



Power District Redevelopment Invitation to Negotiate



Solicitation No. 2017-022
ITN Issue Date: 12/21/2016

Mandatory "Discussions" by appointment only: See Section 8.1 for details

Responses Due: 2:00 p.m. on 3/16/2017 @ GRU Admin Building, 301 SE 4th Avenue, Gainesville, FL 32601

Purchasing Representative: Elizabeth Mattke, C.P.M., CPPO, (352) 393-1252 or mattkeel@gru.com

NOTE: Only those prequalified via Request for Qualifications No. 2016-072, are eligible to respond.

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Invitation to Negotiate **To Acquire and Redevelop Selected Power District Properties** **In Gainesville, Florida**

POWER DISTRICT REDEVELOPMENT **Solicitation No. 2017-022** **ITN Issue Date: 12/21/2016**

The Gainesville Community Redevelopment Agency ("GCRA"), acting as the agent on behalf of Gainesville Regional Utilities ("GRU") and the City of Gainesville ("CoG"), known from this point forward as "City", is leading the Power District redevelopment effort. The City of Gainesville, Florida and the City of Gainesville d/b/a the Gainesville Regional Utilities request responses ("Responses") for the acquisition and redevelopment of selected Power District properties as outlined in the balance of this document. Responses will be received by the City at GRU Administration Building, 301 SE 4th Avenue, Gainesville, Florida 32601 until 2:00 p.m. (EST) March 16, 2017.

Only those developers who were prequalified through the previous Request for Qualifications ("RFQ") process are eligible to respond to this Invitation to Negotiate ("ITN"). Those submitting a response are required to furnish the information as described in Sections 10.0 and 11.0 of this ITN.

GAI Consultants ("GAI") is acting solely as an advisor to the City on this ITN. GAI and its affiliates are strictly forbidden from participating in the ITN as a respondent developer, consultant, advisors, or as a member of a responding developer team.

Section 1.0 Notice of Responses

The City is requesting responses ("Responses") from the three previously qualified development teams to purchase the properties known as the Power District (or "District") and successfully reuse/redevelop the various properties in a manner responsive to the existing 2013 Power District Redevelopment Plan ("Redevelopment Plan" or "Plan").

This ITN solicits from each of these pre-qualified respondents a more detailed approach describing their vision, concepts and implementation strategies for the planning, design, development, marketing, financing, tenant recruitment, construction and operations of properties within the District. Responses received will be evaluated and ranked. It is the intent of the City to select a master developer and enter into a Real Estate Contract and execute a Development Agreement(s).

These agreement(s) will outline the terms, conditions, responsibilities, and structure of a preferred concept in accordance with the successful Response submitted and approved by the City.

Section 2.0 Objective(s) of this Invitation to Negotiate

The objective of this ITN is to designate a master developer ("Developer") with whom the City will enter into time-limited negotiations culminating in a real estate contract ("Contract" or "Real Estate Contract") and Development Agreement ("Development Agreement" or "DA"). These agreement(s) will secure the purchase and address the development of approximately 17 acres of Power District property owned by the City.

The City expects to identify the Developer who will: (a) develop the highest-quality, most comprehensive expression of the Redevelopment Plan and community's interests and objectives; (b) assure the timely completion of the project; and (c) provide the most significant financial contributions and assurances to the project and City.

Section 3.0 Expectations of the Designated Developer

The City expects that the Developer's obligations and responsibilities will be carried out within the framework of various documents or agreements prepared and submitted.

In particular, City expects that the private sector Developer with whom City ultimately enters into a Development Agreement will act as its primary agent in implementing the City's vision of the project. Through the Redevelopment Plan, the City has identified goals and objectives generated through community input which the Developer should use in guiding its development program. The project and site may be built out at once in a single phase or in multiple phases, but the form of the Response must satisfy the conditions of all agreements in force.

The City expects that the Developer will perform all tasks and discharge all responsibilities and obligations to:

1. Oversee the development process that ultimately results in the construction of specific site infrastructure and related improvements.
2. Oversee the development process that results in the adaptive reuse of certain existing buildings, new construction, construction of all public improvements, tenant recruitment and marketing of project.
3. Develop, at its risk and on a timely, obligated, basis, private commercial, mixed-use and/or residential developments within the project.
4. Operate and manage various private improvements.
5. Provide operating and management support in executing its management responsibilities for any public improvements.
6. Apply funding designated by the City for certain improvements as it becomes available.
7. Secure whatever financial or funding is necessary to leverage the public's capital resources and to achieve all the responsibilities outlined.

Section 4.0 Background/History of This Project and Process

The Power District represents a uniquely located area within a quarter mile southeast of Downtown Gainesville and its Central Business District. The Power District encompasses properties owned by GRU, the City's municipal utility, and includes a diverse mix of urban industrial properties. The property is also located within a designated community redevelopment area. The total publicly owned properties include approximately 32 acres, of which fifteen will remain operational in support of GRU power generation. The remaining seventeen acres are included in this offering for redevelopment and include buildings, storage yards, parking lots, and other accessory facilities.

In 2013, the GCRA, acting as agent for GRU and the CoG, led a stakeholder-based Redevelopment Plan. The Plan represents months of input from key stakeholders such as citizens, real estate professionals, business owners, and City staff. A key part of the City's goals in the ITN process is to select a Developer that will encourage, incentivize, and prioritize public/private investments in the area while also implementing the Goals, Core Planning Principles, and Community Vision of the 2013 Redevelopment Plan.

A discussion of these values and goals can be found at:

<http://www.gainesvillecra.com/projects/item/power-district-redevelopment-plan>

As covered originally in the City's RFQ, all pre-qualified respondents are encouraged to exercise creativity in defining a concept and approach that satisfies the vision of the 2013 Redevelopment Plan, applicable zoning or entitlements, and sound real estate development practices.

The Redevelopment Plan focused on laying out a strategy and framework to stimulate economic growth and investment in the community while enhancing the quality of life within the Power District and adjacent neighborhoods. The Redevelopment Plan represents a community vision for a flexible and content-sensitive strategy allowing a multi-phased development based on market demand and investment opportunities.

While the Redevelopment Plan identified possible building sites, open space and circulation networks, adaptive reuse of existing buildings and parking configurations, the document is by no means prescriptive. The Redevelopment Plan allows for respondents to address these elements based on site due diligence, technical analysis, environmental issues, and sequencing of proposed development program.

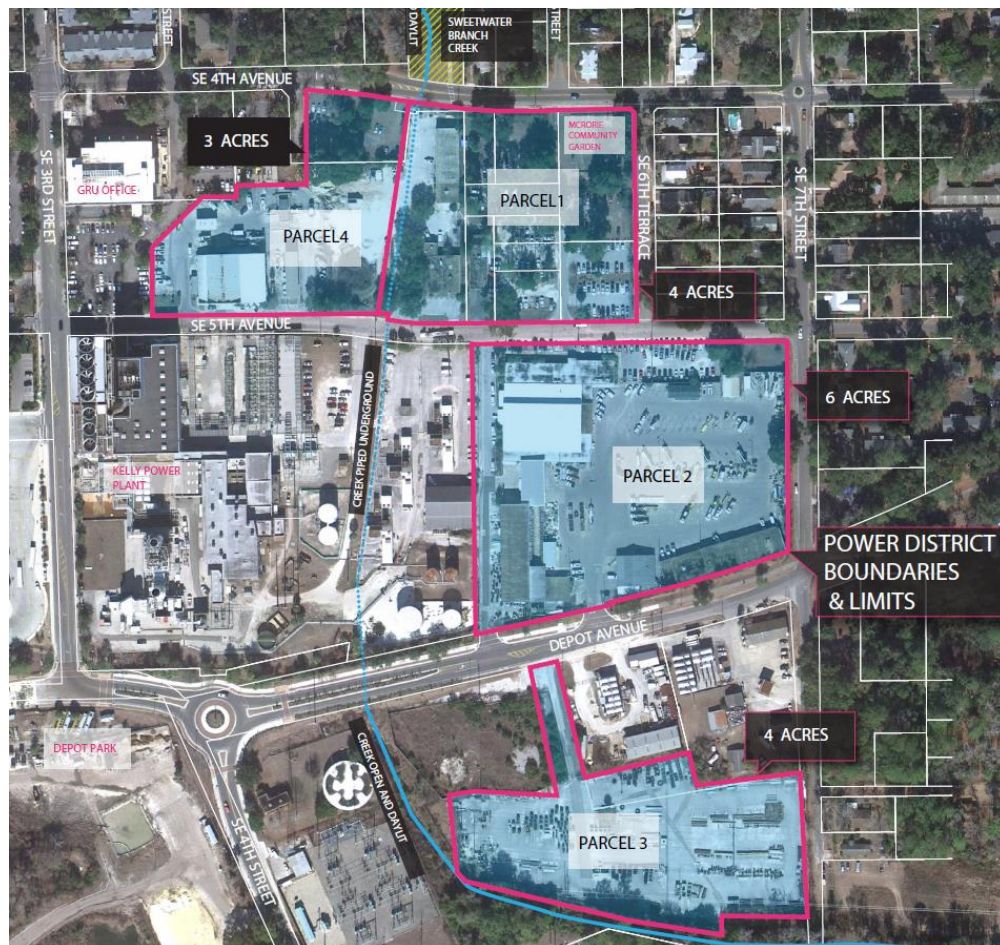
As part of the previous RFQ, each Respondent outlined a conceptual approach aimed at kick-starting redevelopment investment and activity in the District. Although each conceptual approach was unique, there were several recurring themes such as the adaptive reuse of existing structures to stimulate near-term activity and opportunities for businesses prepared to locate in the area. Adaptive reuse will allow for a more immediate activation of the District while longer term plans are developed for new vertical construction and public infrastructure upgrades. Other recurring themes included cultivating a local food economy and an “agrihood” where food production, incubation, distribution, consumption, and education serve as a backbone to the District’s core identity. Finally, the activation, programming, and appearance of the District were described as a priority by the respondents.

Through this ITN process, respondents should expand their previously submitted conceptual approaches by outlining a more detailed description of their individual implementation strategies related to property control/ownership, site/property management, development program, financing, public private partnership structuring, key team member responsibilities, project phasing, tenant recruitment approach, strategies for securing small/local/diverse/independent contractors and tenants, compatibility and integration with the Plan, and a description of public benefit.

Section 5.0 Offering

The GCRA, acting as the agent on behalf of GRU and the CoG, is leading the Power District redevelopment effort. All of the parcels in this offering are owned by the City.

The figure below depicts the general site limits and City ownership of the Power District redevelopment effort. Parcels 1 through 4 (outlined in pink) are included in this Project. Respondents are permitted to conceptually suggest improvements, connections, and projects beyond the limits outlined in pink while recognizing those properties may or may not be within City control and/or available for redevelopment at this time.



There are four identified parcels in the offering ranging from 4 acres (Parcel 1), 6 acres (Parcel 2), 4 acres (Parcel 3), 3 acres (Parcel 4) for a total of an estimated 17 acres. The zoning and land use regulations were amended in 2014 to facilitate the vision described in the Plan. Power District zoning classifications include Urban Mixed-Use 2 (UMU-2), Central City District (CCD), and Public Service (PS). These designations will allow a mixture of residential, office, business, commercial, light assembly and manufacturing, consistent with the Plan's vision. There are currently several structures on the properties that may lend themselves to the adaptive reuse as part of the overall development program. Respondents are permitted to suggest ownership transfer of the Catalyst Building and site in their Responses. Parcel 3 may be considered within Responses to support the Power District. However as a result of extensive electrical supply lines traversing the site, future ownership of the land should be considered as City only.

As indicated in the previous RFQ, the City, acting in its proprietary capacity, is in full support of this project, recognizing the value of the site's redevelopment to the economic vitality of the community. By upgrading the area with new and renovated amenities, neighboring residents and employees in the area will benefit. While the City is in full support of this project, nothing in this Invitation to Negotiate, or any subsequent documents, should be deemed to commit the City or the GCRA to act affirmatively upon any regulatory matter.

Developer Responses will be evaluated by a committee comprised of GCRA, CoG, and GRU staff. GAI consultants are not on the evaluation committee, rather acting as technical advisors throughout the process. As applicable throughout the process, the evaluation committee will make formal recommendations regarding the development team to be selected to the following: GCRA, City Commission, and Utility Advisory Board for consideration and approval. Following required approvals, the City will enter into subsequent negotiations with the selected development team for the purpose of executing a formal Development Agreement and Real Estate Contract.

Section 6.0 Guiding Principles of Redevelopment Plan

The City wishes to encourage Responses that incorporate the core group of issues as identified by stakeholders and the community and published in the 2013 Power District Redevelopment Plan and excerpted below. Accordingly, plans and project descriptions submitted as part of the Response should provide sufficient detail to identify and describe specifically the manner in which the Response will support and further these principles.

1. LEVERAGING THE INDUSTRIAL CHARACTER

Stakeholders expressed an interest in retaining the distinct and unique sense of place the Power District has and, further, expressed concern about a one size fits all approach to redevelopment. The Little Five Points district in Atlanta was cited as an aspirational example of an economically successful and culturally diverse shopping and entertainment district.

2. KEEP IT LOCAL

Interest in providing flexible spaces for local businesses was expressed by the neighborhoods, business community and City staff. The Power District is viewed as an opportunity for artists and start-up businesses alike to find a range of rental rates and property ownership options.

3. ORGANIC REDEVELOPMENT

Stakeholders advocated for redevelopment to occur naturally through the collective efforts of small developers and local businesses, rather than as a single development that is built all at once. This "organic" approach can help retain existing buildings that still have useful life.

4. SWEETWATER BRANCH CREEK

Opening Sweetwater Branch Creek, which is piped through GRU's property, to daylight has been a central issue for the community dating back to previous planning studies. Stakeholders remain supportive of this effort and want the creek to become both a public park and an environmental feature of any new redevelopment project.

5. LAND USE DIVERSITY AND OPEN SPACE PRESERVATION

Stakeholders support expanding and diversifying the range of land uses within the district; this includes more retail and housing options, creating new spaces for locally owned businesses, establishing more educational space for community use (potentially in conjunction with the Kelly Power Plant museum), and preserving the McRorie Community Garden.

6. CONNECTING THE DISTRICT TO THE CITY

Stakeholders expressed the need to build better and higher quality connections to the Power District from surrounding neighborhoods and through the Power District to Downtown and Depot Park. Stakeholders requested new sidewalks and sidewalk improvements throughout the district. They also requested extending the City's street grid through GRU property as a part of any redevelopment; the extended street grid could be either vehicular streets or pedestrian streets.

7. INTERFACE WITH ADJACENT NEIGHBORHOODS

How the new development interfaces with adjacent neighborhoods is a widespread concern in the community. The issue of neighborhood interface includes: the height and density of structures built adjacent to existing residences to the east of the Power District, particularly along SE 6th Terrace and the Southeast Historic District, as well as the impacts of increased traffic and on-street parking as a product of future development.

Section 7.0 Environmental Disclosures and Site Background Studies

Various environmental assessments and background studies have been performed on the parcels comprising the Power District. Further information with respect to these reports is provided below. The previous RFQ also provided a description of prior environmental assessments and background studies, which should be reviewed by the Respondents

7.1 Sound

The City, and its successors and assigns, acknowledge that the land immediately to the south and west of the Property is currently used by GRU to generate, transmit and distribute electrical energy. As a result of such activities there can be a significant amount of sound generated on a continuous and/or sporadic basis. Such noise shall include, but not be limited to, power plant start-up activities, spontaneous plant shut down (high pressure steam release), steady state combustion turbine operation engine type sounds, high voltage circuit breaker operation (similar to a shotgun blast), and a constant 60 hertz sound emission attributable to the power transformers on site. Given the nature of this generating facility, it is likely that heavy equipment and large numbers of personnel will be employed on site periodically for construction, maintenance and repair of GRU utility facilities.

7.2 Cooling Towers

The City, its successors and assigns, acknowledge that the cooling towers associated with the generating plant turbines can generate plumes of water vapor. This cooling tower "drift" may travel toward the Property. As the water evaporates, the residual minerals found in that vapor may be deposited on the Property.

GRU reserves the right to be the sole provider of utility services, including, but not limited to, natural gas, chilled water, communication and/or data services, back-up power generation, etc.

7.3 Existing Environmental Conditions

Since the release of the RFQ in April 2016, additional environmental testing has been performed and is available for review via <https://www.dropbox.com/sh/4sqhoxwta09kli4/AAB6di8vR8IoWYDBz4fYQUR1a?dl=0>

Among the additional technical reports, Executive Summaries of all the environmental testing, results, and recommendations for Parcels 1, 2, 3, and 4, respectively, are available via the above link. The City makes no representation or warranty as to the accuracy, completeness or any other aspect with respect to the reports, including any of the reports that were described in the previous RFQ. The reports are made available to Respondents without representation or warranty of any kind whatsoever.

The presence of contamination on the property may require special consideration in connection with any development and/or construction plans for the property. Respondents will be solely responsible to review existing reports in the possession of the City, without recourse to the City, and to conduct any further independent analysis of the potential impact of the environmental conditions of the property on any development and/or construction plans for the property.

7.4 Additional Reports and Studies

The City has conducted initial due diligence for the subject properties and the following items are included in the respective attachments:

1. Surveys and Legal Descriptions of the properties have been completed and available for download at https://www.dropbox.com/sh/yw565l616hstfce/AAA4I_jft3q736kO9hWQ0Wsga?dl=0
2. In September, 2016 an appraisal of the property was completed and is available for download at <https://www.dropbox.com/sh/jutvhlzlrlihsnb/AAAMJ9RnzwejqWHwE4xM1T5na?dl=0>

Included in the appraisal is the City owned Catalyst Building & property that is currently partially occupied by Prioria Robotics on the ground floor. The second floor is currently for lease and listing details are available at <http://www.frontstreet.net/catalyst-building/>

Respondents are permitted to suggest ownership transfer of the Catalyst Building and site in their Responses. Parcel 3 may be considered within Responses to support the Power District. However as a result of extensive electrical supply lines traversing the site, future ownership of the land should be considered as City only. See GRU Property Utilitization Guide regarding permissible uses and restrictions within transmission line corridors.

<https://www.gru.com/Portals/0/Legacy/Pdf/Work%20With%20GRU/Real%20Estate/Property%20Utilization%20Guide%20and%20Application.pdf>

3. Sweetwater Branch Creek Daylighting Hydrology & Hydraulics (H&H) reports are complete and available at <https://www.dropbox.com/sh/otylnegu5u9iat2/AAB3mKV6s5YJLNubnQ2z5ynMa?dl=0>

The purpose of the H&H Study was to model existing conditions within the larger watershed and then identify flood mitigation measures that would reduce the 100-year floodplain within the Power District area as delineated by the Federal Emergency Management Agency (FEMA). The results of the H&H Study suggest various conceptual stormwater projects, both within and beyond the Power District, which could be implemented in order to revise the 100-year floodplain within the Power District. The next steps include designing and engineering selected conceptual projects to pursue a conditional letter of map revision (CLOMR) to provisionally redefine the 100-year floodplain with FEMA. Once the mitigation projects are constructed an application to FEMA for a letter of map revision (LOMR) would be submitted to permanently redefine the FEMA 100-year floodplain. Respondents desiring to pursue the daylighting of Sweetwater Branch Creek are advised to preserve a 100' wide buffer (50' from each side) from the centerline of existing box culvert while further design and engineering work is conducted. Respondents should indicate their proposed role, participation structure, and vision for advancing this project through the next engineering and implementation stage.

The City makes no representation or warranty as to the accuracy, completeness or any other aspect with respect to the reports, including any of the reports that were described in the previous RFQ. The reports are made available to Respondents without representation or warranty of any kind whatsoever.

7.5 Site Permitting

The Developer and its team are required to meet all applicable local, state and federal codes, ordinances, and regulations. The following is only a partial listing; it is the responsibility of the Developer to research and comply with the latest edition of all applicable regulations:

1. Florida Building Code, latest edition with latest amendments;

2. National Fire Protection Association (NFPA), latest applicable edition;
3. City of Gainesville Land Development Code, latest edition;
4. Florida ADA requirements, latest edition;
5. Florida Department of Environmental Protection;
6. Suwannee/St. Johns River Water Management District.

7.6 Ownership of Property

The parcels associated with this offering are owned by the City.

7.7 Financial and Other Support

The City, in order to achieve its stated goals for the redevelopment of the various parcels, may consider offering respondents incentives for redevelopment of the subject properties. The City may entertain requests for financial incentives for Responses that: (a) incorporate the elements identified in the redevelopment plan, and (b) demonstrate that financial incentives are necessary to achieve these further objectives.

There have been no provisions made for special exceptions on fees or other regulatory matters. The City will work as cooperatively as they can in expediting any related reviews or approvals on these matters, provided, however, nothing in this Invitation to Negotiate shall be deemed to commit the City to a certain regulatory action or decision.

7.8 Zoning and Permitting

The current zoning classification allows a wide range of commercial, office, business, residential, light assembly and manufacturing uses. The City, in its proprietary capacity, shall cooperate with Developer in securing all necessary licenses, permits, and governmental authorizations contemplated by this Project, including building permits and land development approvals. The statement should not be deemed to affect the City's right to act in regulatory matters in accordance with applicable laws or ordinances and is expressly not a waiver of the City's lawful exercise of its police powers.

Section 8.0 Response Submission and Evaluation Process

We envision a series of reviews and procedures as described below.

8.1 Mandatory Discussions

It is anticipated to have all qualified respondents engaged in negotiations as quickly as possible. The City will conduct several rounds of negotiations with each vendor as part of the competitive solicitation process. For purposes of this Invitation to Negotiate, these sessions will be called "discussions." The first of these mandatory "discussions", occurring prior to submittals, will help each respondent maximize the use and value of any materials already submitted to the City. We want to facilitate the use of that material where it appears beneficial to do so. Failure to participate in discussions may render the respondent non-responsive and ineligible for further consideration.

Given the complexity and dimensions of the Power District opportunity, it is the intent to begin the negotiations by bridging any gap between the previous RFQ and the current ITN by addressing any potential issues or questions immediately through a direct consultation with subject matter experts from the City (CoG, GCRA, GRU) and GAI. This "discussion" will be held with each team or potential Developer individually will take the place of the conventional pre-proposal conference.

The purpose of the consultation is to afford prospective firms the opportunity to ask questions about the City's vision, existing conditions, and the broader ITN process and gain a better understanding of the business issues and circumstances driving this project. These face-to-face, or tele-conference, discussions will assist the prospective respondents in preparing a well-designed Response which offers their best business and redevelopment solution for this project.

To emphasize, this is a mandatory "discussion" with the primary objective of enhancing potential Responses and eliminating, where possible, any prior duplication of effort.

- a) Respondents must contact Elizabeth Mattke, Senior Buyer, Utilities Purchasing at (352) 393-1252 by January 12, 2017, to schedule their discussion session. Time slots will be scheduled on a first come, first selection basis. (Tentative date is January 25, 2017.)
- b) The firm's representatives participating in the discussions are responsible for asking questions directly applicable to this ITN. The sessions will be held individually between the firm and the City with the assistance of GAI. The question and answer session will be recorded pursuant to Section 286.0113, Florida Statutes. The recorded sessions and any records presented at the meeting will remain exempt from Florida Public Records until such times as the City provides notice of an intended decision or until 30 days after the final reply, whichever occurs first. Provided, however, if the information provided at the meeting is deemed to be material to the ITN, then an addendum will be issued to all responders.
- c) It is the sole responsibility of the respondents to ascertain and interpret information gained from their session for use in developing their reply in response to the ITN. Documented information contained in the ITN and addenda will take precedence if any conflict arises between the ITN and addenda and information the firm's representatives glean from the discussions.
- d) The respondents must meet with subject matter experts from the City and GAI in person or via phone conference. There will be a specific timeframe during which these meetings will be offered based on a maximum **two hour** time slots per each prequalified respondent. On-site meetings will be held at the Community Redevelopment Agency located at 802 NW 5th Avenue #200, Gainesville, Florida. For a phone conference, the Purchasing Representative will provide a phone number to the business contact person prior to the expected meeting date. Participants in the discussions are solely responsible for any and all costs associated with their participation. Firms are encouraged to submit questions in advance (via email to mattkeel@gru.com) in order to make the best use of their allotted time.

8.2 Examinations of Solicitation Documents and Work Site

Prior to responding to the solicitation, Respondents are responsible for the following: (a) examining the solicitation thoroughly, (b) visiting the work site to become familiar with local conditions that may affect the cost, progress, performance of furnishing the work, (c) considering federal, state and local laws and regulations that may impact or affect cost, progress, performance or furnishing of the work, (d) studying and carefully correlating respondent's observations with the solicitation, and (e) notifying the Purchasing Representative of all conflicts, errors or discrepancies in the solicitation.

Respondents are expected to become fully informed as to the requirements of the solicitation and failure to do so will be at their own risk. Respondents cannot expect to secure relief on the plea of error.

A Respondent who is aggrieved in connection with the specifications of this solicitation may protest in writing to Utilities Purchasing at least seven (7) business days prior to the Response due date.

8.3 Interpretations and Addenda

All questions about the meaning or intent of the solicitation are to be directed to the Purchasing Representative, Elizabeth Mattke via email mattkeel@gru.com. Interpretations or clarifications considered necessary in response to such questions will be issued by Addenda sent to all parties recorded as having received the solicitation. Questions received after close of business February 2, 2017 may not be answered by the purchasing representative. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications that are not specifically acknowledged by formal written Addenda will be without legal effect.

Addenda may also be issued to modify the solicitation as deemed advisable by the Purchasing Representative.

Addenda issued by City prior to the solicitation due date/time are considered binding as if written into the original solicitation. Respondents are responsible for ensuring that all Addenda have been received prior to submitting their Response.

8.4 Initial Submission [without financial analysis]

Toward understanding and maximizing the value of the above information, the process contemplates a further elaboration of any plans, a connection of those plans with the respondent's capabilities and financing sources, and a chance to match those plans with a price and financing Response.

The City has purposefully separated, as much as possible, major financial terms and pricing from the plans themselves so the teams will have better information and knowledge leading to a detailed and more specific Financial Response ("Financial Response") acceptable to all parties.

1. Each team or respondent will submit their materials which, in addition to a plan, further amplifies qualifications, other information, and also includes an *outline* and discussion of all relevant terms and conditions that will be addressed in the body of a Development Agreement subsequently prepared by the Developer. Certain key elements are expected in this outline as subsequently detailed in Section 10 of this ITN. **No detailed financial analysis is required in this stage and there will be no discussion of sales price in the outline except as could be inferred from the minimum information required.**
2. While the emphasis within this outline centers on the material terms, conditions, remedies, and general structure of responsibilities and obligations, it is imperative that phasing of both private or non-public investments be quantified, a timeline addressing basic design efforts, permitting, and construction for each phase, and areas of likely cost sharing be addressed. For the purposes of this paragraph, it is assumed that the initial phase(s) will be permitted and construction itself started within one year after signing the DA unless specifically indicated otherwise.
3. **Submissions will not be ranked but all material will be critiqued and used as a starting point for further discussion/negotiations.**
4. The critiques are contemplated as an in-depth discussion coordinated separately with each respondent. Although the exact date and structure for those discussions will be determined as the submissions are received, we anticipate they will be handled in manner similar to the Discussion Sessions.
5. This submission must be accompanied by a \$10,000 *refundable* deposit.
6. Additional Information. By submitting a response, respondent certifies that it agrees to and satisfies all criteria specified in the ITN. The City may request, and respondent shall provide, additional supporting information or documentation. Failure to supply such information or documentation as required and requested may result in disqualification of the reply.

8.5 Second Submission [with detailed financial analysis and financing plans]

Following the critique and discussion outlined above, each team or respondent will again submit its materials, revised or modified at the option of the team following the same format required for the initial submissions generally described in Section 8.4 and detailed in Sections 10.0 and 11.0, along with (1) a detailed financial analysis, (2) a copy the respondent's Real Estate Contract for the subject real estate, and (3) a completed draft of the preferred Development Agreement capturing all terms, conditions, general structure of responsibilities, obligations and financial terms associated with that Contract.

1. The details of the Development Agreement, Real Estate Contract, and any financial analysis will collectively comprise the respondent's Financial Response for the subject holdings. For purposes of award, this Financial Response will be considered a best and final offer ("BAFO").
2. Plans or other documents may be modified at the options of the respondents and submitted along with a BAFO which includes a [1] draft Development Agreement documenting the Developer's concept, timeframe and assurances that the plan(s) will be implemented as proposed and [2] a separate Contract that will stipulate the real estate purchase price or, if preferred for any reason, the terms of a leasehold interest.
3. As part of the BAFO, the respondent team will specify a date to which it will commit following ratification of the selection to execute the Development Agreement and a City drafted Contract for of properties. The review process will strongly favor Responses that keep this time to a period that is no longer than 210 days from the date the selection is ratified.

Examples of City drafted Contract, Development Agreement, Memorandum of Understanding (MOU), and lease are available at the following link as guidelines.

<https://www.dropbox.com/sh/vmhlardgi3c4e20/AADpr-YzAeVsGwl84OPsUGaNa?dl=0>

While we anticipate that each respondent will draft agreements specific to a particular need and circumstances, the City must preserve at this point, the right to draft its own agreements as discussions continue.

8.6 Recommendation and Selection

1. Once the BAFO has been submitted, Responses will be formally evaluated and ranked for content, financial implications, and adherence to the Redevelopment Plans goals and principles.
 - a. Once the modified submissions, inclusive of the BAFO, are received, they will be formally ranked by the evaluation committee applying the various required materials and criteria described in Section 9.0.
 - b. Specific milestones outlined in the BAFO are expected to be maintained.
 - c. All days or dates cited must be tied to the date when the Developer is officially ratified by the City.
 - d. Respondents will be asked to make formal presentations to the evaluation committee.
2. Ratification by the City.
 - a. The evaluation committee will be comprised of the CoG, GCRA, and GRU staff, which will recommend a Developer, based on the various written or graphic submittals, critique or commentary of staff, negotiations, and the presentations themselves, who best meets the criteria stated in Section 9.
 - b. This committee will recommend that the City ratify the final selection.
3. A second deposit is required once a Developer has been ratified by the City.
 - a. The chosen Developer and team will provide a non-refundable deposit of \$25,000 within 10 days from the ratified Date.
 - b. The deposit will be forfeited or credited to the price specified in the agreement.

8.7 Subsequent Negotiations [after City selection and ratification]

City will provide its comments about the draft Development Agreement and/or the Real Estate Contract to the selected Developer within 30 days after receipt of the deposit.

The chosen Developer and team will provide an additional non-refundable deposit of \$65,000 within 10 days of receipt of these comments to the draft Development Agreement and Contract. The deposit will be credited to the price specified in the BAFO.

Upon execution of the Development Agreement, the respondent will provide other funds or deposits to close the offer contained in the Contract and codified in the Development Agreement

If the Developer does not execute the Development Agreement within the period specified in the BAFO or otherwise restated, any development rights or options will expire, the aforementioned funds will be forfeited, and the City will then have the option to seek other alternatives for the property.

For purposes of this section, it is assumed that the term will not exceed 210 days from ratification.

8.8 Illustrative timeline

The following is an illustrative timeline for the process described in Sections 8.6 and 8.7.

Day 0: Selection ratified by City

Day 10: Second deposit of \$25,000 posted by selected Developer

Day 40: City issues comments to Developer prepared DA and Real Estate Contract

Day 50: Third deposit of \$65,000 is posted by selected Developer

Day 210: DA and Real Estate Contract are executed by all parties

Day TBD: the initial phase(s) identified in the DA is completed

Section 9.0 Evaluation Criteria and Negotiations

Evaluation Criteria.

The relevant criteria are largely based on principles and ideas discussed in the Redevelopment Plan. Evaluation of Responses will be performed consistent with the following criteria.

1. **Development Concept:** Is the concept in keeping with Redevelopment Plan goals and objectives?
2. **Compatibility & Integration:** Does it create a seamless concept that ties various aspects of the community together?
3. **Public Benefit:** How will the concept make use of local vendors, tenants and other local resources?
4. **Project Viability:** Is the project a financially feasible enterprise and a plausible response to the marketplace?
5. **Fiscal Impact to City:** How do the above impact the City's financial position?

Negotiations.

Respondent(s) will be invited to provide more detailed clarifications of their Response, to provide interactive presentations of the Response, and/or to enter into negotiations with the City. Based on the clarifications, presentations and negotiations, the City will either award the contract to the respondent who provides the best value for the City or reject all Responses. The City reserves the right to negotiate concurrently or separately with competing respondents. After negotiations are conducted, the City will award the contract to the responsible and responsive Developer team that the City determines will provide the best value, based on the evaluation criteria.

Negotiation meetings will be conducted in Gainesville, Florida. The City will distribute instructions and/or agendas in advance of each negotiation session. Representatives for each respondent should plan to be available, without interruptions, for the entirety of the respondent's scheduled negotiation meeting.

Negotiations will include discussions of the scope of project and redevelopment plans to be provided by the Developer until acceptable terms are agreed upon, or it is determined that an acceptable agreement cannot be reached. This process will continue until the City receives its final offers from the participating respondent(s). The City reserves the option to resume negotiations that were previously suspended.

Negotiations will not be open to the public, but will be recorded pursuant to Section 286.0113, Florida Statutes. The recorded sessions and any records presented at the meeting will remain exempt from Florida Public Records until such times as the City provides notice of an intended decision or until 30 days after the final reply, whichever occurs first. Provided, however, if the information provided at the meeting is deemed to be material to the ITN, then an addendum will be issued to all responders.

Section 10.0 Response Requirements

Each copy of the Response must be wholly-contained in a single binder. Eight binders total, one original, and one electronic copy must be submitted by each development team. A ninth binder is required if any information is marked "confidential" [see Section 16.0 Confidentiality]. Responses that do not adhere to the following format or do not include the requested information/documents may be considered incomplete and therefore unresponsive by the City. The City reserves the right to seek additional/supplemental representation on specific issues as needed.

Respondents shall construct their Response in the following format and a tab must separate each section.

Transmittal Letter

A transmittal letter must accompany the submittal and must be signed by a principal legally empowered to represent the proposed developer team. In addition, Attachment B – Respondent Certification should be executed and included to provide a statement attesting the respondent has read and understands all procedures and submission requirements. The transmittal letter should include the following:

1. Identify the lead proposer(s) and any persons who will have an equity interest in the project.
2. Describe briefly those interests and the legal and financial relationships of the proposer's team.
3. State specifically that the respondent has read and understands all procedures and criteria associated with the submission requirements.
4. Provide a brief summary of proposer's approach and concepts of the project.
5. Acknowledge receipt of this ITN and that all terms and conditions contained herein may be incorporated into the Development Agreement.
6. State that the individual who will execute the Development Agreement and Contract is authorized to do so as a representative of the team submitting the Response.

TAB 1 Executive Summary of Development Concept

Present in brief, concise terms, a summary level description of the contents of the Response and your company and its capabilities. Give the names of the person(s) who will be authorized to make representations for the proposer, their title(s), mailing address(es), email address(es), and telephone and fax number. Provide a generalized description of the project and the practical, design, phasing/schedule, and economic rationale for the program. The summary should be limited to a maximum of four pages.

TAB 2 Development Team Composition, Structure and Roles

The emphasis in this TAB is on the people and their specific responsibilities as it relates to the program project and concept being posed.

1. Primary contact name and contact information for all correspondence and legal notifications, including email address of primary contact.
2. Principal officers or individuals authorized to negotiate with the City with regard to particular issues.
3. Resumes for the project manager, senior executives and other key personnel, listing of major projects under development and pending projects awaiting approval, and minimum of three (3) references from governmental officials in communities with completed or ongoing projects involving elements or issues comparable to those envisioned in the present case.
4. Information on proposed design firm(s) (architect, landscape architect, urban design professional, engineer, etc.) including resumes of key personnel who will be assigned to this project, and examples of work both written and graphic.
5. Information on proposed legal team members including resumes of key personnel and prospective role in project.
6. Information on other prospective team members including proposed role in project and resumes of key personnel.
7. Team organizational structure chart.

TAB 3 Developer Experience in like Settings and Active Developments

Here, it is essential the respondents address their specific experience with the various elements or concepts outlined in the larger Response and capture in the context of TAB 4 in particular. The evaluation of the Developer, development Responses, and team will in part be based on the nature and experience of the respondents, and its team members, with previous examples of dealing with the types of issues identified and their connection or association with the goals of the Redevelopment Plan.

While this experience could be varied, it might include some description of previous efforts with the creative, adaptive reuse of existing buildings; recruitment strategy for local businesses; innovative use of environmentally-friendly site design and architecture; developing a mixed use environment that creates a "sense of place", etc. Prior experience and a discussion of that experience are imperative.

The team should describe its experience with comparable public-private and mixed use in-fill developments and the relationship and role of current proposed principals in previous projects. Descriptions of former projects should include nature of involvement both from a financial, management and implementation

standpoint, addressing in detail:

1. Discussion of relevance to the proposed situation
2. Size and uses
3. Dates for completion
4. Project cost
5. Form of debt and equity
6. References
7. Lessons learned, especially as these items may be relevant to the concept or approach of the Financial Response, the means used to fund or finance, and the terms being outlined or offered in the various agreements.
8. The financial information or insights in *lessons learned* should suggest, if not document, the relative financial strength of the development entity, its connections to equity markets, ability to finance mixed-use projects, and success in the implementation of public-private partnerships.

TAB 4 Development Concept

Tab 4 is the proper place for graphic materials that demonstrate how the specific plan will tie into local goals and satisfy general intent of the Redevelopment Plan. It should be as detailed and complete as possible.

1. A written description of the proposed development project, noting the overall concept, and its relationship to City goals as stated in the Plan.
2. If residential, specify total number of for sale or rental units, mix of different types, square footage size of units, rent or sales price targets. If retail or entertainment specify retail types and footprints for each type of use, and give an example of another existing project or projects that is(are) comparable to the quality and target market of the Response.
3. If adaptive reuse of existing buildings, provide useable square feet, floor plans for flexibility of uses, short term and long term programming, rental ranges.
4. If lab, manufacturing, or light industrial, indicate location, square footage, tenant profile, rental estimates.
5. Identify any proposed parking facilities to be included in the project including number of parking spaces provided and if facilities can accommodate public parking.
6. Identify on-site and off-site infrastructure support, utilities requirements.
7. Notwithstanding the above, rents, values, units, square footage of all the above sufficient in detail to support any estimates of taxes or other receipts that will accrue to the benefit of the City.

Project Conceptual Plans and Design must be addressed within this tab and should include the following exhibits or materials:

1. This visual concept plan should be of specific detail to discern the mass, scale, quality of materials, mix of uses, signing, and overall architectural quality as well as the treatment/interface with the urban realm. Illustrative site plans and diagrams are preferred.
2. The format for any plans can reflect photographic examples of projects previously developed by the proposing team, sketch illustrations or computer renderings. The intent is to provide the reviewers with a solid understanding of the proposer's commitment to the City's vision as well as the ability to provide a quality infill development that establishes the standard for subsequent developments.
3. Respondents should define how the Response incorporates or facilitates amenities identified within the Redevelopment Plan.
4. Identify public spaces and amenities and their connection/context to surrounding neighborhoods.
5. Respondents should demonstrate how environmentally sustainable and low impact design principles for architecture, site development, and stormwater are integrated throughout all phases of the development process.

6. Respondents should describe in detail any proposed renewal energy projects and concepts related to their Response. This should include the type of renewal energy, scale, function, management, and overall benefit to the Power District.

Compatibility and Integration must be addressed within this tab. Provide *both* narrative and graphic materials where appropriate describing how the proposed development program or project addresses the following:

1. Compatibility and integration between the proposed goals, vision, uses and the 2013 Redevelopment Plan goals, vision, and uses.
2. Highlight and provide justification for any significant deviations from the 2013 Redevelopment Plan.
3. Compatibility and integration between the proposed uses and the existing land-use and zoning entitlements.
4. Highlight and provide justification for any significant deviations from the existing land-use and zoning entitlements.
5. Integration with surrounding neighborhood and context.
6. Compatibility and integration between the proposed uses and the existing adjacent land-uses.
7. Highlight and provide justification for any significant contributions and/or impacts to existing adjacent land-use and zoning.

TAB 5 Marketing of Project

Provide a narrative, supported by graphics if appropriate describing the structure and means for the marketing of the various elements of the project including, for example, preliminary estimate of pricing, lease or rental terms with respect to residential units and other pertinent information to understanding the positioning of the concept detailed above.

TAB 6 Describe How Project Will Be Managed

Provide a detailed discussion of respondent's plan to provide operating and management services that addresses each of the following to the extent these are relevant or could be the focus of agreements with the City. To the degree pertinent, please commit or describe roles or expectations associated with

1. CoG, GRU, GCRA staff and Board activities.
2. Management of any public spaces or public improvements that may be envisioned.
3. How proposer's improvements will be managed and interface with the public realm.
4. Ways in which all other public or non-profit uses within nominally privately developed spaces might be managed or function.

TAB 7 Public Benefit

Tab 7 should provide examples and a discussion of how the development program will support the recruitment and interaction of tenants, manage incubator/start-up businesses, and provide outreach into the community to encourage local enterprises.

1. Respondents should define how the Response structures, manages, markets, and finances special events, marketing, and community programming.
2. Respondents should outline and identify any existing business/tenant commitments and any strategies related to subsidies for competitive below market lease rates for start-up businesses, retailers, and tenants.
3. An estimate of the taxes and fees to be generated by this project for the first ten years after construction is complete.
4. If financial incentives are requested from the City, provide explanation or information to demonstrate why such incentives are necessary and how they would be utilized.

A list of prospective tenants and small businesses that have expressed interest in the Power District over recent months is available for review at <https://www.dropbox.com/sh/3ms3l63ppoj0pbp/AAAscqQgNO-vdDSuAGOYEurYa?dl=0> Respondents are responsible and encouraged to research, vet, engage, and integrate these prospective tenants into their proposals.

TAB 8 Basic Financial Structure of the Proposed Project

1. Identify the likely financing method, debt-to-equity ratios, and types of debt to be utilized.
2. A list of likely funding sources and discussion of the sources and uses of funds for construction.
3. Identify all likely financial partners, equity partners, financial institutions with which developer will create a relationship in this project and provide statements by these parties indicating their interest to participate in the project.
4. Provide bank and financial references for the principal(s) as Developer.
5. Provide bank and financial references for the key financial parties.
6. Provide audited or unaudited financial statements for equity partners [If this is confidential information, please mark pages as such as indicated and provided for in Section 16.0].

TAB 9 Development Agreement and Real Estate Contract

For the initial submissions, especially as these are described in Section 8.2, the respondents will provide a *general outline of the terms and conditions* to be incorporated in a Development Agreement. Ultimately it is assumed that the detailed terms and condition, provided in the respondent's more complete draft of a Development Agreement, will be acknowledged in the BAFO.

While the emphasis in this outline provided by the respondents prior to the BAFO centers on the material terms, conditions, remedies, and general structure of responsibilities and obligations, it is imperative that the outline address at least the following:

1. Claims related to existing and future environmental conditions phasing of both private or non-public investments be quantified.
2. A basic timeline addressing permitting, construction and timeline for each phase.
3. Expectations about marketing and, management to the degree these are relevant to the concept being proposed.
4. Areas of likely cost sharing be addressed.

For the purposes of the required submission, *it is assumed that the initial phase(s) will be permitted, and construction started, within one year after signing the DA unless specifically indicated otherwise.* No financial analysis is required at this stage and there will be no discussion of price in the outline except as could be inferred from the minimum information required.

The respondents should also provide their preferred form of a Contract. To repeat, there will be no discussion of price in the Contract except as could be inferred from the minimum information required.

For the BAFO, discussed in Section 8.5, respondents will subsequently provide a completed Development Agreement which will address the conditions that must be satisfied by the City and team prior to closing as well as the Contract if revised.

At the following link are City drafted development agreements and Contract that might be used as format for submission: <https://www.dropbox.com/sh/vmhlardgi3c4e20/AADpr-YzAeVsGwl84OPsUGaNa?dl=0>

Section 11.0 Requirements for Plan or Project Modifications, the Financial Analysis, Draft Real Estate Contract, and Draft Development Agreement

The process by which the BAFO will be delivered to the City has been described in Section 8.5. This process involves initial negotiations followed by an opportunity to make project or team modifications that will likely be reflected in the Financial Response and the Real Estate Contract, with each of these items further codified in the Development Agreement. With the exceptions described in this section, any changes to previously submitted materials that may accompany the Financial Response should follow the format of the respective tabs described in Section 10.0.

The Financial Response consists of the respondent's detailed financial analysis, the draft Contract identifying the price of the affected real property and the completed draft Development Agreement. These items will be viewed and scored collectively as the Financial Response which, in conjunction the respondent's plans and other terms, will be considered the basis of a BAFO.

11.1 The Project's Economic and Financial Information Comprise the First Part of the Financial Response.

The information required here is substantially more detailed in terms of reconciling sources and uses of funds and the continued development and operation of the proposed concept over a ten year period. The financial modeling and analysis inserted should be as comprehensive and detailed as possible to informatively distinguish phasing, timing, and land uses. The submitted material should include details sufficient to understand the final monetary and economic offer proposed and is likely to include:

1. Copies of financial models addressing the relevant financial projections for each programmed land use that delineate phasing, development, lease-up and stabilization extending for a period of ten years.
2. Detailed assumptions about the project's hard and soft costs across each land use and phase for ten years.
3. The financial analysis must allow reviewers to isolate public and private elements of cost and revenues as if, conceptually, they were being funded or financed separately. The analysis must include a capital financing plan that identifies financing sources by phase of project as these were outlined in TAB 8.
4. Sources and uses of funds as they are associated with the above analyses and assumptions, consistent with the information provided in TAB 8.
5. Timing, nature and amount of developer contributions for each phase of the project as may have been outlined in TAB 8.
6. The developer's financing Response must be accompanied by a letter(s) of preliminary commitment addressing the particular construction and permanent financing approaches likely to be employed and expectations regarding the sources of proposer capital and/or credit support for proposer capital or security to support proposer assurances.
7. If assistance is required to support the concept, that support must be demonstrated in the form of desired Internal Rate of Return ("IRR"), evidence of excessive development costs related to meeting City design or use objectives, or other measures deemed suitable for this purpose and tied to any financial analysis being submitted.

11.2 The Contract Comprises the Second Part of the Financial Response.

The purchase price will be the price proposed in the selected Developer's Real Estate Contract.

11.3 The completed draft Development Agreement comprises the third part of the Financial Response.

The Development Agreement is effectively a detailed blueprint for codifying a pathway and timetable that the property will be developed as proposed.

Respondent's draft Development Agreement should create a coordinated framework for project implementation which articulates the timely design, construction and development of the project. Accordingly, the document should provide a development and phasing schedule consistent with other representations that will obligate the Developer to certain objectives, target completions, provide assurances from the Developer of those completions, and stipulate remedies in the event of failure to meet the schedule. It is assumed the Development Agreement will identify and create the legal entity for purposes of satisfying the agreement. It must include an estimated project schedule that specifies key development and financial milestones such as obtaining construction and permanent financing, design and construction commencement and completion, marketing and sale/pre-leasing activities, and project opening.

The City expects there will be a time certain within which a certain level of private improvements must be funded, financed and constructed by the Developer on the property and that failure to meet said schedule may result in the forfeit of certain rights, the loss of certain financial or participatory support of the City or other penalties. Similarly, the City should expect to be held to certain standards of performance. The Development Agreement will require the Developer to provide firm financial commitments for the initial phase of the project. It will further specify the roles, responsibilities and obligations of the parties with respect to securing all required permits, approvals and sources of funds from public sources, if any. The Development Agreement will define all other obligations, roles and responsibilities of each party to the Agreement. The document almost certainly must acknowledge any environmental responsibilities and obligations.

The Developer's concept plan and the corresponding development timeframe for all parcels used in any plan will be incorporated by reference in the Development Agreement. Specific assurances for completion of various aspects of the project or program could take different forms depending on the nature of the project. For example, the assurances might be anchor tenant commitments for a retail or restaurant component by a date certain.

It is assumed that the Development Agreement will be signed by all parties no later than 210 days after the selected Developer is ratified.

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Section 12.0 Schedule

	Milestones	Required Deposit and Conditions	Date
1.0	Release of ITN	NA	December 21, 2016
2.0	Discussion Sessions [Round 1 of Negotiations]	NA	Jan. 25, 2017
3.0	Deadline for requests for ITN clarification and questions	NA	Feb. 2, 2017
4.0	Questions responded to by City as addendum if necessary	NA	Feb. 16, 2017
5.0	Deadline for submission of Response with brief outline of Financing	\$10,000 deposit (refundable with interest if not selected; hard deposit if development agreement is executed)	March 16, 2017
6.0	Subsequent Negotiation Meeting [Round 2]	NA	Week: April 3, 2017
7.0	Deadline for Revision of Response and submittal of Financial and Contractual Detail	NA	April 27, 2017
8.0	Evaluation Committee Review Period	NA	Week: May 1, 2017
9.0	Scheduled Developer Presentations	NA	Week: May 8, 2017
10.0	Ratification of Evaluation Committee Recommendation by City Commission	NA	June 2017
11.0	Second Deposit for Selected Developer	\$25,000 non-refundable payment (for exclusive right to develop site for up to one year; will be credited to purchase price at closing)	[10 days from 10.0]
12.0	City issues comments to Developer on Development Agreement and Contract	NA	[30 days from 11.0]
13.0	Third Deposit from selected developer	\$65,000 non-refundable payment (for exclusive right to develop site for up to one year; will be credited to purchase price at closing)	[10 days from 12.0]
14.0	Developer Agreement and Contract Executed	Remaining Purchase Payment	January 2018

The City reserves the right to amend milestone dates.

Section 13.0 Response Deadline

Costs for developing a Response to the Invitation to Negotiate are the sole obligation of the respondent.

Responses must be delivered to the Gainesville Regional Utilities at the address below no later than 2:00 P.M. EST on March 16, 2017. Late Responses will be rejected. Failure to comply with this, or any other paragraph of the Invitation to Negotiate, shall be sufficient reason for rejection of the Response.

Please **send eight (8) copies** (binders) of the Response, plus one electronic version, in a shipping/ mailing container(s) and **mark the container(s) as follows**:

Power District Redevelopment

Please address the shipping/ mailing container(s) as follows:

Elizabeth Mattke, C.P.M., CPPO, Senior Buyer
GRU Administrative Building
301 SE 4th Avenue
Gainesville, Florida 32601

The front of each copy of the Response shall contain the following information for proper identification:

- A. The name and address of the proposer
- B. The word "Response" and the ITN number
- C. The time/date specified for receipt of Responses

ALL RESPONSES MUST BE RECORDED (CLOCKED-IN) IN GRU OFFICE OF THE PURCHASING DEPARTMENT ON OR BEFORE THE TIME AND DATE INDICATED ON THE ITN DOCUMENT.

The responsibility for submitting the Response to the Purchasing Department on or before the above stated time and date is solely that of the proposer. The City will in no way be responsible for delays in mail delivery or delays caused by any other occurrence. LATE RESPONSES WILL NOT BE ACCEPTED.

All Responses must be in writing. Non-responsive Responses may not be considered. The signer of the Response must declare the Response is in all respects fair and in good faith without collusion or fraud and that the signer of the Response has the authority to bind the principal respondent.

The City shall not be liable for any costs incurred prior to entering into a contract. Therefore, all respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

Section 14.0 Contract Award

1. The City reserves the right to incorporate the successful firm's Response into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.
2. The selected firm will be required to assume responsibility for all offers made in the Response. The City will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment of any or all fees, charges, etc.
3. Proposers will be notified as to which team(s) has/have been selected to enter into negotiations by the GRU Purchasing Representative.

Section 15.0 Right Of Rejection

The City reserves the right to waive any informality in any Response, to reject any or all Responses in whole or in part, with or without cause, and/or to accept the Response that in its judgment will be in the best interest of the City and its citizens.

Section 16.0 Confidentiality - Read Carefully

By submitting a proposal in response to this solicitation, a respondent acknowledges that the City is a governmental entity subject to the Florida Public Records Law. The respondent further acknowledges that any materials or documents provided to the City may be "public records" as defined by Section 119.011(12), Florida Statutes and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by applicable law. Should a respondent provide the City with any materials which it believes, in good faith, contain information which would be confidential or exempt information as provided by Florida Statutes, respondent shall, on each affected page, designate said information as "confidential" or "trade secret," and shall provide the City with the relevant statutory citations for the exemption.

Respondent shall submit to the City both the required completed ten copies of such material as well as an eleventh edited copy in which the confidential information on each affected page, and only such confidential information, has been redacted or rendered unreadable. In the event a respondent fails to submit both versions (original and edited) of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof. If the City receives a request for information that is confidential under this paragraph, the City will notify the respondent of said request and allow the respondent two days in which to institute appropriate legal proceedings within Alachua County to enjoin the City from releasing the information. The City will not be liable to respondent for the release or disclosure of any information which release is required or authorized by law or by order of a tribunal of competent jurisdiction.

List of Attachments

- A. Permission to check bank, professional or other references
- B. Respondent's Certification

ATTACHMENT A

BANK REFERENCE AUTHORIZATION FORM FOR EACH RELEVANT ACCOUNT

I _____ authorize you to release without liability or limitation all banking, credit, or financial information and any associated documents to the City of Gainesville, its Community Redevelopment Agency, or the consultants retained by either for purposes of evaluating my cash resources and/or creditworthiness as these relate to a proposal submitted to the City and Community Redevelopment Agency in which I, my firm, or parties closely related to me anticipate material financial involvement.

Further, I expressly authorize you to answer questions as they might relate to this information and my dealings or relationship with this institution or bank or any other institution or bank about which you may have knowledge.

I understand that this information will be retained as confidential information by the City of Gainesville, its Community Redevelopment Agency, or the consultants.

Name of account holder or Company Name, as applicable

Signature of authorized party
Title _____
Date _____
Bank Name _____
Account Number _____
Appropriate contact person _____
Contact telephone number(s) _____

ATTACHMENT B

SOLICITATION No. 2017-022

RESPONDENT'S CERTIFICATION

NAME OF CORPORATION, PARTNERSHIP, OR INDIVIDUAL: _____

PHYSICAL ADDRESS: _____

FEDERAL IDENTIFICATION #: _____ STATE OF INCORPORATION: _____ (Seal)

I have carefully reviewed this Solicitation including the scope, submission requirements, general information, and the evaluation and award process.

I acknowledge receipt and incorporation of the following addenda, and the cost, if any, of such revisions has been included in the pricing provided.

Addenda ____ through ____ acknowledged (if applicable).

I certify that all information contained in this Response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to execute and submit this Response on behalf of the organization as its agent and that the organization is ready, willing and able to perform if awarded.

I further certify that this Response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, company or corporation submitting an offer for the same product or service; no officer, employee or agent of GCRA, CoG, or GRU owns or will benefit more than 5% from award of this Solicitation; and the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained.

AUTHORIZED SIGNATURE DATE

PRINT NAME TITLE

TELEPHONE NUMBER FAX NUMBER

E-MAIL ADDRESS

WEBSITE

RESPONDENT'S CONTACT
(for additional information)

NAME

TITLE

PHONE

E-MAIL ADDRESS

If Respondent is not an individual, include authorization for the above individual to sign on behalf of the organization.