside Drive

County: Volusia

PID **Volusia County Property Appraiser:** 4533743000132

Parcel Size: 0.43 acres

Zoning: CC-1

Zoning Changes: The Respondent will be required at their own expense, to apply for and obtain rezoning the property via standard rezoning procedures. The City of Holly Hill cannot, by contract or agreement, guarantee that Respondent will obtain necessary zoning or land development approvals.

Description: The property lies within the City’s Community Redevelopment Agency (CRA) area. The CRA ends in 2026. CRA monetary incentives are available for exterior improvements to include signage, beautification façade, pavement and demolition. Available funding is capped at \$10,000 per Fiscal Year. Other incentives may be available for a project that generates new jobs above industry average.

To the east of the property is an upscale luxury condominium. To the west of the property is resident housing. To the north of the property is a small mobile home park. To the south of the property is professional office space which is home to an upscale restaurant and craft brewery.

Survey: A copy of the property survey is attached.

Stats:

City/ County Population: 517, 887

City Population 11,958

High Average Household Income: \$41,714

City Average Household Income: \$28,256

Transportation:

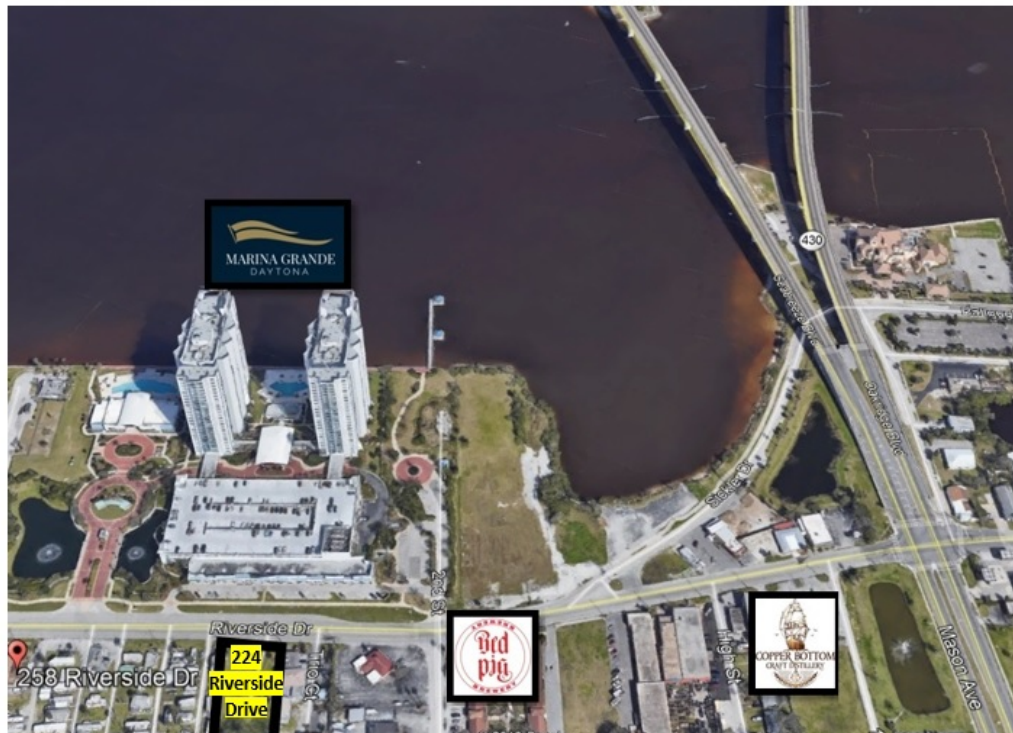
Exits from Interstate 95 and connection to Interstate 4 via LPGA Boulevard and US 1. Also connection to Daytona Beach International Airport.

C Plans & Studies:

CRA Master Plan Update 2010 – this plan is available in the Community Redevelopment Agency section of the City website (www.hollyhillfl.org).

Photos:





Distance(s):

Marina Grande On The Halifax Condomiums:	150 yards
The Red Pig Craft Brewery:	140 yards
Chucherias Hondurenas Restaurant:	145 yards
Copper Bottom Craft Distillery:	300 yards
Seabreeze Bridge & Mason Avenue:	500 yards
The Beaches of Daytona Beach:	1.3 miles
Brown & Brown Insurance Headquarters:	1.0 mile

RFP SUBMITTAL:

General Background

Current name, address, telephone, and fax number of respondent.

Previous name and/or address of respondent, if any.

Name of company president and number of permanent employees.

How many years has the organization been in business?

If a corporation, submit copy of Certificate of Authorization from the State of Florida

If an individual or partnership, the name and address of all partners.

References

Provide at least three (3) verifiable projects that are of similar size and scope that the respondent has developed in the last five years. Please include a description of the respondent's role in each project.

Identification of Respondent's Development Team:

For each of the principal parties comprising the respondent's proposed development team, please provide:

Name, address, telephone number and email address of developer and project manager.

Identification and organization of development team (individual, company, corporation, partnership, joint venture, other).

Identification of principals of development organization (corporate officers, principal stockholders, general and limited partners) and identification of project manager to be responsible for the proposed project.

Previous Experience Of Respondent's Development Team:

The development team's ability to see a project through from concept to fruition is of particular interest to the City of Holly Hill. Weight will be given in the evaluation process to a development team that has the experience and track record to accomplish construction and development goals. Please keep project descriptions and pictures limited to two pages.

List similar development projects in which the development team and proposed associates have participated, describing the relationship to these projects (i.e., developed, owned, operated or managed) and a general description of the project including any unique challenges. Identify the location, total costs, land uses, length of time to complete and actual completion date.

Descriptions and illustrations of the proposed architect's work on development projects that have been built or are under construction. These projects should be of similar magnitude to the proposed site. If possible, include photographs of these projects.

For each project or relevant experience, a name and phone number of a contact person familiar with this project who can act as a reference.

Financial Feasibility and Respondent's Financial References

Submit a preliminary financing plan that includes a pro forma detailing total project costs and suggested purchase price to be paid for the property.

Purchase and Development Proposal

A proposed purchase contract containing the terms and conditions of the acquisition, including purchase price, contingencies, due diligence period and closing date. The City will only accept an "AS IS" contract.

The proposed development project including artist rendition, site plan and project description including proposed uses, building dimensions and landscaping.

Additional Considerations

I understand the RFP submittal requirements as presented.

Presentation of RFP

Name of Respondent

_____ Date

Authorized Signature

Please Note: Anti- Lobbying Provision

Companies and persons desiring to respond to this RFP are hereby notified that all communications regarding this RFP, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the respondent, shall be submitted to the city's CRA/Economic Development Director. Direct or indirect communications and/or lobbying regarding this RFP made to city officials is strictly prohibited and shall constitute grounds for immediate disqualification. The undersigned respondent hereby agrees to the terms and conditions set forth above and contained elsewhere in this RFP as if set forth above.

TERMS AND CONDITIONS

ANTI-LOBBYING: Respondent expressly acknowledges and represents and warrants that it will comply with the Anti-Lobbying requirement included in this RFP.

ACCEPTANCE AND REJECTION - The City reserves the right to accept or reject any and all responses and to accept the response which best serves the interests of the City.

ASSIGNMENT - Any rights of respondent pursuant to this RFP may not be assigned. Any attempt to assign the respondents responsibilities under this RFP without the express prior written consent of the City shall be grounds for termination of negotiations.

AWARD – The award of this RFP will not be based solely on who proposes the highest purchase price for the Property. The City will also consider the development proposal, the development experience of the bidder with building projects of a similar size and scope along with other criteria identified in the RFP.

COMPLIANCE WITH LAWS AND REGULATIONS: The Respondent shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Respondent shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. Respondent shall protect and indemnify the City and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Respondent, its representatives, sub-contractors, sub-consultants, professional associates, agents, servants, or employees.

CONFLICT OF INTEREST - The Respondent certifies that this response has not been arrived at collusively or otherwise in violation of federal, state or local laws. The attached forms pertaining to Conflict of Interest and Clean Hands Disclosure Forms must be completed and returned with the RFP response.

CONTRACT: The contents of this RFP and all provisions of the successful proposal deemed pertinent by the City may be incorporated into a contract and become legally binding.

DEVIATION FROM SPECIFICATION - Any deviation from specifications and submittal requirements must be clearly stated, explained in detail and accepted by the City in writing. Otherwise terms are expected to be in strict compliance with specifications and submittal requirements.

INDEMNIFICATION STATEMENT – By submitting a response document signed by an authorized agent of the Respondent, Respondent acknowledges and accepts the terms and conditions of the following Indemnification Statement in the event of contract award:

“For other and additional good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Respondent shall indemnify, hold harmless and defend the City, its officers, agents, officials, attorneys, representatives and employees (hereinafter the “City”) against any and all liability, loss, cost, damages, expenses, injuries (including death), claim or actions, of whatever type, including but not limited to attorney's fees in any legal proceeding through trial and appeal, which the City may hereafter sustain, incur or be required to pay, arising out of, wholly or in part, or due to any act or omission of City, its agent(s), vendors, contractors, subcontractor(s), representatives, servants, or employees in the execution, performance or non-performance or failure to adequately perform City’s obligations pursuant to this RFP and any subsequent contract.”

INFORMALITIES - The City reserves the right to both waive any minor informality in responses and to determine, in its sole discretion, whether or not a particular informality is minor.

INTERPRETATIONS - Any questions concerning conditions and specifications shall be directed to the CRA Director. Interpretations that may affect the eventual outcome of this RFP will be furnished in writing to all prospective potential respondents as provided herein. No interpretation shall be considered binding unless provided in writing by the City.

LEGAL PROCEEDINGS - List all arbitration demands filed by, or against, the Respondent in the last five years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceedings. For purposes of this paragraph (9), Respondent shall mean any person or entity known to or expected to have a financial interest in the proposal and project.

List all lawsuits (other than labor or personal injury litigation) filed by, or against, the Respondent in the last five years, identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the proceedings.

List any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board or Occupational Safety and Health Administration concerning labor practices or safety practices of the Respondent in the last five years. Identify the nature of the proceedings and the ultimate resolutions. Please include your Insurance Experience Modification factor.

List any lawsuits, administrative proceedings, or hearings initiated by the Internal Revenue Service, or any State revenue department, concerning the tax liability of the Respondent in the last five years. Identify the nature of the proceedings and the ultimate resolutions.

Have any criminal proceedings or investigations been brought against the Respondent or any principals of the Respondent in the last five years? If so, please attach a complete and detailed report with your response.

LICENSES REQUIRED: Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their response a copy of, and maintain, the appropriate licenses and certificates during the term of the contract and any extensions. Failure to maintain these requirements shall be cause for immediate termination of the contract.

NON-DISCRIMINATION - Respondents shall comply with all federal and state requirements concerning fair employment and will not discriminate by reason of race, color, age, religion, sex, national origin or physical handicap.

PATENTS AND COPYRIGHTS - Respondents agree to hold harmless the City, its officers, agents and employees from liability of any kind, including cost and expenses, with respect to any claim, action, cost or judgment for patent or copyright infringements arising out of this RFP.

PUBLIC ENTITY CRIMES - A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or perform any public work, may not submit a response for leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for category two for a period of 36 months from the date of being placed on the Convicted Vendor List.

PUBLIC RECORDS: Florida law provides that municipal records shall, at all times, be open for personal inspection by any person. Chapter 119, Florida Statutes (The Public Records Law.) Unless otherwise provided by the Public Records Law, information and materials received by the City in connection with an RFP response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for under section 119.07, Florida Statutes and other applicable laws. If a Respondent believes any of the information contained in his or her response is exempt from the Public Records Law, then the Respondent must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records. Selection or rejection of any proposal does not affect this right.

TAX EXEMPTIONS - The City is tax exempt.

TRADE SECRETS - Respondents should not send trade secrets. If, however, trade secrets are claimed by any Respondent, they will not be considered as trade secrets until the City is presented with the alleged secrets together with proof that they are legally trade secrets. The City will then determine whether it agrees and consents that they are in fact trade secrets. If a Respondent fails to submit a claim of trade secrets to the City with its response, any subsequently-claimed trade secrets will be treated as public records and will be provided to any person or entity making a public records request for the information (F.S. 119.01).

RESPONDENT'S EXPENSES - The City is not responsible for any expenses that Respondent may incur in preparing and submitting responses or in negotiations called for in this request. The City will not pay for any such expenses and will not be liable for any costs incurred by the Respondent in connection with any interviews/presentations.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Respondent shall furnish such additional information/clarification as the City may reasonably require. This includes, but is not limited to, information that indicates financial resources as well as the ability to provide and maintain the services requested.

The City reserves the right to make investigations of the qualifications of the Respondent as it deems appropriate including, but not limited to, a background investigation of Respondent personnel to be conducted by the Holly Hill Police Department or its designees.

RESPONDENT'S RESPONSIBILITY - A Respondent, by submitting a proposal represents that:

- A. The Respondent has read and understands the RFP in its entirety that and the response is made in accordance therewith, and;
- B. The Respondent possesses the capabilities, resources, and personnel necessary to provide an efficient and successful project to the City, and;
- C. Before submitting a response, each Respondent shall make all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Holly Hill, Florida, in this RFP or otherwise, upon which the Respondent will rely.

IF RESPONDENT HAS A CODE VIOLATION OR PAST DUE DEBT TO THE CITY: City reserves the right to require proof that the Respondent is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: occupational licenses, business licenses, Florida sales tax registration, Federal Employers Identification Number. Respondent must satisfy all legal obligations to the City prior to award of any contract.

Additionally, Respondent shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the Federal Government, State of Florida, Volusia County, or municipalities when legally required and maintain same in full force and effect during the term of any agreement that may result from a response to this RFP.

END OF RFP TEXT -----PLEASE SEE ATTACHMENTS