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Department of Airports
www.pbia.org

REQUEST FOR PROPOSALS

RFP NO. PB 17-3

Palm Beach County Department of Airports
is seeking proposals for:

LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES PALM BEACH INTERNATIONAL AIRPORT

Date issued/available for distribution: January 17, 2017

Proposer shall submit one (1) unbound original and seven (7) hard copies of the complete proposal, which must be received by Department of Airports no later than **Wednesday, March 8, 2017 at 3:30 p.m. local time**. Proposers should also include one (1) electronic copy of the entire proposal in a PDF or similar format. See Section 1.8 of this RFP for mailing instructions.

Mandatory Pre-Proposal Conference: Wednesday, February 8, 2017, at 10:00 a.m. local time. See Section 1.5 of this RFP for the location of the Mandatory Pre-Proposal Conference.

**ENVELOPE MUST BE IDENTIFIED WITH THE
DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER.**

CAUTION

Amendments to this Request for Proposal will be posted on the Palm Beach County Department of Airports website: <http://www.pbia.org> under "Airport Business", "Airport Bids & RFPs" as they are issued. It is the sole responsibility of proposers to routinely check this website for any Amendments that may have been issued prior to the deadline for submission of proposals.

Palm Beach County shall not be responsible for the completeness of any Request for Proposal package not downloaded from this website or purchased directly from the Palm Beach County Department of Airports.

**IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATE FORMAT**

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals ("RFP") is issued by Palm Beach County, a political subdivision of the State of Florida ("County"), by and through its Department of Airports ("Department"). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (See Section 1.9, Contact Person).

1.2 PURPOSE OF THE PROJECT

The County is soliciting proposals from qualified and experienced firms for the lease and development of up to 12.0223± acres (523,692± square feet) of unimproved land (the "Property") located at the Palm Beach International Airport ("Airport" or "PBI") for commercial purposes.

The Department's goals for this RFP are to provide for:

- The development and operation of compatible commercial activities on the Property desired by Airport passengers, customers and employees;
- Revenues to the County commensurate with the opportunity offered;
- The provision of amenities, goods and services desired by Airport passengers, customers and employees; and
- Excellent customer service.

1.3 INTRODUCTION

The Airport is owned by the County and operated by the Department. Located along the southeast coast of Florida, Palm Beach County is the largest county east of the Mississippi River.

The Airport is classified as a medium hub airport. The Airport is located approximately two and one-half (2.5) miles from downtown West Palm Beach and three and one-half (3.5) miles west of Palm Beach. The Airport has three (3) active runways; the longest runway is ten thousand eight feet (10,008'). Facilities at the Airport are capable of supporting a full range of commercial and general aviation aircraft. The Airport serves a mix of personal, leisure, and business-related travel.

The McCampbell Terminal Building ("Terminal") is a three-level commercial passenger terminal, which opened in 1988. The Terminal has two (2) second level concourses, accommodating twenty eight (28) aircraft parking gates, and a ground level commuter concourse.

Several domestic and international airlines currently serve the Airport with scheduled commercial flights arriving and departing daily. Commercial air carriers that offer service from the Airport include Air Canada, American, Delta, JetBlue, Frontier, Southwest, United, Spirit, BahamasAir, Silver Airways, Sun Country and WestJet. The Airport serves more than six (6) million commercial passengers annually. The Airport also consistently ranks in the top five (5) for the busiest airports servicing private aircraft/general aviation in the United States. Detailed historical passenger statistics can be accessed on the Department's website at <http://www.pbia.org/business/reports/>.

1.4 OPPORTUNITY OFFERED

The Property being offered consists of approximately 12.0223± acres (523,692± square feet) unimproved land conveniently located near the main entrance of the Airport. The Property is in close proximity to downtown West Palm Beach, CityPlace and the Palm Beach County Convention Center and has excellent access to and visibility from Belvedere Road and Australian Avenue. More than 30,000 vehicles travel on Australian Avenue each day. The Property also has direct access from I-95 and the internal Airport roadways. A location map, conceptual site plan and survey are attached to this RFP as Attachments "1" through "3".

An on-Airport travel plaza is located on the western side of Florida Mango Road, which includes a gas station, convenience store, fast food restaurant and co-located Airport cell phone parking lot. The Department is currently in negotiations for the development of a 120 room hotel on approximately three (3) acres of property located to the south of the Property.

The Property is under the municipal jurisdiction of City of West Palm Beach. This Property has a Future Land Use Designation of C-Commercial, and a zoning designation of GC-General Commercial. Additional information regarding the entitlement process can be found in Attachment "4" to this RFP.

Proposers may elect to lease up to 12.0223± acres (523,692± square feet) of unimproved ground, for the lease and development of commercial uses compatible with the operation of the Airport, such as retail, restaurant or office purposes. As a minimum requirement to respond, Proposers must lease no less than five (5) acres (217,800 square feet) of unimproved ground. The maximum lease term, including any renewal terms, shall be no more than fifty (50) years from the Date of Beneficial Occupancy as defined in Attachment "9" of this RFP.

In the event Proposer satisfies the minimum requirements of this RFP, Proposers may also elect to propose an option to lease all or a portion of the remaining Property. The term of any proposed lease option shall not exceed a period of six (6) consecutive months.

Proposals for use of the Property for residential purposes, hotel, "Airport" parking facilities, ground transportation operations, rental car facilities, or any other use

determined to be incompatible with the Airport will not be considered for this opportunity.

The County anticipates completing the design and construction of additional off-site roadway/driveway improvements along the southern boundary of the Property to provide improved access to the Property as generally depicted in the attached conceptual site plan and to extend electric and communications duct banks and water and sanitary sewer to the boundary of the Property.

A title review of the Property was conducted and no significant encumbrances were identified. A copy of the title commitment can be found in Attachment "5" to this RFP.

Environmental Assessments of the Property were conducted recently. No significant environmental conditions were identified within the boundaries of the Property being offered. Environmental Assessments may be found in Attachment "6" to this RFP.

Utility maps and information regarding maximum structure heights is attached to this RFP as Attachment "7" to this RFP. The maximum horizontal surface elevation shall not exceed 169' (NAVD 88). Based on a minimum finished floor elevation of 14.53', the maximum structure height would be 154.47'

1.5 MANDATORY PRE-PROPOSAL CONFERENCE

All proposers are **required** to have a representative attend a Mandatory Pre-Proposal Conference, which will be held at the Department of Airports' Administrative Offices, Main Conference Room, 846 Palm Beach International Airport, West Palm Beach, Florida 33406-1470, on **Wednesday, February 8, 2017, 10:00 a.m. local time**. Attendance by a representative of proposer's Development Team (See Section 3.3.2) at the Mandatory Pre-Proposal Conference such as architectural and engineering firm(s), general contractor and project manager will also satisfy the requirement for attendance at the Mandatory Pre-Proposal Conference.

Please note that the Administrative Offices of the Department of Airports are **NOT** located in the McCampbell Terminal Building. Directions to the Department of Airports' Administrative Offices are available upon request.

At this time, a County representative will be available to answer questions relative to this Request for Proposals; however, proposers should not rely on any oral representations, statements or explanations other than those made in this RFP or a formal Amendment to this RFP. Any questions or comments arising subsequent to the Mandatory Pre-Proposal Conference must be presented, in writing, to the Contact Person (See Section 1.9) prior to the date and time stated in the Timetable (See Section 1.7).

A PROPOSER'S FAILURE TO ATTEND THIS CONFERENCE SHALL RESULT IN DISQUALIFICATION OF ITS PROPOSAL. All proposers shall be required to sign an

attendance sheet, which will be collected at the end of the Mandatory Pre-Proposal Conference. Those arriving after the attendance sheet has been collected shall be considered as not in attendance for purposes of the Mandatory Pre-Proposal Conference. In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days notice.

1.6 QUALIFICATION OF PROPOSERS

All proposers to this RFP shall have demonstrated experience in the lease and development of similar projects and shall meet all criteria/requirements identified in this RFP.

1.7 TIMETABLE

The anticipated schedule and deadline for this RFP and approval of the Lease is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: January 17, 2017, at: http://www.pbia.org under "Airport Business", "Airport Bids & RFPs"
Mandatory Pre-Proposal Conference	At 10:00 a.m. local time, on Wednesday, February 8, 2017, in the Main Conference Room, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470
Deadline for Submission of Written Comments/Questions	At 10:00 a.m. local time, on Friday, February 17, 2017, to the Contact Person listed in Section 1.9.
Deadline for Submission of Proposals	At 3:30 p.m. local time, on Wednesday, March 8, 2017, at the Reception Desk, Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406-1470
Selection Committee Meeting(s) and Oral Presentations (if conducted)	To be determined
Award Date	To be determined

Note: The Department reserves the right to alter the dates and/or times set forth above at the Department's sole and absolute discretion.

1.8 PROPOSAL SUBMISSION

All proposals must be submitted on 8½ x 11 inch paper. One (1) unbound original and seven (7) hard copies of the complete proposal must be received by the Department no later than **3:30 p.m. local time on Wednesday, March 8, 2017**. Proposers should also submit an electronic copy of the proposal on CD or flash drive in PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The

proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone No.

Palm Beach County
Board of County Commissioners
Palm Beach County Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470

RFP No.: PB 17-3

Title: Lease and Development of Vacant
Land for Commercial Uses
Palm Beach International Airport

Due Date: March 8, 2017

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the County.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Proposal Response Form (Appendix "A") must be signed by an officer of the proposing entity or other authorized person ("Authorized Person").

The submission of a signed proposal by a proposer will be considered by the County as constituting a legal offer by the proposer to provide the services required by this RFP at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

1.9 CONTACT PERSON

The primary contact person for this RFP is:

Ray Walter, Properties Director
Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Telephone: (561) 471-7429
Fax No.: (561) 471-7427
E-mail: jrwalter@pbia.org

The secondary contact person for this RFP is:

Laura Beebe, Deputy Director
Department of Airports
846 Palm Beach International Airport
West Palm Beach, FL 33406-1470
Telephone: (561) 471-7403
Fax No.: (561) 471-7427
E-mail: lmbeebe@pbia.org

The primary contact person and secondary contract person shall hereinafter be collectively referred to as the "Contact Person". Notwithstanding any provision of this RFP to the contrary, including, but not limited to Section 1.10, Cone of Silence below, proposers are advised that from the date of release of this RFP until award of the Lease, NO contact with Department staff (other than the Contact Person) is permitted, except as authorized by the Contact Person or as otherwise authorized or contemplated by this RFP as a part of the solicitation process (e.g., submission of questions, contract negotiations, pre-proposal conferences, site inspections, etc...). NO contact is permitted with designated Selection Committee members concerning this RFP from the date of release of this RFP until the award of the Lease, except at the public selection committee meeting(s).

1.10 CONE OF SILENCE

Proposers are advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a proposer or anyone representing the proposer from communicating with any County Commissioner, County Commissioners' Staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this Lease regarding its proposal, i.e., a "Cone of Silence".

The "Cone of Silence" is in effect from the date/time of the deadline for submission of the proposal, and terminates at the time that the Board of County Commissioners, or a County Department authorized to act on their behalf, awards or approves a Lease, rejects all proposals, or otherwise takes action which ends the solicitation process.

Proposers may, however, contact any County Commissioner, County Commissioners' Staff, or any County Employee authorized to act on behalf of the Board of County Commissioners to award this Lease via written communication, i.e., fax, e-mail or U.S. Mail.

Violations of the "Cone of Silence" are punishable by a fine of \$250.00 per violation.

1.11 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail or U.S. Mail, no later than **10:00 a.m. local time, on Friday, Friday, February 17, 2017**, to the address listed in the RFP Timetable (See Section 1.7) or fax number or e-mail address listed for the Contact Person (See Section 1.9) above. The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this RFP, when deemed necessary by the County, will be completed only by written Amendment(s) issued prior to the deadline for submission of proposals. Proposers should not rely on any representations, statements or explanation other than those made in this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on the Palm Beach County Department of Airports' website: <http://www.pbia.org> under "Airport Business", "Airport Bids & RFPs" as they are issued. It is the sole responsibility of proposers to routinely check this website for any Amendments that may have been issued prior to the deadline for submission of proposals. Palm Beach County shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department.

It is the proposer's sole responsibility to assure receipt of all Amendments. The proposer should verify with the designated Contact Person (See Section 1.9) that proposer has received all Amendments to this RFP prior to submission of its proposal.

1.12 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the County relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the County is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The County shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not

be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the Lease, the Airport, its future plans and operational conditions, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

2.2 MODIFIED PROPOSALS

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (See Section 1.7). The County will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the deadline for submission of proposals specified in the RFP Timetable (See Section 1.7) will not be accepted unless the Lease has been awarded to another proposer or no award has been made within ninety (90) days after the deadline for submission of proposals.

Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a Lease is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (See Section 1.7) shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the County, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Board may reject any proposal prior to award.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 NEGOTIATIONS

The County may award a Lease on the basis of the initial proposals received without further negotiation. Therefore, each submitted proposal should contain the proposer's best offer.

2.9 RIGHT TO PROTEST

For purposes of this RFP, the term "Purchasing Code" shall mean Chapter 2, Article III, Division 2, Part A, of the Palm Beach County Code. Section 2-55 of the Purchasing Code is hereby incorporated into this RFP by reference ("Protest Procedures"). The County has elected to utilize the Protest Procedures set forth in the Purchasing Code for this RFP. By responding to this RFP, all proposers agree that the Protest Procedures set forth in the Purchasing Code are applicable to this RFP and shall comply with said procedures.

Any proposer may protest any recommendations for award of the Lease in accordance with Protest Procedures by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Intent to Award. Protests must be submitted in writing, addressed to the Director of Purchasing at the Palm Beach County Purchasing Department, 50 South Military Trail, Suite 110, West Palm Beach, FL 33415 and delivered via hand delivery, mail or fax to (561) 242-6705.

2.10 PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Pursuant to Palm Beach County Code, Section 2-421 - 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

2.11 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

2.12 EXCEPTIONS TO THE LEASE

Proposers should generally identify any proposed exceptions to the Lease (See Attachment "9") for purposes of negotiation of lease terms with the selected Proposer. The County is under no obligation whatsoever to accept any proposed exceptions. Proposers should not propose modifications to any of the minimum requirements of this RFP.

2.13 SELECTION PROCESS

2.13.1 Evaluation of Proposals

- a. Determination of Responsiveness. All proposals timely received will be opened internally by the Department. A list of proposers that have submitted proposals in response to this RFP will be recorded. Each proposal will be evaluated by the Department for responsiveness in accordance with Section 2-54 of the Purchasing Code. A responsive proposal is one which has been signed, has been submitted by the specified submission time and conforms to the requirements of this RFP. Failure to provide the information required to be submitted with the proposal (as stated in Section 3) is considered sufficient cause to deem a proposal non-responsive. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a proposal, especially information relating to establishing financial/business stability. Proposers, who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.
- b. Selection Committee Meeting/Oral Presentations. The Selection Committee shall meet to evaluate all responsive proposals. Each proposer may be required to make an oral presentation to the Selection Committee and will be allowed a maximum of fifteen (15) minutes to make its presentation. Oral presentations shall be limited to clarifying and further detailing the content of the written proposal

submitted and to providing answers to the Selection Committee's questions. The Selection Committee will not consider new or alternative proposals made during oral presentations; therefore, each written proposal submitted should contain the proposer's best offer. In the event only one (1) responsive, responsible proposal is received, there will be no Selection Committee, and the Department, in its sole and absolute discretion, may elect to negotiate with the only proposer or cancel this RFP process.

- c. Raw Scoring/Individual Selection Committee Member Ranking. The Selection Committee will evaluate and score each proposal by reviewing the proposal against the selection criteria set forth in Attachment "8" to this RFP, Selection Criteria/Scoring Instructions. Selection Committee members may not assign equal total scores to proposals (i.e., each proposal must be assigned a varying number of total points). Each Selection Committee member shall rank the proposals based upon the total score assigned to each proposal by such member. The proposal with the highest total score will be ranked first (1st) by each member, the proposal with the next highest score will be ranked second (2nd) by each member and so on until all proposals have been ranked.

- d. Final Scoring and Ranking. After each Selection Committee member has ranked all of the proposals, the individual Selection Committee members' rankings for each proposal shall be totaled to establish an overall total score for each proposal. The proposal with the lowest total score will be ranked first (1st), the proposal with the next lowest total score will be ranked second (2nd) and so on until all proposals have been ranked.

In the event of a tie, the proposal that received the most first (1st) place rankings from the individual Selection Committee members will receive the higher rank. In the event a tie remains, the proposal with the highest raw score based upon the total number of points assigned by all Selection Committee members will receive the higher rank.

- e. Final Ranking by Selection Committee. After the Selection Committee has established a final ranking for all proposals, the Selection Committee will review the rankings and make its recommendation for award of the Lease to the proposer whose proposal was ranked first (1st) by the Selection Committee.
- f. Rights Reserved. Notwithstanding any provision of this RFP to the contrary, the County, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all, proposals;

commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Board may reject any proposal prior to award.

- 2.13.2 Award Recommendation. The Department will post the award recommendation ("Notice of Intent to Award") at the Department of Airports' Administrative Offices for a period of five (5) business days for review by interested parties. The selected proposer will be notified of the recommendation for award by mail.

To obtain a current posting of Notices of Intent to Award, please visit the Department's website: <http://www.pbia.org> under "Airport Business".

- 2.13.3 Negotiation of Proposed Exceptions. After the posting of the Notice of Intent to Award, the County may elect to enter into negotiations with the selected proposer. If, for any reason, the Lease cannot be awarded to the selected proposer or the County determines, in its sole and absolute discretion, that it is unable to negotiate a Lease with the selected proposer, the County may, in its sole and absolute discretion, elect to cancel the award recommendation and commence negotiations with the next highest ranked proposer, issue a new solicitation or elect to cancel the RFP process in its entirety. In the event the County elects to commence negotiations with the next highest ranked proposer, this process may continue until a Lease has been executed or all proposers have been rejected. Proposers shall not have any rights against the County, its officers, employees or agents arising from negotiations.

- 2.13.4 Execution of Lease. The selected proposer shall deliver a fully executed Lease, and any other documents required by the Lease, to the County in the form negotiated by the County and the selected proposer within ten (10) days of the County's written request, unless this time frame is extended at the sole discretion of the County. In the event the selected proposer fails to deliver the Lease and associated documents as required by this RFP within the prescribed timeframe, the County may, in its sole and absolute discretion, elect to cancel the award recommendation and commence negotiations with the next highest ranked proposer, issue a new solicitation or elect to cancel the procurement process in its entirety. Should the selected proposer fail to execute and deliver the Lease to the County in accordance with the requirements of this RFP, the County may cancel the award recommendation and, if such failure occurs as a result of proposer's bad faith or its failing to comply with the representations in its proposal, the proposer's proposal guarantee shall be forfeited as liquidated damages and the proposal shall be deemed rejected.

2.14 AWARD

The Lease will be presented to the Palm Beach County Board of County Commissioners (the "Board") for consideration upon completion of the selection and negotiation process. The Lease shall not be effective until it is approved by the Board and signed by the parties thereto.

2.15 SELECTION CRITERIA

See Attachment "8", Selection Criteria/Scoring Instructions.

2.16 CONTRACT PROVISIONS (ATTACHMENT "9")

2.16.1 Lease. The selected proposer will be required to execute a contract in a form and substance similar to the attached Example Development Site Lease Agreement (Attachment "9") (hereinafter referred to as the "Lease"), subject to negotiated exceptions. More than one Lease may be negotiated with the selected proposer in the event the Property is proposed to be developed in one or more phases. The form of any proposed option to lease, if any, shall be subject to negotiation with the selected proposer.

2.16.2 Authorization to Sign. In addition to executing the Lease, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Lease is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Lease and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Lease and the notarized statement.

2.17 INSURANCE REQUIREMENTS

It shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage specified in the Lease (Attachment "9").

The selected proposer shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the term of the Lease, insurance coverages and limits (including endorsements) as described in the Lease (Attachment "9"). Failure to maintain the required insurance shall be considered a material default of the Lease. The requirements contained therein, as well as the County's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer under the Lease.

2.18 PERFORMANCE BOND / LETTER OF CREDIT

The selected proposer shall be required to post a deposit with the County equal to three (3) months' fixed rental ("Security Deposit"). The Security Deposit shall serve as security for the payment of all sums due to the County and shall also secure the performance of all obligations of the selected proposer to the County. The Security Deposit shall be either in the form of a clean, irrevocable letter of credit or a surety bond in form and substance satisfactory to the County.

2.19 COMMENCEMENT OF WORK

The County shall have no obligations whatsoever to any proposer by virtue of this RFP or any negotiations conducted hereunder. The County's obligations shall not commence until a Lease is approved and executed by the Board. The County will not be responsible for any work conducted by a proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Lease by the Board.

2.20 NON-DISCRIMINATION

Prior to execution of the Lease, the selected proposer shall submit to County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination requirements of the Lease, as contained in Resolution R-2014-1421, as amended. In the event that the selected proposer does not have a written non-discrimination policy, the selected proposer shall be required to sign a statement affirming their non-discrimination policy conforms to R-2014-1421, as amended.

2.21 DISCLOSURE OF OWNERSHIP INTEREST

Pursuant to a directive by the Board of County Commissioners, the Disclosure of Ownership Interest Affidavit ("DOIA") (Attachment "10") must be completed on behalf of any individual or business entity that seeks to do business with the County when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the County, at its sole discretion, may elect to cancel the recommended award.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT AND CONTENT

- 3.1.1 Format. Proposals should be typed, double spaced and submitted on 8½" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). The electronic copy of the proposal should be submitted on a CD or flash drive in a PDF or similar format. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.
- 3.1.2 Table of Contents. Proposals should contain a Table of Contents. The Table of Contents should outline all of the areas of the proposal in sequential order.
- 3.1.3 Letter of Transmittal. Proposals should contain a Letter of Transmittal addressed to Ray Walter, Properties Director, and should, at a minimum, contain the following:
- a. The RFP number (i.e. RFP No. PB 17-3).
 - b. Identification of proposer, including name address and telephone number.
 - c. The name, title, address, telephone/fax number and e-mail address of proposer's contact person during the period of proposal evaluation.
 - d. The printed name and title and the signature of a person authorized to bind proposer to the terms of the proposal.
- 3.1.4 Technical Proposal. **Proposals must contain all of the documents listed below, each fully completed, signed and notarized, as required.** Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (See Section 1.7); however, if the item(s) marked by an asterisk (*) are omitted, the proposer must submit such item(s) upon request from the County within a time frame specified by the County (normally within two (2) business days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

The County reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the County retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient ability to perform under the Lease.

Notwithstanding these submittal requirements, the County reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the County (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

A set of tabs to identify each section of the proposal should be inserted to facilitate quick reference. Each section of the proposal should be clearly labeled using the paragraph headings set forth below.

3.2 EXPERIENCE, QUALIFICATIONS AND FINANCIAL INFORMATION

Each proposer shall submit an Executive Summary detailing its experience, qualifications, and background in the lease and development of similar projects, which shall include, at a minimum, the following information:

***3.2.1 Description of Business Organization.** Proposer shall include a description of proposer’s business organization (i.e., corporation, LLC, partnership, joint venture or sole proprietorship) along with the following information, depending on the organizational structure:

If a corporation, attach the Articles of Incorporation
If an LLC, attach the Articles of Organization
If a partnership, attach a copy of the Partnership Agreement
If a joint venture, list date of organization, attach a copy of the joint venture agreement, indicate if the joint venture has done business in Florida and where. Include a description of the business organization of each of the joint venture partners, including the organizational documents for each of the joint venture partners (i.e., corporations, attach the Articles of Incorporation for each joint venture partner, etc).
If a sole proprietorship, list all business names under which such proprietor has done business during the last five (5) years, address(es), how long in business, and whether registered or authorized to do business in Florida.

*3.2.2 History of Company. Proposer shall include a brief history of the company. Proposer shall note any changes in company name and ownership structure and any other names under which the company has been doing business. Proposer should note whether or not the company is currently registered to do business in the State of Florida. The selected proposer shall be registered to do business in the State of Florida prior to the effective date of the Lease. Proposer should indicate whether or not it intends to enter into the Lease in the name of proposer or to create a single purpose entity for the purpose of this project. In the event proposer is a joint venture, proposer should provide a history of each entity forming a part of the joint venture.

3.2.3 Experience. Proposer shall submit a detailed statement of its experience, qualifications, and background in the lease and development of similar projects. Proposer's statement should include, at a minimum, a detailed history of proposer's pertinent experience in the lease and development of similar projects within the preceding ten (10) years.

*3.2.4 References. Proposer shall be required to submit a minimum of three (3) references with knowledge of proposer's recent experience in the lease and development of similar projects. Each reference should include the name of the company, contact names, addresses, and telephone/fax numbers. The contact person must have been informed that he or she is being used as a reference and that the County may be calling them. **DO NOT** list persons who will be unable to answer specific questions regarding proposer's experience.

*3.2.5 Credit References. Proposer shall include the names, addresses, and telephone numbers of at least two (2) credit references, including at least one (1) banking reference. In the event proposer is a joint venture, proposer shall provide the required information for each entity forming a part of the joint venture.

*3.2.6 Legal/Contractual History.

- a. Proposer shall provide the name, location and date of any of the proposer's agreements for the lease or development of real property that have been terminated either voluntarily or involuntarily, within the past five (5) years. Proposers shall provide an explanation of the reason(s) for termination and a contact name, address and telephone number of the other contracting party. A contact person shall be someone who has personal knowledge of the contract. The contact person must have been informed that he or she is being used as a reference and that the County may be calling them. **DO NOT** list persons who will be unable to answer specific questions regarding the requirement.

- b. Proposer shall provide a list of any judgments or lawsuits currently pending against the proposer or any lawsuit filed against or judgment offered against proposer within the last ten (10) years. Also list any lawsuits filed by proposer in the last ten (10) years.
- c. Proposer shall provide a written statement declaring whether proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.
- d. In the event proposer is a joint venture, proposer shall provide the required information for each entity forming a part of the joint venture.

*3.2.7 Financial Information. Proposer shall submit **one (1)** of the following:

- a. Balance sheets and income statements for the current fiscal year and prior two (2) fiscal years of operation, prepared in accordance with generally accepted accounting principles and compiled by an independent certified public accountant or notarized by the chief financial officer or owner; **or**
- b. The company's Federal income tax returns for the previous three (3) years as completed and filed with the Federal government. Sole proprietors should provide Schedule C from Form 1040 for the previous three (3) years. The Schedule C's must be accompanied by a statement from an independent certified public accountant or a statement by the chief financial officer or owner, indicating that the Schedules are copies of the ones filed with the 1040; **or**
- c. A statement from an independent certified public accountant attesting to the financial stability of the organization for the current and prior two (2) fiscal years of operation; **or**
- d. A reference letter from the proposer's bank or financial institution indicating the bank's relationship with the proposer and providing a credit reference. At the time of issuance of the reference letter, the bank/financial institution must have a minimum peer group rating that meets or exceeds the threshold levels in at least two (2) of the five (5) approved services as listed below:
 - 1. Thomson Reuters Bank Insight Quarterly Ratings – 50
 - 2. IDC Bank Financial Quarterly Listing – 125
 - 3. Veribanc, Inc. Listing – 3 Star Green Rating
 - 4. Standard & Poor's Listing – Single A

5. Moody's Listing – Single A

The County reserves the right to request additional information considered pertinent to indicate any and all proposer's financial and operational capabilities. Further, the County retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient financial stability to perform the Lease.

3.3 **PROJECT APPROACH**

3.3.1 Description of the Project. Proposer shall provide a detailed description of its approach and methodology for the development, operation, management and maintenance of the project. The project description should include the following:

- a. A detailed description of the proposed uses, the proposed total square footage of each use proposed, including any ancillary uses proposed to be developed on the Property. Proposers may propose to develop the Property in one or more phases.
- c. A conceptual development plan, which should include a conceptual site plan and building renderings (interior and exterior). The conceptual site plan should indicate the location of proposed tenant improvements, including vehicular parking, site lighting, utilities, ingress and egress, etc. In the case where proposer intends to virtually duplicate an existing concept that proposer has developed elsewhere, proposer may substitute pictures or photographs of an existing facilities for the renderings.
- d. A description of any proposed "green" initiatives proposed such as use of solar power, energy efficient lighting or HVAC systems, water-efficient fixtures and/or use of sustainable or recycled building materials, etc.
- e. A proposed construction schedule for each phase of development. Proposer must be capable of completing the first development phase within twenty four (24) months of the effective date of the Lease.
- f. A description of goods and services to be offered to the public.
- g. A detailed development cost estimate, including hard and soft costs.
- h. A detailed financial plan, indicating the sources of funding to be used for tenant improvements.

Note: The acceptance of a proposal by the County shall not constitute approval of the proposer's submitted development plans.

*3.3.2 Development Team. Proposer shall include detailed information regarding the key development team members' relevant experience, education and/or expertise. Key development team members would include the architectural and engineering firm(s), general contractor and project manager for the project.

*3.3.3 Operation & Management. Proposer shall include detailed information regarding the operation and management of the project upon completion of development.

*3.3.4 Marketing. Proposer should include information regarding the methods to be used to market the uses proposed to be located on the Property.

*3.3.5 Financial Pro forma. Proposer shall submit a financial pro forma detailing the following for any additional uses proposed to be developed on the Property for the first (1st) five (5) lease years of the Lease:

- a. Anticipated gross revenues by category;
- b. Expenses by category, including, but not limited to, operating and maintenance expenses, rental to the County, and utilities;
- c. General and administrative costs; and
- d. Debt service.

Proposers shall include in this section data and information indicating the expected rent to be paid to the County and demonstrating that the rental and fees, as proposed, can be supported by the projected revenue stream without sacrificing the quality or service of the operations. Pro formas shall be evaluated by the County for reasonableness, demonstrated understanding of the proposed Lease, viability of the proposed operations and financial offer, and ability to fund the operation.

*3.3.6 Economic Benefits. Proposers should indicate the total number of jobs estimated to be created by the proposed project, if any. Proposers may include information regarding any anticipated economic impacts that may result as a result of the project in this section.

*3.3.7 Exceptions to the Lease (Attachment "9"). Proposers should identify any proposed exceptions to the Lease (See Section 2.12 of RFP) for purposes of negotiation of lease terms with the selected proposer. The County shall have no obligation whatsoever to accept any proposed exceptions.

3.4 **PROPOSAL RESPONSE FORM**

- 3.4.1 **Proposal Response Form.** Proposers must submit the attached Proposal Response Form (Appendix “A”) with their proposals. Proposers should take into consideration the information detailed in this Section prior to completing the Proposal Response Form.
- 3.4.2 **Property Lease Proposal.** Proposers may propose to lease the Property for the development of compatible commercial uses, such as retail, restaurant or office uses.
- a. **Property Size.** The minimum square footage that may be proposed to be leased is 217,800 square feet (5 acres) of unimproved ground. The maximum square footage that may be proposed to be leased is 523,692± square feet (12.0223± acres) unimproved ground. Proposers may propose to develop the Property in one or more phases, which should be detailed in the Project Approach section of the proposal submission.
 - b. **Property Rental.** The minimum initial annual ground rental to be paid to the County for use of the Property shall be no less than \$1.40 per square foot. Proposers may elect to propose percentage rent in addition to ground rental for use of the Property, but are not required to do so. Percentage rent proposals shall be evaluated under the Project Approach criteria. County may require proposers to submit supporting information from an existing facility verifying that the proposed rent can be supported while maintaining reasonable profitability and acceptable service and quality levels.
 - c. **Lease Term.** The proposed term of the Lease, including all renewal term(s), shall not exceed fifty (50) years from the Date of Beneficial Occupancy (as defined in the Lease, see Attachment “9”) to allow the successful proposer sufficient time to recapture its initial investment and obtain a reasonable financial return.
 - d. **Minimum Capital Investment.** Proposers shall include a proposed Minimum Capital Investment for the design and construction of the tenant improvements. The proposed Minimum Capital Investment shall become a lease obligation subject to the limitations set forth in the Lease (See Attachment “9”). No minimum dollar amount is established for the Minimum Capital Investment proposal. Proposers should propose a dollar amount that is reasonable taking into consideration the nature of the tenant improvements proposed to be constructed on the Property.
 - e. **Property Uses.** The Property may be used for the development of compatible commercial uses, such as retail, restaurant or office

purposes. Proposals for use of the Property for residential purposes, hotel, "Airport" parking facilities, ground transportation operations, rental car facilities or other uses determined incompatible with the Airport will not be considered for this opportunity. Proposers may propose to develop the Property in one or more phases. Detailed information regarding the commercial uses proposed, including any phasing proposals, should be submitted under Project Approach as set forth in Section 3.3.

3.4.3 Lease Option. Provided that the proposer satisfies the minimum requirements of this RFP, Proposers may elect to propose an option to lease all or a portion of the remaining Property for an option term not to exceed six (6) consecutive months. The minimum option fee to be paid to the County for the option to lease any portion of the remaining Property shall be no less than \$0.35 per square foot during the option period. Proposers should indicate the proposed option term and uses of the option area. Proposers submitting a proposal for an option to lease must complete Section II of the Proposal Response Form.

3.5 **AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISES (ACDBE) SCHEDULES**

3.5.1 Policy. The requirements of 49 CFR Part 23, regulations of the U.S. Department of Transportation, apply to this RFP. All firms qualifying under this RFP are encouraged to submit proposals. Award of the Lease will be conditioned upon satisfying the requirements of this RFP. These requirements apply to all firms and suppliers, including those who qualify as an Airport Concession Disadvantaged Business Enterprise (ACDBE).

3.5.2 ACDBE Goal. Palm Beach County has established a minimum ACDBE participation goal of **ten percent (10%)**. Proposers shall use good faith efforts to satisfy Palm Beach County's ACDBE participation goal. ACDBE participation counted toward meeting the established ACDBE goal will be determined by the Department of Airports in accordance with 49 CFR Part 23.

*3.5.3 ACDBE Documentation.

- a. Schedule 1 – List of Proposed ACDBE Firms. Prior to award of the Lease, Schedule 1 shall be submitted by the selected proposer and shall contain the names of all ACDBE firms, including prime and subcontractors, suppliers and manufacturers, intended to be used in performance of the Lease. The County reserves the right to confirm the certification status of all ACDBE's proposed to participate in the Lease. This form is attached as Attachment "11" to this RFP.

- b. Schedule 2 – Letter(s) of Intent to Perform as an ACDBE Firm. Prior to the award of the Lease, the selected proposer must submit a Schedule 2 for each ACDBE firm listed on Schedule 1. Schedule 2 must be completed and signed by the proposed ACDBE firm. ACDBE firms shall specify the type of work to be performed and the anticipated percentage of ACDBE participation. Additional sheets may be used as needed. This form is attached as Attachment “11” to this RFP.
- c. Schedule 3 – Demonstration of Good Faith Efforts. If the ACDBE goal is **NOT** proposed to be achieved on the Proposal Response Form (i.e., proposer proposes less than ten percent (10%) ACDBE participation), proposer shall submit Schedule 3 (Appendix “B”) with its proposal along with written documentation of good faith efforts evidencing that proposer took all necessary and reasonable steps to achieve the ACDBE goal even if not fully successful. Documentation should include copies of correspondence, advertisements, telephone logs, e-mails, etc. Efforts such as sending blanket faxes or e-mail messages to all ACDBE firms alone, shall not be considered good faith efforts. In determining whether a proposer has made good faith efforts, the Department may take into account the performance of other proposers in meeting the ACDBE goal. Examples of good faith efforts can be found in Appendix A to 49 CFR Part 26. In the event the proposer is unable to achieve the ACDBE goal, failure of a proposer to submit written evidence of good faith efforts to achieve the ACDBE goal shall result in proposal being deemed non-responsive.

3.5.4 ACDBE Certification. Only those firms certified by the Unified Certification Program for the State of Florida as an **AIRPORT CONCESSION DISADVANTAGED BUSINESS ENTERPRISE** shall be counted toward the established ACDBE goal. Certification by any other program shall not count toward satisfaction of the ACDBE goal. Certification as a DBE alone shall not count toward satisfaction of the ACDBE goal. **IT TAKES UP TO 90 DAYS TO BECOME CERTIFIED AS AN ACDBE BY THE UNIFIED CERTIFICATION PROGRAM.** It is the responsibility of proposers to confirm the certification status of any proposed ACDBE. Information regarding ACDBE certification status may be found through the Florida Department of Transportation Equal Opportunity Office website at: <http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>; or by contacting the Palm Beach County Department of Airports’ DBE Office at (561) 471-7403.

3.6 PROPOSAL GUARANTEE

Proposers must submit as a part of their proposal, a Proposal Guarantee in the amount of Five Thousand Dollars (\$5,000.00). The Proposal Guarantee shall be in the form of a bond issued by a surety or sureties satisfactory to the County, or other acceptable form of Proposal Guarantee, limited to a cashier's check drawn on any state or national bank and made payable to the Palm Beach County Board of County Commissioners. **Failure to submit the required Proposal Guarantee shall result in disqualification of the proposal.** The Proposal Guarantee will be held by the County to secure the obligations which proposer agrees to assume under this RFP. The Proposal Guarantees of non-selected proposers will be returned immediately following execution of the Lease by the Board. The Proposal Guarantee of the selected proposer will not be returned until after execution of the Lease and after the Security Deposit (Surety Bond or Clean Irrevocable Letter of Credit) and certificate(s) of insurance, as required pursuant to the Lease, are received by the County.)

3.7 DRUG FREE WORKPLACE CERTIFICATION

Proposer shall complete the attached Drug Free Workplace Certification (Appendix "C"), and submit it with its proposal.

SECTION 4 SUMMARY OF SELECTED TERMS

4.1 TERM

The proposed term of the Lease (See Attachment "9"), including all renewal term(s), shall not exceed fifty (50) years from the Date of Beneficial Occupancy (as defined in Section 3.01 of the Lease) to allow the successful proposer sufficient time to recapture its initial investment and obtain a reasonable financial return.

4.2 RENTAL

The minimum initial annual rental to be paid to the County for the Property shall be \$1.40 per square foot. Proposers may elect to propose percentage rent in addition to ground rental for the Property, but are not required to do so.

4.3 ASSUMPTIONS

Proposers shall not condition their offers upon any pre-determined level of airline or passenger activity at the Airport. Proposers shall not rely on any representations of the County, either orally or in writing, as to the level of business at the Airport.

4.4 TEMPORARY CONSTRUCTION ACCESS.

Alternative roadway access will be constructed to the site located to the south of the Property. Tenant may be required to maintain/coordinate temporary access across a portion of the Property for the construction of improvements on the site located immediately south of the Property.

Note: Proposers should carefully read the terms and conditions in the Lease (Attachment “9”), prior to preparing their proposals. In the event of a conflict between this Section 4 and the Lease, the terms of the Lease shall control.

SECTION 5 ATTACHMENTS

Attachment "1" - Location Map
Attachment "2" - Conceptual Site Plan
Attachment "3" - Survey
Attachment "4" - Entitlement Information/Process
Attachment "5" - Title Commitment
Attachment "6" - Environmental Assessments
Attachment "7" - Utility Maps/Structure Height Information
Attachment "8" - Selection Criteria/Scoring Instructions
Attachment "9" - Example Development Site Lease Agreement
Attachment "10" - Disclosure of Ownership Interest Form
Attachment "11" - ACDBE Schedules 1 & 2

**THE ATTACHMENTS MAY BE VIEWED OR DOWNLOADED IN THEIR ENTIRETY
AT THE DEPARTMENT OF AIRPORTS' WEBSITE, [WWW.PBIA.ORG](http://www.pbias.org) UNDER
"AIRPORT BUSINESS", "AIRPORT BIDS AND RFPS":**

[HTTP://WWW.PBIA.ORG/BUSINESS/BIDS/](http://www.pbias.org/business/bids/)

SECTION 6 APPENDICES

Appendix "A" – Proposal Response Form

Appendix "B" – ACDBE Schedule 3

Appendix "C" – Drug Free Workplace Certification

Appendix "D" – Proposal Checklist

APPENDIX “A” - PROPOSAL RESPONSE FORM

APPENDIX “A”
LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES
(RFP #PB 17-3)

PROPOSAL RESPONSE FORM

SECTION I. LEASE PROPOSAL		
A. Ground Rental Proposal		
Proposers <u>are required</u> to complete Section I of this Proposal Response Form.		
1. Proposed Square Footage of Property to be leased (not less than 217,800 sq. ft. or more than 523,692 sq. ft.)	2. Initial Ground Rental Rate (not less than \$1.40 per square foot)	3. Proposed Initial Annual Ground Rental (1 x2 = 3)
<div><div></div><div>square feet</div></div>	<div><div>x \$</div><div>per square foot</div></div>	<div><div>= \$</div><div></div></div>
B. Percentage Rent Proposal (Optional)		
<p>Proposers may elect to propose Percentage Rent in addition to Ground Rental for use of the Property, but are not required to do so. Please check the applicable box below. If Percentage Rent is proposed, indicate proposed Percentage Rent on the blank below.</p> <div><div><input type="checkbox"/> No Percentage Rent is proposed.</div><div><input type="checkbox"/> Proposed Percentage Rent: % of annual Gross Revenues.</div></div>		
C. Proposed Lease Term		
<p>Proposer shall indicate the proposed lease term and any renewal term(s) for the Property. The proposed lease term, including all renewal term(s), shall not exceed a total fifty (50) years from the Date of Beneficial Occupancy. Proposers may propose to develop the Property in one or more phases. Detailed information regarding project phasing, if proposed, should be included in the Project Approach section of your proposal. Indicate proposed lease term for the Property on the blank below:</p> <div><div>Proposed Lease Term, including all renewals (in years) :</div><div></div></div>		
D. Proposed Minimum Capital Investment on Additional Property		
<p>Proposer shall indicate the proposed total dollar amount of the Minimum Capital Investment for the design and construction of the tenant improvements to be developed on the Property. No minimum dollar amount is specified by the RFP. Detailed information regarding the tenant improvements should be included in the Project Approach section of your Proposal. Indicate the proposed Minimum Capital Investment amount in the blank below:</p> <div><div>Proposed Minimum Capital Investment: \$</div><div></div></div>		
E. Uses Proposed		
<p>Proposer shall indicate in general terms the commercial uses that are proposed (e.g. restaurant, retail, office, etc.) in the blanks below. Detailed information should be included in the Project Approach section of your proposal.</p> <div><div></div><div></div><div></div><div></div></div>		

Note: All amounts should be stated in number format (e.g.: \$1.40 per square foot; 2% of annual Gross Revenues).

APPENDIX “A”
LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES
(RFP #PB 17-3)

PROPOSAL RESPONSE FORM

SECTION II. OPTION PROPOSAL

Proposers are not required to submit a proposal for an option to lease. In the event a Proposal for an option to lease any portion of the Property is being submitted, proposers must complete this Section II.

If no Lease Option is proposed, please check box below. If a Lease Option is proposed, complete the remainder of Section II.

☐ No Lease Option is proposed.

A. Option Fee Proposal

1. Proposed Option Area Square Footage	2. Option Fee (not less than \$0.35 per square foot)	3. Proposed Lease Option Term (not more than 6 months)	4. Proposed Monthly Option Fee ((1 x 2)/3 = 4)
<div>square feet</div>	<div>\$ per square foot</div>	<div>months</div>	<div>=\$</div>

B. Proposed Uses for Option Area

Proposer shall indicate in general terms the commercial uses that are proposed (e.g. restaurant, retail, office, etc.) in the blanks below.

Note: All amounts should be stated in number format (e.g.: \$0.35 per square foot).

APPENDIX "A"
LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES
(RFP #PB 17-3)

PROPOSAL RESPONSE FORM

By signing this Proposal Response Form, the proposer warrants and represents to County that the following statements are true and correct:

- a. This proposal is current, accurate and complete, and is presented to the County for the performance of the Lease in accordance with the requirements stated in the RFP.
- b. This proposal is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same service and is, in all respects, fair and without collusion or fraud.
- c. Proposer has the financial ability to fully perform the terms and conditions as specified in the RFP and Lease.
- d. Proposer has received and reviewed all Amendments to the RFP.
- e. Proposer understands that County that the County has no obligation whatsoever to accept any proposed exceptions to the Lease.
- f. Proposer understands that proposer may not propose any exceptions to the minimum RFP requirements (see Section 3 of RFP) and failure to satisfy the minimum requirements will result in the proposal being deemed non-responsive.
- g. Proposer understands that failure to submit this Proposal Response Form will be cause for immediate rejection of its entire proposal.

****The signature page that follows must be completed by an Authorized Person (see Section 1.8 of RFP)****

APPENDIX "A"
LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES
(RFP #PB 17-3)

PROPOSAL RESPONSE FORM

Type or print proposer's contact information below:

NAME: _____

TITLE: _____

COMPANY
NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NO.: _____ FAX NO.: _____

E-MAIL ADDRESS: _____

SIGNATURE: _____

You must affix a corporate seal or have the signature on this Proposal Response Form notarized.

(Corp. Seal)

OR

BEFORE me the undersigned authority on this ____ day of _____, 20____ personally appeared _____, who is personally known to me or who has produced _____ as identification and who did not take an oath.

STATE OF _____

COUNTY OF _____

(Signature of Notary)

(Notary's Printed Name)

My Commission Expires: _____

APPENDIX “B” - ACDBE SCHEDULE 3

APPENDIX "B"
LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES
(RFP #PB 17-3)

SCHEDULE 3
DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE ACDBE GOAL

Name of Proposer: _____

The Airport Concession Disadvantaged Business Enterprise (ACDBE) goal for this Lease is **ten percent (10%)**, which will be determined as a percentage of the successful proposer's annual gross revenues and/or total purchases of goods and services under the Lease. The undersigned proposer intends to satisfy the requirements of the RFP related to ACDBE participation in the following manner:

Check (✓) applicable box and fill in blank(s) below:

- ☐ Proposer commits to a minimum of _____ % ACDBE participation.
- ☐ If proposer has determined that proposer will be unable to meet the ACDBE goal established for this Lease of 10%, proposer commits to a minimum of _____ % ACDBE participation on this Lease and will demonstrate its good faith efforts to achieve the established ACDBE goal.

By: _____
Signature

Print Name/Title: _____

Date: _____

The proposer must demonstrate that it has made good faith efforts to achieve participation with ACDBE firms. This requires that the proposer show that it took all necessary and reasonable steps to secure participation by certified ACDBE firms. Mere pro forma efforts will not be considered as a good faith effort. In addition, the ability or desire of the proposer to perform the work with its own organization does not relieve the proposer of the responsibility to make good faith efforts. Efforts, such as sending blanket faxes or e-mail messages, to all ACDBE firms alone shall not be considered a good faith effort. In determining whether a proposer has made good faith efforts, the Department may take into account the performance of other proposers in meeting the ACDBE goal. Actions constituting evidence of good faith efforts are described in more detail in Appendix A to Title 49, Code of Federal Regulations, Part 26. The following actions by proposers are generally considered a sign of good faith effort. This list is not exclusive or exhaustive, but should be used as a guide in determining good faith.

1. Advertisement in general circulation, trade association and minority focus media concerning ACDBE subcontracting opportunities.
2. Written notice to ACDBE firms allowing sufficient time for reply.
3. Following up with ACDBE firms after initial solicitation.
3. Selecting of portions of work likely to be performed by ACDBE firms.
4. Providing ACDBE firms with adequate information for bidding.
5. Negotiation with interested ACDBE firms.
6. Assisting interested ACDBE firms with bonding, insurance or credit.
7. Working with minority contractor groups and minority business assistance offices to identify available ACDBE firms.

IN THE EVENT PROPOSER HAS DETERMINED THAT IT WILL BE UNABLE TO MEET ACDBE GOAL, WRITTEN DOCUMENTATION (SUCH AS COPIES OF CORRESPONDENCE, ADVERTISEMENTS, TELEPHONE LOGS, ETC...) DEMONSTRATING PROPOSER'S GOOD FAITH EFFORTS TO ACHIEVE THE ACDBE PARTICIPATION GOAL SHALL BE ATTACHED TO THIS FORM. FAILURE TO PROVIDE THE REQUESTED DOCUMENTATION SHALL RESULT IN THE RFP BEING DETERMINED NONRESPONSIVE TO THE ACDBE REQUIREMENTS.

APPENDIX “C” - DRUG FREE WORKPLACE CERTIFICATION

APPENDIX "C"
LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES
(RFP #PB 17-3)

DRUG FREE WORKPLACE CERTIFICATION

The undersigned proposer hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Palm Beach County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

APPENDIX "C"
LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES
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- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Proposer Signature)

(Print Proposer Name)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,

by _____ as _____
(Name of person who's signature is being notarized) (Title)

of _____ known to me to be the person described herein, or
(Name of Company)

who produced _____ as identification, and who did/did not take an oath.
(Type of Identification)

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

APPENDIX “D” - PROPOSAL CHECKLIST

APPENDIX “D”
LEASE AND DEVELOPMENT OF VACANT LAND FOR COMMERCIAL USES
(RFP #PB 17-3)

PROPOSAL CHECKLIST

Proposal Documents and Information

- _____ **Letter of Transmittal**
- _____ **Table of Contents**
- _____ **Experience, Qualifications and Financial Information**
 - _____ Description of Business Organization
 - _____ History of Company
 - _____ Experience
 - _____ References
 - _____ Credit References
 - _____ Legal/Contractual History
 - _____ Financial Information
- _____ **Project Approach**
 - _____ Description of Project
 - _____ Development Team
 - _____ Operation/Management
 - _____ Marketing
 - _____ Financial Pro Forma
 - _____ Economic Benefits
 - _____ Exceptions to Lease (Attachment “9”)

Required Appendices & Proposal Guarantee

- _____ Proposal Response Form (Appendix “A”) - Signed by Authorized Representative
- _____ Schedule 3 – Demonstration of Good Faith Efforts (Appendix “B”)
- _____ Drug Free Workplace Certification (Appendix “C”)
- _____ Proposal Guarantee (\$5,000.00)
- _____ Documents Executed in Accordance with the Requirements of the RFP

Proposers are not required to complete or return this checklist. Proposers are advised to verify that all forms are completed correctly, including PDF document forms, and that all required forms are properly executed, where applicable. This checklist is provided solely as a reference for proposers and is not intended to be relied upon as the only information and documentation necessary to submit a responsive proposal to this RFP. This checklist does not, in any way, substitute or replace the requirements of the RFP. In the event of a conflict between this checklist and the RFP, the terms, conditions and requirements of the RFP shall control.