



**REQUEST FOR PROPOSAL
FOR THE PURCHASE/DISPOSAL OF REAL
ESTATE AND DEVELOPMENT OF A MIXED-
USE PROJECT AT 915 FLORIDA AVENUE
(FKA OAKS MOBILE HOME PARK) COCOA
FLORIDA 32922 SITUATED IN THE COCOA
COMMUNITY REDEVELOPMENT AREA**



**REQUEST FOR PROPOSAL
DISPOSAL OF REAL ESTATE, AND DEVELOPMENT OF A
MIXED-USE PROJECT AT 915 FLORIDA AVE SITUATED IN
THE COCOA COMMUNITY REDEVELOPMENT AREA IN COCOA
FLORIDA 32922**

This Request for Proposal (“RFP”) is issued in accordance with the Community Redevelopment Act of 1969 (s. 163.330 – s. 163.463, Florida Statutes) and specifically related to the disposal of real property provisions set forth in Section 163.380, Florida Statutes. The City of Cocoa, Florida a municipal corporation existing under the laws of the State of Florida invites Proposers to submit their qualifications, approach, conceptual design, financial and other terms for the Proposer to develop, design, permit, construct, finance, operate and maintain a mixed-use development project at approximately 4.38- acre site (**parcel number 24-36-33-80-00023 0-0000.00**) located at **915 Florida Avenue (FKA Oaks Mobile Home Park)**, Cocoa Florida. A companion **0.55-acre parcel (parcel number 24-36-33-00-00755)** lies contiguous to the subject site and is also owned by the City of Cocoa. The companion parcel, which is located within the City of Rockledge, will also be available to the selected Proposer for ancillary uses through an agreement with the City only. There are 5 billboards on the parcel, which must remain. Ownership and access to the parcel will be retained by the City.

Although subject to change at the City’s discretion, a current schedule of City known actions and deadlines regarding this RFP are as follows:

Action	Date
RFP Advertised:	Monday, August XX, 2024
Mandatory Pre-Bid Meeting Mandatory Site Visit	Monday, Month, Day, 2024
Deadline for Respondent Questions:	Monday, Month, Day, 2024
Proposal Submission Deadline:	Friday, Month, Day, 2024
Proposal Review	Friday, Month, Day, 2024
Presentations before Selection Committee (Optional):	TBD
City Council consideration of proposals – authorize negotiations with selected proposer	TBD
City Council consideration of negotiated Project Agreement with selected proposer	TBD

Response packages shall be mailed or hand-delivered to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922. Responses received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The clock located in the Office of the Purchasing Manager will be the official authority for determining late responses.

One (1) original (MARKED “ORIGINAL”) and five (5) copies and one (1) electronic copy on CD or USB Flash Drive in PDF format, of all responses and required attachments must be executed and submitted in a sealed envelope. Respondent shall mark response envelope, RFP# P-??-??-COC. Respondent name and return address must be clearly identified on the outside of the envelope.

SECTION I. BACKGROUND

The City of Cocoa owns the property at 915 Florida Avenue, which is located within the Cocoa Village Redevelopment Area, and in accordance with the CRA's Redevelopment Plan, seeks to redevelop the property as a vibrant, active, dynamic keystone site that will further the City's and Community Redevelopment Agency's goals and objectives. The City desires a project that has the ability to provide adaptable mixed-use development on the site. This RFP has been issued in accordance with Section 163.380, Florida Statutes. As such, the City shall consider all such proposals consistent with this RFP and the financial and legal ability of the persons making such proposals to carry them out; and the City may negotiate with the selected proposer for the purchase, lease, or other transfer of the subject property for purposes of constructing a mixed-use project and meeting the objective of this RFP. The City may accept such proposal and negotiate a written agreement as it deems to be in the public interest and in furtherance of the purposes of the Act and the CRA's Redevelopment Plan.

The Project Agreement, if successfully negotiated, shall be subject to such covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP. The Project Agreement, if successfully negotiated by the parties and approved by the City Council, shall obligate the proposer to close on the conveyance of the subject property and devote the subject property to a mixed-use project and shall obligate the proposer to comply with such other requirements as the City of Cocoa may determine to be in the public interest, including the obligation to begin any improvements on such real property within a reasonable time and complete construction within the development schedule required by the City of Cocoa.

The property is currently zoned for Core Commercial (CC) use, primarily for high intensity urban development. The future land-use for the property is Mixed Use. This designation is intended for a wide range of urban style development. The main part of the property is also within the Cocoa Waterfront Overlay District and is designated in the South-End Subdistrict with a ("CL") notation for a Commercial Mixed Use- Large Building Type subject to a development agreement requirement. The Overlay District establishes urban design standards to perpetuate the positive design elements and the residential and commercial development patterns found within the Cocoa Village and Cocoa Community Redevelopment Area. The adjacent .55-acre parcel located within the City of Rockledge is zoned Residential Mixed Use (RMU).

Respondents should review and evaluate the applicable Comprehensive Plan and Zoning Code requirements to determine the development requirements for these land uses and zoning designations before submitting a proposal.

The development of a mixed-use project at 915 Brevard Avenue is expected to serve as a catalyst for redevelopment in the south-western portion of Cocoa Village. Proposals submitted under this RFP should be attractive, stimulate additional development activity, provide opportunity for new small business growth, and substantially add to the vibrancy of Cocoa Village. Proposers are encouraged to seriously consider incorporating compatible neighborhood commercial uses on the NE portion of the site fronting Florida Avenue and Rosa L. Jones.

Cocoa is a unique, vibrant and diverse community situated in the heart of the Space Coast along the Indian River in Brevard County. The city serves as the gateway to the Space Coast's beautiful beaches and activities, and Central Florida's many amenities. The Metropolitan Area which includes the city of Cocoa which according to the Milken Institute, has the second-best performing economy in the United States and is rated the third Best Place to Live in Florida per US News and World Report. Recently, Brightline extended their commuter rail system from South Florida, through Cocoa, to Orlando, expanding opportunities in the Central Florida region. Earlier this calendar year Brightline announced that the City of Cocoa will be the location of a new Brevard Brightline Station.

The development site is situated within historic Cocoa Village, the downtown core of the City of Cocoa. Cocoa Village offers shopping, dining, and entertainment. Downtown Cocoa Village is home to historic landmarks such as the Porcher House, Derby Street Chapel, and the Historic Cocoa Village Playhouse and the Cocoa Civic Center. Cocoa Village annually hosts numerous events ranging from concerts, seminars, marathons, cruise ship tours, car shows, weddings, and much more. Also located in Downtown Cocoa Village is Riverfront Park and Amphitheater, which hosts over 65 special events attracting hundreds of thousands of visitors each year to our area and has day dock facilities for boaters. Cocoa Village is merely minutes to attractions such as Port Canaveral's cruise port (the world's busiest cruise port), Kennedy Space Center, the Brevard Zoo, and the USSSA sports complex.

SECTION II. PROPERTY DESCRIPTION

The Subject Property consists of two parcels and is legally described on Exhibit "A." The two parcels combined represent 4.932 acres of commercially zoned land. The majority of the site is zoned "CC" Core Commercial, and a small portion is zoned "C2", General Commercial within the City of Rockledge. The larger parcel is a **4.38-acre site** (parcel number 24- 36-33-80-00023 0-0000.00) situated at the Southwest corner of Rosa L. Jones Blvd and Florida Avenue, having an address of **915 Florida Ave (FKA Oaks Mobile Home Park)** Cocoa Florida (See Survey attached as Exhibit B). The zoning for this parcel allows for 125 dwelling units per acre to be developed up to a maximum of 616 units, however, the maximum density and intensity of a project could be less and will be required to be negotiated and approved by the City Council by written development agreement. The companion 0.55-acre parcel (parcel number 24-36-33-00-00755) lies contiguous to the subject site (See Survey attached as Exhibit B).

The future land-use for the property is "Mixed Use". The property is zoned "Commercial Business District – Cocoa Village Overlay (CBD-CVO)" and "Cocoa Waterfront Overlay District". The maximum height for the proposed project is eight (8) stories subject to approval by the City Council of a development agreement, however, the maximum height of a project could be lower and will be required to be negotiated and approved by the City Council by written development agreement.

The property has access to all typical utilities including but not limited to water, electric, telephone, sewer, and internet. However, any project developed on the subject property will be subject to a concurrency evaluation in accordance with applicable law.

SECTION III. INTENT

The City of Cocoa, by this RFP, sets forth its intent to sell/offer approximately **4.932 acres** within the CRA

area to develop a project that has the ability to provide an adaptable mixed-use development consistent with the CRA's and City's policies and objectives located at 915 Brevard Avenue (the former Oaks Mobile Home site) in Cocoa Florida.

To be considered, the City will consider certain developments that best develop the property into a vibrant, active and dynamic keystone site that will further the CRA's and City's policies and objectives. **The City seeks a development partner who can offer a serious and concrete plan for a feasible and viable project that will serve as a catalyst for further economic development, enhance the quality of life for residents.**

The City is not aware of any known soil or groundwater contamination that may adversely affect development, but developers will be required to conduct their own due diligence regarding the property and provide copies of any environmental reports to the City of Cocoa. The site has been vacant and occasionally utilized for public parking since the City of Cocoa acquired the subject property for redevelopment in 2016.

SECTION IV. HIGHLIGHTED REQUIREMENTS

The City is seeking an experienced and well-financed developer that is capable of immediately developing the Property. The Proposer must first submit a proposal meeting the requirements of this RFP including submitting elevation drawings or other photos/illustrations and conceptual site development plan. Proposals will then be evaluated and ranked by the City Council and/or a committee appointed by the City Council. The top ranked proposer will then be invited to negotiate the terms and conditions of a written project agreement with the City. The selection of the top ranked proposer does not in any way form a contract with the City. Rather, it is simply an invitation to commence negotiations with the City to draft a mutually agreeable project agreement which shall be subject to consideration and final approval by the City Council. No guarantees or representations whatsoever are given by the City that the selected proposer will be able to successfully negotiate a written project agreement with the City Council, and neither is the City obligated or required to provide an executable project agreement. If selected and invited to negotiate a project agreement, the negotiation period shall not exceed three (3) months and can be terminated at any time by the City Council. Upon expiration or termination of the negotiations, the City Council may choose to negotiate with any other proposer or terminate the RFP at the City Council's sole and absolute discretion. A contract is formed with the City only at such time the City Council and selected proposer approve and execute the written project agreement. Otherwise, the selected proposer, regardless of the fact that a proposal was submitted, and the parties negotiated, has no rights whatsoever to acquire the subject property and/or construct a mixed-use project on the property. Additionally, the selected proposers must be able to commit to complete construction of the mixed-use development within twelve (12) to eighteen (18) months from the date that the site plan is approved by the City.

The project agreement is expected to address the agreed upon terms and conditions of the project including, but not limited to, the proposed conceptual site development plan, building elevations, covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP which are to construct a MIXED-USE DEVELOPMENT project, and such other design, permitting, financial, development schedules, and construction terms and conditions deemed necessary by the City.

SECTION V. INCENTIVES

All potential proposers should be aware of the City's need for additional public parking. A proposal that incorporates public parking may receive financial incentives towards the land purchase.

The City may provide additional incentives including as follows:

- A. Assistance with the application and receipt of any City regulatory approvals as required for site plan approval.
- B. Streetscape improvements within the right-of-way.
- C. Modifications to existing public utilities if necessitated by the City vacation of existing streets and alleys.
- D. The companion site for ancillary uses such as stormwater management.

SECTION V. PROPOSAL REQUIREMENTS

Each firm must satisfy the minimum requirements listed below to be considered. Firms that do not meet the minimum requirements as determined by the City, at its sole discretion, will be deemed non-responsive and not considered for award. **All decisions made by the City Council shall be deemed Final.** All Proposers must demonstrate the following:

COVER LETTER

Proposer shall submit a letter of interest *signed by an authorized representative that can contractually obligate and bind the firm making the Proposer.* The Proposer or authorized representative is attesting that the information provided is current and factual.

The letter shall include:

- Date
- Proposers Information (history, length of existence & business structure)
- Representatives Contact Information (telephone number and email address)
- Proposer's federal taxpayer identification number
- Confirmation of Proposer meeting **ALL** minimum requirements
- Type of ownership, if applicable (small business, small disadvantaged business or women-owned business)
- A detailed description of the nature and status of any pending or completed litigation claims made, contract disputes, alleged defaults and liens arising in connection with the performance of any services by your company or by current or former members of your firm, within the last three years. If proposer intends to utilize subcontractors or sub-consultants, provide similar information for the subcontractors/sub-consultants.

Anonymous proposals or proposals submitted by third parties claiming to be acting on behalf of the firm who will be responsible for contracting with the City and completing the mixed-use development

will not be accepted.

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Include a clear identification of the materials included in the Proposal by numbering them and providing the proper page number.

QUALIFICATIONS (TAB 1)

PROPOSER/COMPANY QUALIFICATIONS

- A detailed summary of the developer's experience in being the lead developer for the acquisition and development of a mixed-use development.
- A brief description of at least (3) most comparable projects that the developer has served as the lead developer and has successfully completed.

NOTE: The use of past project photos, renderings and graphics from the developer's previously completed projects are highly encouraged, and the lack of such photos, renderings and graphics in the proposal may be construed by the City that the developer is lacking the experience that the City is seeking for this project.

TEAM QUALIFICATIONS

- Team members and credentials
- Include information for the proposed Master Planner, Architect, or Contractor for the project
- Provide up to two comparable projects undertaken, as part of this team or separately by each professional. (Note which projects the professional consultants and contractors provided the services on behalf of the Proposer).
- Team credentials include, but are not limited to, specialized qualifications, education and experience. Brief background outlining relevant work performed within the last five (5) years.
- Provide the Florida registration numbers of professional personnel.

PROPOSED USE (TAB 2)

- **PROPOSED USE OF SITE**
- Describe the proposed use of the site.
- Include conceptual plans, elevations, renderings, etc. Anticipated square footage per use, estimated parking counts, and number of stories in proposed structures, if applicable.
- A conceptual site development plan, drawn to scale, evidencing that the plan will satisfy current zoning requirements for a "Commercial/Mixed-Use building type, to the extent that a development agreement is approved, and the planning objectives of the Cocoa CRA Master Plan, and overlay performance criteria.
- Colored renderings of the site and front, back and side elevations of building (s) and decorative structures such as hardscape features and entrance signs.
- Describe the organization and future plans of the proposed end users of the site; include information on past and future business operations of the user. Provide market-based data supporting demand and feasibility as well as estimated rental rates/sales prices (if applicable).

- **Requested Waivers.** A summary of any relief to be proposed from the Land Development Code or the Waterfront Overlay District (South-End Subdistrict) for items such as building size, height, coverage, material finishes, parking requirements, or landscaping; or a summary of any relief to be proposed from fees associated with site plan review of the property.
- **PROPOSED COMPLETION TIME**
- Describe proposed completion time for this redevelopment, outline time frames for site planning, permitting, construction, etc.

FINANCIAL REQUIREMENTS (TAB 3)

- **FINANCIAL ABILITY**
- Provide sufficient evidence of secured financing, or having the ability to secure all required financing no later than the time of committing to complete the mixed use development project by contract with the City of Cocoa . Evidence of financial resources to complete the proposed project in a timely fashion and provide long-term financial support to the project after built is a material and absolute minimum requirement. Proposers with speculative, highly contingent, or unsubstantiated financial resources should not submit a proposal under this RFP because they will not be considered by the City.
- **Funding Mechanism.** Explain the proposed funding mechanism amount (i.e. how the redevelopment will be funded) timeframe and terms. The proposer is responsible for all building and other permits and fees which are associated with the proposed project unless otherwise contractually noted. Prospective bidders may submit bank documents that support their application.

NOTE: This evidence can be shown by the Proposer’s audited or compiled financial statements, or signed letters from banks or equity sources with verifiable funds to complete the project. Such letters must be on bank or equity source letterhead and include details of the financial entity’s experience in working with the Proposer on similar- sized or larger projects and their willingness to consider funding the proposed project subject to successful negotiations and due diligence.

CONFIDENTIAL INFORMATION:

Pursuant to **section 119.071, Florida Statutes**, any financial statements that the CRA requires to be submitted may be exempt from the Public Records Law. **Therefore, any submitted financial statements that the Proposer wishes to remain confidential shall be submitted in a sealed opaque envelope and marked “Confidential Financial Statement Enclosed.”** By submission of a response to this RFP the proposer agrees to indemnify and hold the City harmless should any information marked as confidential knowingly or unknowingly be released as the result of a public records request.

REQUIRED FORMS (TAB 4)

FORMS

All Forms required by the RFP shall be fully executed by the Proposer and submitted. **Refer to**

Section 6.

1. A signed Proposal Form (**Exhibit "C"**).

SECTION VI. PRE-PROPOSAL CONFERENCE.

This will be an opportunity to attend a pre-proposal forum for the purposes of proposal vision casting and to address any Questions and Answers relative to the development of the proposal. Appropriate staff will be in attendance. Notice of such pre-proposal conference will be posted by the City. Relevant documents such as the Parking Study will be available on the City website (<https://www.cocoafl.org/DocumentCenter/View/14775>).

SECTION VII. PROPOSAL PACKAGE

Please submit One Original marked "Original" and five (5) copies of the Proposal and one (1) electronic copy on CD or USB Flash Drive in PDF format.

SECTION VIII. DELIVERY

Proposals should be marked "**PROPOSAL FOR 915 Brevard Avenue (FKA OAKS MOBILE HOME PARK) REDEVELOPMENT SITE**" and delivered:

- (1) By hand, courier, FEDEX or otherwise to the Office of the Purchasing Manager, located at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida; or
- (2) By USPS mail to Purchasing Manager, at 65 Stone St., Cocoa, Florida 32922, City of Cocoa, Florida.

SECTION IX. SUBMITTAL DEADLINE.

The deadline to submit proposals shall be 4:00 p.m. local time on _____. Proposals received after the specified time and date **will not** be considered. The CITY will not be responsible for failure of the United States Postal Service, private courier, or any other delivery means to deliver a proposal to the appointed place at the specified time to be considered. The clock located in the lobby of the City Hall will be the official authority for determining late responses.

SECTION X. SELECTION AND PROJECT AGREEMENT

Proposals will be ranked in accordance with and must meet the RFP selection criteria in the attached Exhibit "D". Staff shall review all qualified proposals and the proposal selected, if any, that is determined to be in the public interest for uses in accordance with the CRA's Redevelopment Plan and other master planning documents of the City and CRA. Qualified proposals received by the CITY will be presented to the Cocoa City Council for consideration of ranking all qualified proposals for purposes of determining which proposer, if any, will be invited to commence negotiating the terms and conditions of the project agreement. The proposal selected is only considered preliminary information to consider in negotiating the project agreement and is not considered a contractual offer. Selection of a proposer to negotiate

shall not in any way form a contract with the City. All terms and conditions of the project agreement are subject to negotiations and must be in a separate legal written instrument approved and executed by both the City Council and proposer. All other verbal and written communications between the City and employees and any proposer including, but not limited to, those made during the selection and negotiation process shall not constitute a contract. The City reserves the right, at its sole discretion, with or without notice, to cease and/or commence negotiations with any of the Proposers that have submitted a proposal at any time. Any binding agreement shall be approved separately from the rankings by, and at the sole discretion of, the City Council and shall be in writing and dependent on numerous factors including the Proposer's ability to accept the terms and conditions of a mixed-use development project which the City finds desirable and in the public interest. Other written agreements with the City of Cocoa will be required to construct the mixed-use development project, and such agreements will be a condition in the project agreement with the City, but negotiated and approved separately with the City in accordance with applicable requirements and procedures of the City of Cocoa.

SECTION XI. INQUIRIES AND QUESTIONS.

All inquiries, questions, requests for interpretation, correction, or clarification can be made to City of Cocoa Purchasing Contract Manager, Brian Dale 321-433-8833, or email bdale@cocoafl.gov. If it becomes necessary to revise or amend any part of this RFP, the Purchasing Manager will furnish the revision by written Addendum to all prospective Proposers who are recorded with the CRA as having received an original RFP.

PROPOSERS 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 PROPOSER OR PERSON DESIRING TO RESPOND TO THIS RFP SHALL BE SUBMITTED TO THE CITY'S PURCHASING MANAGER, EXCEPT LEGAL MATTERS MAY BE DIRECTED TO THE CITY ATTORNEY DIRECTLY OR THROUGH THE PURCHASING MANAGER. EXCEPT AS EXPRESSLY REQUIRED BY THIS RFP FOR FORMAL PRESENTATIONS (IF ANY), ANY INDIRECT OR DIRECT COMMUNICATIONS AND LOBBYING REGARDING THIS RFP MADE TO MEMBERS OF THE CITY COUNCIL, MEMBERS OR ANY SELECTION ADVISORY COMMITTEE, OR ANY OTHER CITY OFFICIAL ARE STRICTLY PROHIBITED AND SHALL CONSTITUTE GROUNDS FOR IMMEDIATE DISQUALIFICATION.

SECTION XIII. CITY AND AGENCY RESERVATIONS

A. The City reserves the right to:

- (1) Modify, waive, or otherwise vary the terms and conditions of this RFP at any time, including but not limited to, deadlines for submission and proposal requirements, with the exception that a written project agreement is required and necessary to bind the City.
- (2) Hear presentations from the top-rated firm(s).
- (3) Select one or more proposals to develop the entire site or a portion thereof; or award the developments rights for the site to more than one developer.

- (4) Waive irregularities in the proposals.
- (5) Reject or refuse any or all proposals.
- (6) Modify, cancel and withdraw this RFP at any time.
- (7) Negotiate with any or all Proposers to obtain terms most beneficial to the City, and impose such covenants, conditions, and restrictions, including covenants running with the land, as the City deems necessary or desirable to assist in preventing the development or spread of future slums or blighted areas or to otherwise carry out the purposes of this RFP which are to construct a mixed-use development project.
- (8) Terminate negotiations with any proposer for any reason and at any time, without recourse against the City and its officials and employees.
- (9) Select the proposal which, in its sole and absolute discretion, best serves the interest of the City.
- (10) Require the proposer to comply with any and all City of Cocoa code requirements as a condition of permitting and constructing the mixed-use project, and such compliance will be determined in the City of Cocoa's sole and absolute discretion.

SECTION XIV. BID SECURITY and COST REIMBURSEMENT.

In order for a proposal to be considered by the City during this RFP process, the proposer shall be required to furnish security in the form of a Security Proposal Bond issued by a surety acceptable to the City, postal money order, certified check, cashier's check, or irrevocable letter of credit in the amount of \$15,000 payable to the City ("Security"). Failure to furnish the Security in the proper form and amount, by the time set for the opening of the proposals, shall be cause for the rejection of the proposal. The Security will be returned to unsuccessful proposers as soon as practicable after the City has selected and invited a proposer to commence negotiations of a project agreement, and such negotiations have commenced.

With respect to the proposer selected by the City Council to negotiate a project agreement, if the proposer accepts the invitation to negotiate the project agreement, the Security shall be maintained by the City and returned to selected proposer only upon the selected proposer successfully negotiating a project agreement and later obtaining site plan approval by the City of Cocoa and closing on the purchase of the subject property. However, the City may immediately claim payment of the Security if the selected proposer commences negotiations, and either of the following three events occurs for any reason whatsoever: (1) negotiations are terminated by the City Council or proposer without obtaining approval and execution of a written project agreement, or (2) site plan approval is not obtained from the City in accordance with the terms and conditions of an approved written project agreement, or (3) the closing on the property does not occur and the written project agreement is terminated, then the selected proposer shall be liable to reimburse the City for all labor, fees and expenses incurred by the City including, but not limited to, staff time, consultant fees, and attorney's fees related to this RFP and any implementation of the written project agreement should it be approved and executed by the City Council and proposer. Upon submittal of the Security required hereunder, the proposer hereby agrees that such actual labor, fees and expenses are difficult to ascertain at this time, but such labor, fees and expenses are estimated to be at least equivalent to the full amount of the Security, and such Security is a fair representation of the anticipated cost of labor, fees and expenses that will

be incurred by the City and subject to reimbursement. As an economic incentive and City contribution to the approved mixed-use project, the Security will be returned to the selected proposer if the closing on the City property occurs in accordance with the terms and conditions of the written project agreement.

SECTION XV. DISCLOSURE

- (1) Information contained in this RFP is believed to be reliable; however, interested parties should rely on their own experts for counsel.
- (2) All proposals submitted to the City are subject to public disclosure pursuant to Chapter 119, Florida Statutes. However, proposals will be exempt from public records disclosure for a period of time in accordance with Section 119.071, Florida Statutes. Furthermore, certain exemptions to the public records law are also statutorily provided for under section 119.07, Florida Statutes and other applicable laws, for certain information such as "trade secrets". If the Proposer 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.

No contractual, legal, equitable or development rights of any kind are afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and such parties shall participate equally in drafting such agreement during the negotiation process.

(3)

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. A person or affiliate on the Convicted Vendor List will not be considered under this RFP by the City.

(4)

- (5) The City is not responsible for any expenses that Proposers or prospective Proposers may incur in preparing and submitting responses called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel expenses; and the like, incurred by the respondent. The City will not be liable for any costs incurred by the respondent in connection with any interviews/presentations (i.e., travel, accommodations, etc.). Proposers are hereby advised that Proposers submit or consider submitting proposals under this RFP at their sole risk and that the City will not be liable or responsible for any claims for damages or equitable relief resulting from the City's exercise of its discretion to approve or reject any proposal submitted in furtherance of this RFP. Nothing contained in this paragraph or elsewhere in this RFP is in any way intended either to be a waiver

of the limitation placed upon the City's liability as set forth in Section 768.28 Florida Statutes, or to extend the City's liability in any respect whatsoever including, but not limited to, in an action based on a tort, beyond the limits established in said Section 768.28 Florida Statutes.

EXHIBIT "A"

Legal Description:

915 Florida Avenue

Parcel IDs# 24-36-33-80-23 and 24-36-33-00-755

EXHIBIT "B"

PROPERTY SURVEY

EXHIBIT “C”
PROPOSAL COMMITMENT FORM

By submitting an RFP proposal and executing below, the undersigned individual hereby represents and warrants that they have the full authority on behalf of Proposer to submit this RFP package to the Cocoa City Council and bind the Proposer to the terms and conditions of this RFP. The Proposer represents and warrants to the Cocoa City Council that they have read, understand, and agree to abide by all the terms and conditions set forth in the RFP Package and all subsequently issued addendums including, but not limited to, the Bid Security requirements. Further, Proposer certifies, represents, and warrants that all information contained in Proposer’s RFP submittal is accurate and truthful and that the Cocoa City Council will rely on said information during the RFP process. Proposer further understands and agrees that misleading, fraudulent, untruthful, and deceitful information, whether presented to the City in writing or verbally, shall be grounds for immediate disqualification. Additionally, Proposer agrees that the Cocoa City Council shall have the sole discretion to rank, select and negotiate with any proposer under this RFP. The ranking and selection of a proposer to negotiate the terms and conditions of a written project agreement by the City does not guarantee that a written project agreement will be approved by the City Council. Without limiting any other provision in the RFP, the Proposer hereby agrees that no contractual, legal, equitable or development rights of any kind is afforded to any proposer submitting a proposal under this RFP unless and until the City and the selected proposer are able to successfully negotiate a written Project Agreement, which shall require approval and execution by the City Council and the selected proposer to be binding. The City is under no requirement or obligation to provide any proposer an executable project agreement, and the selected proposer shall participate equally in drafting such agreement during the negotiation process. The Proposer hereby waives any and all rights to claim or bring any legal action in equity or law against the City of Cocoa that submittal of a proposal, or selection of a proposal by the City Council to negotiate a written project agreement, constitutes a contract or other binding commitment on the City. The Proposer understands and agrees that only a written project agreement approved at a duly held public meeting and executed by the City Council will be binding on the City.

The undersigned certifies that the enclosed proposal is being submitted and is subject to the terms and conditions as outlined in the Request for Proposal as issued by the City on Monday, August XX, 2024.

Name of Company/Organization

Signature of Authorized Principal

Date _____

Phone _____

Printed name/title of Principal

E-mail address

Fax _____

Exhibit “D”
Selection Criteria

Proposer Name: _____

Evaluator: _____

Scale	Weight	
1. Professional Abilities/Experience - 25 points		_____ (0-25) 25%
2. Financial Feasibility - 25 points		_____ (0-25) 25%
3. Concept Development/Building Elevations/ Overall Vision – 30 points		_____ (0-30) 30%
4. Development Schedule – 20 Points		_____ (0-20) 20%

TOTAL SCORE: _____ RANK: _____

Evaluator Comments:

Professional Abilities of Personnel

Financial Feasibility

Concept Development/Building Elevations/Overall Vision

Development Schedule
