



The City of Ocala is accepting sealed electronic submissions for:

**Aviation Development Opportunities at
Ocala International Airport
Invitation to Negotiate (“ITN”) #: AIR/240166 – A12 North Parcel**

Official copies of all solicitation documents may be obtained via electronic download from the City of Ocala’s e-procurement portal located at: www.bidocala.com.

Copies of documents obtained from any other source are not considered official copies.



Solicitation Issue Date: **NOVEMBER 22, 2023**

Deadline for Questions: **DECEMBER 29, 2023 at 5:00 p.m. (EST)**

All questions or inquiries regarding this solicitation must be submitted via e-mail to the Buyer Contact identified below no later than the deadline set for questions noted above. Any questions received after the deadline will not be considered.

Submission Deadline: **JANUARY 3, 2024 at 2:00 p.m. (EST)**

Sealed electronic submissions shall be accepted via the e-procurement portal up to the submission deadline noted above. Submissions received after the deadline and/or transmitted to the City of Ocala outside of the e-procurement portal shall be rejected.

Buyer Contact: **EILEEN MARQUEZ, BUYER**
E-Mail: emarquez@ocalafl.gov
Phone: (352) 629-8362

**THE CITY OF OCALA RESERVES THE RIGHT TO REJECT ANY AND ALL SUBMISSIONS
INVITATION TO NEGOTIATE NO. AIR/240166
AVIATION DEVELOPMENT OPPORTUNITIES AT OCALA INTERNATIONAL AIRPORT
A12 NORTH PARCEL**

The City of Ocala, Florida (“City”), through this Invitation to Negotiate (“ITN”) is seeking proposals from qualified and interested firms or individuals for expanded development opportunities for facilities or enterprises which will serve or support operations at Ocala International Airport (“OIA”). Resulting developments are required to comply with all Federal Aviation Administration (“FAA”) regulations and Ocala International Airport’s Minimum Standards for Commercial Aeronautical Activities and its Development Standards.

EXHIBITS: Each of the following Exhibits are incorporated into and made a part of this ITN as if fully set forth

- EXHIBIT A:** Parcel Identification Information
- EXHIBIT B:** Airport Layout Plan
- EXHIBIT C:** OIA Minimum Standards
- EXHIBIT D:** OIA Development Standards
- EXHIBIT E:** Sample Ground Lease Terms and Conditions
- EXHIBIT F:** Financial Review Committee Documentation

**SECTION 1
INTRODUCTION TO INVITATION TO NEGOTIATE**

1.1. INTRODUCTION AND BACKGROUND

Ocala International Airport is a nationally ranked, Part 139-certified general aviation airport located approximately 70 miles northwest of downtown Orlando. The airport has two runways, the longest of which measures 7,467 feet long by 150 feet wide with precision approaches (Runway 18/36). Recreational flying, flight training, freight/cargo, and business aviation represent the primary activities at the airport.

A state-of-the-art, 17,500-squarefoot general aviation terminal building was completed in 2020 and is home to OIA’s fixed base operator (FBO), office space, and a restaurant that has been instrumental in attracting members of the public to the airport. Through its four flight school tenants, the airport supports a variety of career training and education opportunities for current and aspiring aviation professionals. Additionally, community events are often hosted at OIA, including the Experimental Aviation Association’s Wings Over Ocala Car and Plane Show, periodic fly-in events, and a 5K run. OCF also serves as a gateway to the area’s renowned equine industry and the recently opened World Equestrian Center, the largest equestrian complex in the United States.

OIA has an aggressive 5-year capital improvement plan with over \$20 million in improvements planned, including a new west side taxiway, an access road to facilitate expanded t-hangar development adjacent the crosswind runway, along with several new privately owned corporate hangars.

1.2. OBJECTIVES OF THIS INVITATION TO NEGOTIATE

(a) The objective of this ITN is to identify and engage a master developer or other qualified firm (hereinafter referred to as the “Developer”) capable and willing to fund, design, develop, and operate a facility or enterprise that will serve or support operations at OIA in compliance with FAA policies and OIA standards.

(b) All construction must adhere to **EXHIBIT D**, OIA Development Standards.

- (c) The City intends to enter into time-limited negotiations with the Developer culminating into a Lease and Development Agreement (“Development Agreement”) securing the long-term lease of the subject property and addressing the parties’ rights and obligations with respect to the development of the subject City-owned property.
- (d) The document attached to this ITN as **EXHIBIT E** is a Sample Ground Lease and Development Agreement. Proposers shall include with their submission a detailed list of any exceptions to the terms and conditions set forth therein. The City reserves the right to accept or reject any or all exceptions at its sole discretion.

1.3. MINIMUM QUALIFICATIONS (PRE-QUALIFICATION REQUIREMENTS)

Responding firms or teams must meet the following standards as they pertain to this ITN:

- (a) Must be legally qualified and properly certified to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent, and qualified to perform the services proposed in response to this ITN under any other applicable laws or regulations.
- (b) Must demonstrate and clearly show in their written proposals that they meet the minimum standards of competency and experience to provide the services outlined in this ITN.
- (c) Must have, and be able to demonstrate, adequate technical resources, financial resources and equipment, or have the ability to obtain and to manage such resources and equipment, as required during the performance period of the proposed contract.
- (d) Must be able to comply with the proposed or required performance schedule.
- (e) Must have a satisfactory record of contractual performance.

1.4. OWNERSHIP, ZONING, AND SITE DISCLOSURES

- (a) **Ownership of the Property.** The parcel associated with this offering is owned by the City of Ocala.
- (b) **Existing Environmental Conditions.** Successful proposer will be responsible for rough grading the site to within 1% slope to existing taxilane access at A12.
- (c) **Zoning and Permitting.** Aviation hangars only.
- (d) **Examination of the Project Site.** Prior to responding to the Solicitation, proposers are responsible for (a) examining the Solicitation thoroughly; (b) visiting the project site to become familiar with local conditions that may affect cost, progress, or performance; (d) studying and carefully correlating proposer’s observations with the Solicitation; and (e) notifying the Buyer Contact of all conflicts, errors, or discrepancies found in the Solicitation.

1.5. PROPOSED PROJECT SCHEDULE

Based on the information currently available to the City, the anticipated schedule to be followed in the selection of a Developer will be as follows:

Milestone	Date*
ITN Release	NOVEMBER 22, 2023
Deadline for ITN clarification and questions	DECEMBER 29, 2023 at 5:00 p.m. (EST)

Deadline for submission	JANUARY 3, 2024 at 2:00 p.m. (EST)
Administrative review of proposals	TBD
Evaluation Committee Meeting and Preliminary Scoring	TBD
Deadline for Completion of Financial Review Committee Review	TBD
Shortlisted Firms – Presentations and Interviews (if required)	TBD
Final Scoring/Ranking and Posting of Recommended Firm	TBD
Development Agreement Negotiations	TBD
City Council Approval Date	TBD
Developer Agreement and Contract Execution	TBD

***The City reserves the right to modify this schedule at any time. These dates may be extended, changed, or updated within the listing at www.bidocala.com. Proposers are responsible for verifying all listing information prior to submitting a response to this solicitation.**

1.6. QUESTIONS AND CLARIFICATIONS

Proposers are encouraged to communicate any questions regarding this ITN by the deadline set forth herein. Questions should be sent in writing via e-mail to the Buyer Contact identified. Questions and answers will be communicated to all proposers by issuing an addendum posted to www.bidocala.com.

END OF SECTION

SECTION 2 SCOPE OF SERVICES AND SPECIFICATIONS

It is expected for the successful firm or team to have advanced skills and significant experience in the design and construction of a high-quality project.

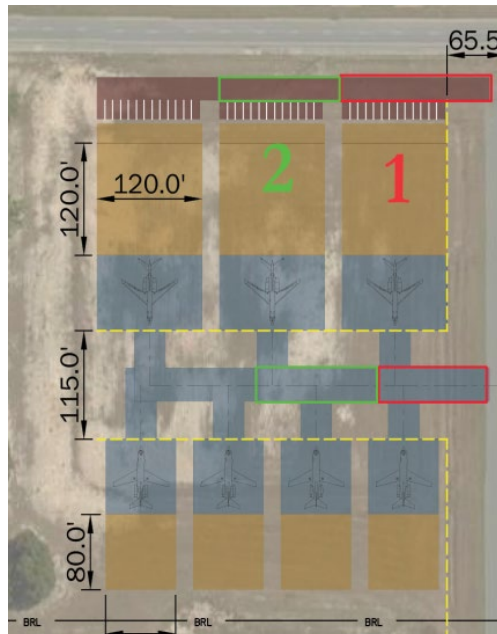
2.1. PROJECT SPECIFICATIONS

The project design and all associated construction documents shall clearly demonstrate compliance with all applicable state and local codes and regulations. The successful firm shall follow the most recent editions of the following codes and standard specifications:

- (a) OIA Minimum Standards attached hereto as **EXHIBIT C** sets forth the minimum qualifications and criteria of an operator engaged in a commercial aeronautical operation at the airport.
- (b) OIA Development Standards attached hereto as **EXHIBIT D** sets forth requirements regarding development performance and aesthetic standards.
- (c) Airport Master Stormwater Plan <https://www.ocalaf1.gov/home/showpublisheddocument/24332>

2.2. PRELIMINARY PROJECT REQUIREMENTS

- (a) **Price Per Square Foot:** The minimum price per square foot is \$0.26 per square foot. Proposals offering less than this minimum price per square foot shall be rejected.
- (b) **Size:** Development must be between five (5) and ten (10) acres in size. This parcel has the capability of hosting one or several corporate style hangars. T-hangars shall not be considered.



- (c) **Construction Material:** Construction shall be of steel beam, concrete block, or tilt wall.
- (d) **Preferred Use/Type:** Any aviation-related use.

- (e) The City reserves the right to make modifications to the foregoing project requirements as necessary.

2.3. **INSURANCE REQUIREMENTS**

- (a) **Commercial Auto Liability.** Awarded firm shall procure and maintain for the life of this agreement commercial auto liability insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage arising out of firm's operations and covering all owned, hired, scheduled, and non-owned automobiles utilized in said operations.
- (b) **Commercial General Liability.** Awarded firm shall procure and maintain for the life of this agreement commercial liability insurance with minimum coverage limits not less than:
 - (1) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for bodily injury, property damage, and personal and advertising injury; and
 - (2) One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate (or project aggregate, if a construction project) for products and completed operations.
 - (3) Policy must include coverage for contractual liability and independent contractors.
- (c) **Workers' Compensation and Employer's Liability.** Awarded firm shall procure and maintain for the life of this agreement adequate workers' compensation and employer's liability insurance covering all of its employees in at least such amounts as required by Chapter 440, Florida Statutes, and all other state and federal workers' compensation laws. Firm shall ensure any and all subcontractors have the required coverage for all of their employees as required by applicable law. Firm shall waive, and shall ensure that its insurance carrier waives, all subrogation rights against the City of Ocala and its officers, employees, and volunteers for all losses or damages.
- (d) **City as Additional Insured and Endorsements.** The City of Ocala shall be named as an Additional Insured and Certificate Holder on all liability policies identified in this section with the exception of Workers' Compensation and Professional Liability policies. Firm's Worker's Compensation policy shall be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or its equivalent. Firm's Commercial General Liability policy shall be endorsed with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liabilities arising out of activities performed by or on behalf of vendor.
- (e) **Other Miscellaneous Insurance Provisions.**
 - (1) These insurance requirements shall not relieve or limit the liability of vendor. City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect vendor's interests or liabilities but are merely minimums. No insurance is provided by the City under any contract to cover firm.
 - (2) No work shall be commenced under any contract until the required Certificate(s) of Insurance have been provided. Work shall not continue after expiration (or cancellation) of the Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided. Insurance written on a "Claims Made" form is not acceptable without consultation with City of Ocala Risk Management.
 - (3) Firm shall arrange for its liability insurance to include, or be endorsed to include, a severability of interests/cross-liability provision so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

END OF SECTION

SECTION 3 PROPOSAL SUBMISSION AND EVALUATION CRITERIA

Proposers shall follow the submittal requirements set forth herein. Responses that do not adhere to the following format or which fail to include the requested information/documents may be considered non-responsive and therefore ineligible for award. The City reserves the right to seek additional/supplemental information as needed.

SUBMITTAL OF PROPOSALS: All proposals must be electronically submitted before 2:00 p.m. (EST) on the listing end date/bid close date identified at www.bidocala.com. Proposals received after this time and date will not be considered. **Proposals may not be submitted by any other means.** The City will not accept proposals sent by U.S. Mail, couriers, fax, or e-mail.

PAGE SIZE AND FORMAT: Proposals shall contain 8 ½" x 11" pages only with a minimum font size of 11 points. There is no page limit for this ITN; however, if there are page limits for specific Sections, it will be noted below.

COVER PAGE: The cover page shall include the title of this ITN along with the proposer's firm name, address, contact person, telephone number, and e-mail address:

3.1. **ORGANIZATION OF PROPOSAL**

Proposers shall follow the submittal requirements set forth herein. Responses that do not adhere to the following format or which fail to include the requested information/documents may be considered non-responsive and therefore ineligible for award. The City reserves the right to seek additional/supplemental information as needed.

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

- (a) **Transmittal Letter.** A transmittal letter must accompany the submittal and must be signed by an individual legally empowered to represent the development firm/team. The transmittal letter should include the following:
- (1) Identification of the individuals authorized to represent the development firm/team in any negotiations, along with their mailing address, phone and fax numbers, and e-mail addresses.
 - (2) A short narrative describing proposer's understanding of the scope of work and a brief summary of proposer's approach and concept of the Project and why the proposer is the most qualified and best choice to be awarded this Project.
 - (3) Specific statement that the proposer has read and understands all procedures and criteria associated with the submittal requirements.
 - (4) Acknowledgement of receipt of this ITN and understanding that all terms and conditions contained herein may be incorporated into a resulting contract.
 - (5) Statement that the individual who will execute the resulting contract shall be authorized to do so as a representative of the team submitting the response.
- (b) **TAB 1 – Project Team Composition, Qualifications, Roles, and Availability.** The emphasis of this section shall be on key personnel that will be committed to the Project and their specific Project roles.

- (1) Provide a brief narrative which provides a general description of the Project team, highlighting the team's qualifications and experience and the team's ability to provide the services detailed in the Solicitation.
- (2) Provide an organizational chart depicting proposer's key personnel that will be committed to the Project. Key personnel must include primary contacts for construction related issues, design related issues, and principal officers that will be involved in the Project. The personnel identified in the organizational chart are expected by City to be utilized for the Project. City reserves the right to disallow substitutions without prior City approval.
- (3) For each key personnel identified, describe their respective role and responsibilities with respect to this Project and provide a resume for each individual depicting education, certifications, professional affiliations, licensure, experience on similar or related projects of this size and scope; and any other unique qualifications.
- (4) Identify and provide qualifications and experience of any sub-contractors, if any, and the resources available to perform the work for the duration of the Project.
- (5) Please also provide:
 - i. The location of the principal office of your firm that will be responsible for overseeing the Project;
 - ii. Florida professional and contractor licenses held by the firm and key personnel who will be assigned to this Project, complete with license numbers and an indication of whether the license is held by the individual or the firm;
 - iii. State which member of the team will provide bonds for the Project. For that team member, provide a statement from AM Best, Inc., indicating a rating of A or better.
 - iv. If proposer is a Minority Business Enterprise certified by the state of Florida, provide a copy of said certification.

(c) **TAB 2 – Experience of the Proposing Firm and Project Team.** Here, proposers should address their specific experience as it relates to the work required for this Project. The evaluation of the proposer and team will in part be based on the nature of their respective experience.

- (1) List at least two (2), but no more than three (3), projects in Florida and the southeastern United States where the firm and/or project team provided similar services in the last five (5) years, whether complete or ongoing. For each project submitted as proof of experience, please identify:
 - i. Project name;
 - ii. Project location;
 - iii. Project description;
 - iv. Owner's name;
 - v. Project initial budget and final budget;
 - vi. Project start date;
 - vii. Number of change orders;
 - viii. Initial and final substantial completion dates;
 - ix. Summary of work actually performed by firm or team; and
 - x. Project reference information (name, title during project, phone, and e-mail)
- (2) Identify all contracts or subcontracts awarded to the firm or team that have been terminated prior to completion within the last five (5) years.

(3) Identify all claims arising from a contract which have resulted in litigation or arbitration within the last five (5) years. Briefly describe the circumstances and outcomes of each.

(d) **TAB 3 – Development Concept.** This is the proper place for graphic materials that demonstrate how the specific plan will tie into local goals and satisfy the general intent of this ITN. It should be as detailed and complete as possible and set forth:

(1) A written description of the proposed development project, noting the overall concept, and its relationship to City goals, guiding principles, and objectives as stated in the ITN.

(2) Identify Proposer's offer for per square foot pricing. The minimum acceptable price per square foot is \$0.26. Offers reflecting pricing less than the minimum will not be considered.

(3) Describe the facility proposed for construction. Specify total number of for sale or rental units, mix of different types, square footage size of units, rent or sales price targets.

(4) Identify any proposed parking facilities to be included in the project including number of parking spaces provided and if facilities can accommodate public parking.

(5) Identify on-site and off-site infrastructure support, and/or utilities requirements.

(6) 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.

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

i. 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.

ii. 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 of OIA.

iii. Respondents should demonstrate how stormwater is integrated throughout all phases of the development process.

(e) **TAB 4 – 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 commercial hangar units and other pertinent information to understanding the positioning of the concept detailed above.

(f) **TAB 5 – 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) Additional financial information shall be requested directly by the City's Financial Review Committee should proposer be selected for further consideration. A document containing a list of this additional financial information attached to this ITN as **EXHIBIT F**. Proposer need not submit this additional financial information with its proposal.
- (g) **TAB 6 – Ground Lease and Development Agreement.** Respondents will provide a general outline of any additional terms and conditions that Respondent would like to be incorporated into the Ground Lease and Development Agreement, as well as any objections to existing terms and conditions.

3.2. EVALUATION CRITERIA AND PROCESS

- (a) **Administrative Review of Proposals.** City Procurement staff shall first review all proposals in detail to make a determination as to the responsiveness of each proposer:
 - (1) A proposal will be deemed responsive where it complies with the requirements as set forth in this solicitation, including the submission of all required documentation in the format outlined by this ITN.
 - (2) If a proposal is found to be inadequate with regard to any of the requirements set forth in this solicitation, the City's Procurement and Contracting Officer, in his/her sole discretion, shall make a determination as to whether or not the deficiency can fairly be corrected or if the proposal should be rejected and found to be non-responsive.
 - (3) Only those proposals found to be responsive shall be submitted to the Selection Committee.
- (b) **Selection Committee Preliminary Review (Pass/Fail).** Preliminary Review shall consist of the evaluation of proposal quality and clarity, as well as the proposer's understanding of the project and design and construction approach on a pass/fail basis. Selection Committee members will individually assess a pass or fail score for each of the evaluation criteria noted below. Proposals that do not receive a majority passing score will be rejected. Proposals receiving a majority passing score will be shortlisted and shall move forward to Financial Review.

PRELIMINARY REVIEW EVALUATION CRITERIA	SCORING (PASS/FAIL)
Proposal Quality Including Clarity and Understanding of Project and Objectives	Pass/Fail
Design and Construction Approach and Process	Pass/Fail

- (c) **Financial Review Committee Review.** A financial review committee consisting of non-voting members will be formed for the purposes of reviewing specific portions of a proposal and requesting specific information and documentation necessary to determine project feasibility with regard to cost, financing, and proposer's financial resources to perform the contract and provide the services. The Financial Review Committee's findings will be provided to the Selection Committee for use in Final Scoring.
- (d) **Selection Committee Final Review.** Selection Committee Final Review shall consist of the evaluation of the proposals received only from those firms shortlisted during Preliminary Review against the evaluation criteria noted below. If oral interviews are determined to be necessary, final scoring will be conducted after the interviews.

FINAL REVIEW EVALUATION CRITERIA	SCORING (100 POINTS)
Development Concept and Compatibility	40

Qualifications and Experience of the Firm and Team Members	40
Financial Ability of Firm and Fiscal Impact to City	20
Total Maximum Points	100

- (e) **Negotiations.** Negotiation meetings will be conducted in Ocala, Florida and the City will distribute instructions and/or agendas in advance of each negotiation session.
- (1) Representatives for each Proposer should plan to be available, without interruptions, for the entirety of the Proposer’s scheduled negotiation meeting. Negotiations will include discussions of the scope of project and development plans to be provided by the Developer until acceptable terms are agreed upon, or it is determined that an acceptable agreement cannot be reached.
 - (2) The Procurement and Contracting Department, along with departmental staff and the City Attorney’s Office shall attempt to negotiate a contract with the highest-ranked vendor under terms and conditions that are fair, competitive, and reasonable.
 - (3) Should the City be unable to negotiate a satisfactory contract with the highest-ranked vendor, negotiations with that vendor shall be terminated and negotiations with the next highest-ranked vendor shall proceed. If negotiations with the next highest-ranked vendor are unsuccessful, negotiations shall be terminated and attempted with the third highest-ranked vendor. This process shall continue until an agreement is reached or until the Procurement and Contracting Officer rejects all proposals and either cancels the solicitation or readvertises for new proposals.
 - (4) 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.
- (f) **Posting the Notice of Intent to Award.** After negotiations are conducted, it shall be the City’s intent to award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the City. The Buyer shall prepare and post a Notice of Intent to Award to The City’s eProcurement system and will request required insurance certificates, performance and payment bids, or other contractual documents from the vendor.
- (g) **Council Approval:** The intent to award and contract shall be submitted as a standalone City Council agenda item. The final negotiated agreement must be determined to be fair, competitive, and reasonable by City Council before formal award.

END OF SECTION