

Request for Proposals for Sale & Development of City-Owned Property

RFP # 24-04 CITY OF AVON PARK

NOTICE: The City of Avon Park hereby gives notice of its intent to seek proposals from interested parties in response to this Request for Proposals for “RFP # 24-04 – Sale & Development of City-Owned Property.” This RFP is for the sale and mixed use-commercial development of the property at 101 W. Main Street.

To be considered, interested respondents must hand deliver or mail in all requested materials by **Wednesday, June 5, 2024** by 2:00 P.M. (EST). All proposals must be sealed and addressed to: City of Avon Park, Purchasing Agent (RFP # 24-04), 110 E. Main Street, Avon Park, FL 33825. (Emailed or faxed submittals will not be accepted).

ALL SUBMITTALS MUST INCLUDE:

- **One (1) original** and **one (1) copy** of the proposal; each marked accordingly as “**original**” or “**copy**.”
- The Response Form (**Appendix B**) and The Affidavit (**Appendix D**).
- Follow the Proposal Organization and Submittal Guidelines (**Appendix C**).
- **One (1)** Flash drive containing all materials submitted in PDF format.

All proposals shall be publicly opened and recorded on Wednesday, June 5, 2024 at 2:00 P.M. (EST). Late submittals will **not** be accepted or considered.

The City of Avon Park reserves the right to accept any response deemed to be in the City’s best interest or to waive any technicality or irregularity in any response. The City may, at any time, reject any or all submittals and re-advertise.

For a copy of the RFP, please visit our website, www.avonpark.city/rfps or email Amogle@avonpark.city. The RFP may also be viewed on www.DemandStar.com.

*All addenda will be posted on the City’s website and on www.DemandStar.com. It is the responsibility of the respondents to check back to the website. Failure to do so may result in rejection of a proposal.

TABLE OF CONTENTS

<u>SECTION 1: PROJECT SUMMARY.....</u>	<u>3</u>
DEVELOPMENT VISION.....	3
<u>SECTION 2: PROJECT INTRODUCTION.....</u>	<u>3</u>
COMMUNITY OVERVIEW.....	3
SITE OVERVIEW.....	4
GENERAL PROJECT COMMENTS / STANDARD CONDITIONS OF APPROVAL.....	5
<u>SECTION 3: PROPOSAL QUESTIONS.....</u>	<u>5</u>
<u>SECTION 4: INQUIRIES.....</u>	<u>6</u>
<u>SECTION 5: DEVELOPER’S RESPONSIBILITIES.....</u>	<u>7</u>
ENTITLEMENTS.....	7
PRE-DEVELOPMENT COSTS.....	7
DEPOSIT.....	8
LEGISLATIVE ACTION.....	8
FINANCING.....	8
CONSTRUCTION.....	8
<u>SECTION 6A: PROPOSAL INSTRUCTIONS.....</u>	<u>9</u>
<u>SECTION 6B: SELECTION PROCESS.....</u>	<u>11</u>
<u>SECTION 7: STANDARD TERMS AND CONDITIONS.....</u>	<u>11</u>
INSURANCE REQUIREMENTS.....	11
INDEMNIFICATION.....	13
INTELLECTUAL PROPERTY.....	14
PUBLIC RECORDS.....	14
ASSIGNMENT.....	17
RFP ADDENDA.....	17
<u>SECTION 8: CONE OF SILENCE & PUBLIC ENTITY CRIMES.....</u>	<u>17</u>
CONE OF SILENCE.....	17
PUBLIC ENTITY CRIMES.....	18
<u>APPENDIX.....</u>	<u>19</u>
APPENDIX A: SAMPLE LIST OF TYPICAL RETAILER TYPES.....	20
APPENDIX B: REQUIRED RESPONSE FORM.....	21
APPENDIX C: PROPOSAL ORGANIZATION AND SUBMITTAL GUIDELINES.....	23
APPENDIX D: AFFIDAVIT.....	25

SECTION 1: PROJECT SUMMARY

The City of Avon Park invites proposals for the purchase and development of a prime real estate parcel on its historic downtown Main Street. The city is seeking development proposals (“Proposals”) from qualified firms (“Developers”) for the opportunity to purchase and develop a 10,000 square foot parcel of City-owned Property (“Property”) located on the corner of W Main Street and S Forest Avenue.

Due to its location on Main Street, and its proximity to US Highway 27, the City considers this Property a significant asset that offers unique commercial development opportunities, which highlight the need for development. Currently the parcel is zoned C-4 Mixed-Use Commercial.

DEVELOPMENT VISION

The complete vision for the Property’s development is still emerging. The overall plan is for a premier mixed-use project that will be a destination that will add to the value of the surrounding neighborhood and add foot traffic that will enhance all local businesses. The vision is to create an activity-based community where local residents and visitors will shop, work and play with a visually attractive environment with connectivity to the historic Mall, Donaldson Park, and the surrounding community.

The City will look at Developer proposals and prioritize them according to aesthetic appearance, market demand for the proposed uses, and the highest economic and financial benefit. The city will consider rezoning to maximize the economic and financial benefits. **Note: All land-use changes will require Planning and Zoning Board and City Council approvals. Accepting a Developer’s proposal does not guarantee the proposed project meets required City standards or will be approved by the City.** The obtaining of said approvals shall be at the sole risk of the proposer. The city will also emphasize the type of retail offerings, architectural design, and thoughtful site planning of the Property. No discount retailers or fast-food drive-thru restaurants will be allowed within the development, and this restriction will be incorporated into a deed restriction. Restaurants defined as fast-casual are permitted. **(Please see Appendix A for examples of fast-casual, lifestyle, and neighborhood retailers). The City will require covenants running with the land to ensure the uses are as mutually agreed for an agreed minimum period of time.**

SECTION 2: PROJECT INTRODUCTION

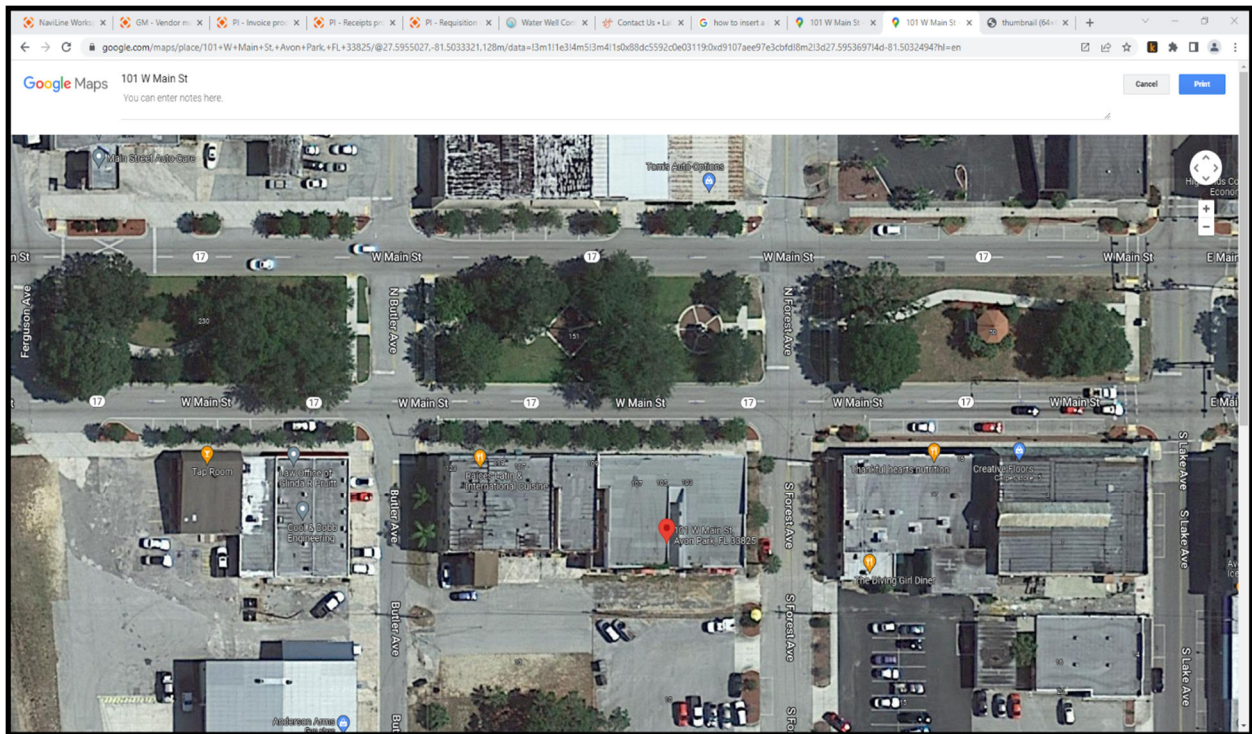
COMMUNITY OVERVIEW

The City of Avon Park is a U.S. historic district located in Highlands County, Florida. It contains 13 historic buildings which run along Main Street from South Delaney Avenue to U.S. 27. It is known as the "City of Charm." Nestled in Central Florida, Avon Park is famous for its citrus and its mile long Mall centered along Main Street. According to the US Census QuickFacts, the

population was estimated at 10,689 as of July 1, 2019. The City is approximately 7.1 square miles in size.

SITE OVERVIEW

The Property is located at 101 W. Main Street in downtown Avon Park. It is within the Main Street Community Redevelopment Agency. The parcel number is A-22-33-28-010-0700-0010. The size of the parcel is 10,000 square feet. The property is the former location of the Wilde Building. The demolition of the Wilde Building is complete and the parcel is currently a shovel-ready empty grass lot.



GENERAL PROJECT COMMENTS / STANDARD OF CONDITIONS OF APPROVAL

The intended outcome of this Request for Proposals (“RFP”) process is to identify a Developer and enter an Exclusive Right to Negotiate Agreement (“ERN”) that will establish terms and conditions and further define the scope, design, general use, and development program for the Project upon which the selected Developer can purchase and develop the Property. The City, at its discretion, could require a public presentation process. The City reserves the right to enter into contract negotiations with the selected Proposer(s). If the City and the Proposer(s) do not agree to the terms of the Purchase and Sale Agreement (sometimes referred to herein as the “Agreement”), then the City may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected, although the City also maintains the right to reject all proposals at any time. No proposer shall have any claims and/or rights against the City arising from such negotiation and/or the qualification process.

During the RFP period, Developers and their employees, agents, or representatives, shall have the right of reasonable access to the Property during regular business hours. Upon reasonable advance notice, to inspect the Property, undertake any necessary testing, and otherwise conduct due diligence to ensure that the Property is suitable for the Developer’s intended use. Notwithstanding anything else in this Request for Proposals, Developer shall defend, indemnify, and hold the City, its employees, officers, and agents, harmless from any injury, property damage, or liability arising out of the exercise by Developer of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the City or its officers, agents, or employees.

SECTION 3: PROPOSAL QUESTIONS

To evaluate the alternatives and assist in the selection of a Developer, the City is requesting development proposals that will help the City finalize its vision and move ahead with the Property’s disposition and development. Proposals must address the following items:

1. Description of the Developer’s proposed project:
 - a. Size in square footage of the proposed buildings and all other uses and spaces.
 - b. Type of use(s) planned (e.g., retail, office, commercial, business park, or mixed-use combination).
 - c. Conceptual design, architectural theme(s), & character imagery.
 - d. Site Plan(s) – macro and micro as needed.
 - e. Proposed retailers, types of retailers, and other tenant-type information.
2. Description of the Developer’s prior experience in developing similar types of projects elsewhere:
 - a. Name and location of project(s)
 - b. Description of project(s)
 - c. Completion date of project(s)

- d. Experience in dealing with other governmental agencies (County, City, or District) developing projects and/or experience in purchasing government property for private development. The Developer shall also describe previous projects in close relation with similar context.
3. Explanation of the role the Developer's company will play in the proposed project and a list of other partners and their roles (if any). A list of the Developer's proposed team for key roles such as general contractor, site planning, engineering, architecture, and other consultants should also be included. Any change to the Developer's proposed team will require the consent of the City, which may be delayed or withheld in the sole discretion of the City for any reason or no reason.
4. The proposed general timeframe for the development of the Developer's proposed project. If multiple components or phases are planned, provide detail on each of the intended phases or components and their respective timeframes.
5. Description of the benefit(s) your proposed project brings to the City including:
 - a. Purchase price offered for the Property.
 - b. Funding sources (funding and/or financing capacity).
 - c. Projected property tax revenues anticipated from the proposed project.
 - d. Projected sales tax and other revenues from the project (if applicable).
 - e. Projected number of direct jobs created.
 - f. Other benefits to the City.
 - g. Market studies showing demand for the proposed uses, a list of potential tenants or "tenant-types," and the intended ownership type(s), ground leases, and leasing programs for the project upon completion.

SECTION 4: INQUIRIES

Please direct all inquiries concerning this RFP to:

City of Avon Park
Attn: Purchasing Agent
110 E. Main Street
Avon Park, FL 33825
Email: Amogle@avonpark.city

All questions will be answered via addenda and will be posted on the City's website and on DemandStar.com. It is the responsibility of the respondents to check back to the website. Failure to do so may result in rejection of a proposal.

SECTION 5: DEVELOPER'S RESPONSIBILITIES

Following Developer selection and execution of an Exclusive Right to Negotiate an Agreement, Developer shall proceed with detailed due diligence, pre-development planning, and pre-entitlement activities while working with the City to negotiate a Purchase and Sale Agreement for the Property.

The city will also perform due diligence as to the financial ability of the Developer to complete the project in a reasonably timely manner, and the Developer will need to agree to provide such financial data.

The City anticipates that the general scope of the successful Developer team's responsibilities would include responsibilities usually handled by developers of like-kind projects, including but not limited to:

ENTITLEMENTS

The Developer shall be responsible for all aspects of the Property's design and approvals, including pre-development planning, environmental review, and site planning. The selected Developer shall be responsible, at its sole cost, expense, and risk for obtaining all land use entitlements and all other governmental approvals required for its proposed development. The selection of a Developer and/or any other purchase negotiations with the City does not constitute the City's approval nor guarantee the Developer's proposed project will be approved by the City or any other governmental agencies.

During the Negotiation Period, the selected Developer shall prepare and process an Initial Study and undertake all other actions required for City approval of the project at the Developer's expense. In addition to the Initial Study, the Developer may, during the Negotiation Period, without any guaranty of approval, therefore, seek the approval of the City of a General Plan amendment, zoning change, and any subdivision entitlements that may be required for the development of the project.

PRE-DEVELOPMENT COSTS

The selected Developer shall bear all pre-development costs and all costs as may be required by the contract to be executed by the parties relating to this project. **All** fees or expenses of engineers, architects, financial consultants, attorneys, planning or other consultants or contractors retained by Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activities or matters relating to the project shall be the sole responsibility of the Developer and no such activity, or matter shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon the City. Notwithstanding Developer's expenditures as set forth above, the City may, at its sole and absolute discretion, at any time, reject any and all, or parts of any and all proposals, re-advertise this solicitation, postpone or

cancel, at any time, this solicitation process, waive any irregularities in this solicitation, or in the proposals received as a result of this solicitation.

DEPOSIT

The selected Developer shall reimburse the City for the actual out-of-pocket costs and expenses incurred (fees for consultants, attorneys, surveyors, engineers, title reports, and appraisal costs) in negotiating and preparing the Purchase and Sale Agreement and fulfilling its obligations under this RFP and the Purchase and Sale Agreement (“Reimbursable Costs”). Developer shall deposit with the City the sum of Thirty-Five Thousand Dollars (\$35,000.00) (“Deposit Funds”) to assure payment, however, any costs incurred by the City over that amount will be invoiced and any remaining amount will be credited to the sale price. In the event that the negotiations do not result in a contract for purchase and sale prior to the full deposit being used for Reimbursable Costs, any unused portion of the deposit will be refunded. Amounts paid to the City for Reimbursable Costs, will not be a credit to the purchase price, closing costs or any other purpose. The Deposit Funds shall be used and applied from time to time by the City to pay itself for the Reimbursable Costs without consent or approval from Proposer.

LEGISLATIVE ACTION

The City and Developer acknowledge that the City must exercise its independent legislative authority in making any and all findings and determinations required of it by law concerning the Parcel. Developer selection does not restrict the legislative authority of the City in any manner whatsoever. It does not obligate the City to enter into the Exclusive Right to Negotiate Agreement, a Purchase and Sale Agreement, or take any course of action with respect to the Property.

FINANCING

The Developer shall be responsible for providing the funding for the project, whether in debt financing, equity, tax credits, incentives, or a combination of these methods. If debt financing is used, no financial risk or credit risk shall be imposed upon or borne by the City.

CONSTRUCTION

The Developer shall be responsible for the construction, and commissioning of the project, including obtaining all permits, fees, and approvals necessary for the Project’s construction and obtaining all final certifications, certificates of occupancy, and all of the final approvals for the project.

SECTION 6A: PROPOSAL INSTRUCTIONS

A complete, concise, and professional response to this RFP will enable the City to evaluate and identify the Developer who will provide the highest benefit to the community and indicate the level of the Developer's experience and commitment to the proposed project. Proposals must demonstrate that the proposed project's approach, design, and financing plan will allow for the project's successful development and delivery.

To be considered, interested respondents must hand deliver or mail in all requested materials by Wednesday, June 5, 2024 by 2:00 P.M. (EST). All proposals must be sealed and addressed to City of Avon Park, ATTN: Purchasing Agent (RFP #24-04), 110 E. Main Street, Avon Park, FL 33825. (Emailed or faxed submittals will not be accepted).

ALL SUBMITTALS MUST INCLUDE:

- **One (1) original and one (1) copy** of the proposal; each marked accordingly as "original" or "copy."
- The Response Form (**Appendix B**) and the Affidavit (**Appendix D**).
- Follow the Proposal Organization and Submittal Guidelines (**Appendix C**).
- **One (1)** Flash drive containing all materials submitted in PDF format.

All proposals shall be publicly opened and recorded on Wednesday, June 5, 2024 at 2:00 00 P.M. (EST). Late submittals will **not** be accepted or considered.

The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals should be no more than thirty pages (inclusive of cover pages, site plans, renderings, back-up, and exhibits). Submittals should include the following items:

- Required Response Form (**Appendix B**) and Affidavit (**Appendix D**)
- Follow the Proposal Organization and Submittal Guidelines (**Appendix C**).
- Detailed information that addresses the following:
 - The Developer's statement of qualifications
 - Financing sources (funding and/or financing capacity)
 - A narrative description that expresses the Developer's understanding of the City's vision for the project's development. The narrative should reflect the respondent's development design, intent, strategy, implementation expertise, and understanding of the scope of work.

- Resumes with related expertise of the specific Developer and any other consultant or subcontractor resumes with relevant expertise and experience.
- Developers shall describe their plan for public outreach and plan to receive input on any potential plans from the residents during the approval process.
- Descriptions for approximately three (3) of the Developer’s recently completed projects that demonstrate the Developer’s:
 - Experience working with municipalities and/or other public agencies to develop either smart retail, business park, commercial, and/or mixed-use projects.
 - Ability to complete projects of a similar size, scope, and purpose in a timely manner.
 - Description of any other completed projects (representative examples of similar types of projects). Include addresses, telephone numbers, and the names of reference contacts for each project. Similar project experience descriptions should be submitted for all key consultants.
- Proposed offer price to purchase the Property.
- Analysis of the proposed job creation potential, market demand, and the economic and financial benefits of various uses proposed for the Property.
- The Developer’s proposed approach for undertaking this development including detailed schedules for both the pre-development entitlements and approvals and the subsequent horizontal and vertical construction.

Standard Statements

- A statement that this RFP shall be incorporated in its entirety as a part of the Developer’s proposal.
- A statement that this RFP and the Developer’s proposal will jointly become part of the “Exclusive Right to Negotiate” (“ERN”) Agreement for this project when the ERN is fully executed by the Developer and the City.
- A statement that the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The City will not be liable for any expenses incurred by Developers responding to this solicitation. The City will retain all material submitted. Based upon the quality and quantity of submissions, the City reserves the right to conduct a Second Round Evaluation with a select number of short-listed proposers.

SECTION 6B: SELECTION PROCESS

A three-person Evaluation Committee (“Committee”) will execute the selection process. Each Committee member will rank the proposals on a scale of 1 to 10 for a perfect score of 30.

Committee members shall take the following components into consideration:

1. Purchase price amount.
2. Architectural Design, Theme, and Conceptual Site Plan(s).
3. Conformance with the ideas, themes, and concepts detailed therein.
4. Quality of submittals as outlined in section 7A (experience with similar projects and abilities).
5. Ability to attract appropriate commercial and retail tenants.
6. Creativity, uniqueness, and compelling ideas.
7. In-person presentations (20 minutes maximum), if requested by the Committee.

After each committee member reviews the submittals and in-person presentations (if any), each member will submit a score for each respondent not to exceed 10 points. Based on the number of respondents (proposers), the Committee reserves the right to “short-list” some developers for advanced discussions. The Committee will then discuss all the proposals to select a Developer for an ITN (Invitation to Negotiate). The Committee also reserves the right to reject all proposals and elect to re-start the process. Further, and for the avoidance of any doubt, the City reserves the right to negotiate any term, condition, specification, or price with selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the City may negotiate with the next ranked Proposer(s) and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. An impasse may be declared by the City at any time. No proposer shall have any claim and/or right against the City arising from such negotiation and/or the qualification process.

This RFP process was designed for respondents to propose ideas and deliver solutions for the Property. The Developer with the best overall development program will be selected for the ITN (Invitation to Negotiate). After the individual scoring, and in the event the Committee cannot agree on a Developer, this RFP may be rendered null and void.

SECTION 7: STANDARD TERMS AND CONDITIONS:

INSURANCE REQUIREMENTS

Unless otherwise stated herein, the following insurance requirements must be met before delivery of goods or services.

- a. Insurance. The Contractor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker’s

Compensation insurance, including Employer Liability insurance described below, or to the extent and in such amounts as required below and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming the City as a named, additional insured, as well as furnishing the City with a certified copy, or copies, of said insurance policies. The policies shall waive any right of subrogation against the City or its insurer and acknowledge coverage for the indemnification provided herein. Certificates of insurance and certified copies of these insurance policies must accompany this signed contract. Said insurance coverages procured by the Contractor as required herein shall be considered, and the Contractor agrees that said insurance coverages it procures as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to the City, and that any other insurance, or self-insurance available to the City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by the Contractor as required herein.

Nothing herein shall be construed to extend the City's liability beyond that provided in section 768.28, Florida Statutes.

Such policy or policies shall be without any deductible amount and shall be issued by approved companies rated at not less than AM Best A+ and authorized to do business in the State of Florida, and having agents upon whom service of process may be made in Highlands County, Florida. Such policy or policies shall name the City and the other parties indemnified hereunder as additional insureds under the Commercial Liability Policy as well as on any Excess Liability Policy coverage.

b. Commercial Liability Insurance. A Commercial Liability Insurance Policy shall be provided which shall contain minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability and shall contain minimum limits of Two Million Dollars (\$2,000,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial Liability Policy, without restrictive endorsements, and must include:

- Premises and/or operations.
- Subcontracted Contractors, if any.
- Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification Contract.
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

c. Business Automobile Liability. Business Automobile Liability shall be provided with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Owned Vehicles, if applicable.
- Hired and Non-Owned Vehicles, if applicable.
- Employers' Non-Ownership, if applicable.

Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with Chapter 440, Florida Statutes, as may be amended from time to time, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

- Employers' Liability with a limit of Five Hundred Thousand Dollars (\$ 500,000.00) each accident.
- Professional Liability shall be provided with minimum limit of One Million Dollars (\$ 1,000,000) per occurrence and Two Million Dollars (\$ 2,000,000) per aggregate.

The Contractor shall furnish to the City Manager a Certificate of Insurance or endorsements evidencing the insurance coverage specified by this Article within fifteen (15) calendar days after notification of award of the Contract. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract. Contractor's failure to provide to the City the Certificates of Insurance or endorsements evidencing the insurance coverage within fifteen (15) calendar days shall provide the basis for the termination of the Contract.

Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of Contractor is completed. All policies must be endorsed to provide the City with at least thirty (30) days' notice of expiration, cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration. If Contractor uses a sub-consultant, Contractor shall ensure that sub-consultant names City as an additional insured.

d. Status of Claim.

The Contractor shall be responsible for keeping the City currently advised as to the status of any claims made for damages against the Contractor resulting from services performed under this Contract. The Contractor shall send notice of claims related to work under this Contract to the City. Copies of the notices shall be sent by fax, hand delivery or regular mail to the addresses stated at the top of this Contract.

INDEMNIFICATION

The Contractor shall indemnify and save harmless The City of Avon Park, its officers, agents and employees from all suits, actions or claims of any character, name and description brought for, or on account of any injuries, deaths or damages received or sustained by any person, persons or property by or from the Contractor, his agents or employees, or by, or in consequence of, any neglect in safeguarding the work or through the use of unacceptable materials in the construction of the improvement, or by, or on account of, any act or omission, neglect, or

misconduct of the Contractor, his agents or employees, or by, or on account of, any claims or amounts recovered for any infringement of patent, trademarks, or copyright or from any claims or amounts arising or recovered under the Workmen's Compensation Law or any other laws, by-laws, ordinances, order or other decree, and so much of the money due to Contractor under any virtue of his contract as shall be considered necessary to the Engineer, may be retained for use of the Owner, or in case of money is due, his Surety shall be held until such suit or lawsuits, action or actions, claim or claims, for injuries, deaths or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the Owner. The Contractor agrees to furnish insurance coverage in the type and amounts stipulated in the Terms and Conditions. Nothing contained herein shall be construed as a waiver of the City's sovereign immunity. This indemnification clause shall survive the termination of this agreement. This indemnification is intended to comply with, and should be construed in conformance with, Section 725.20 FS.

INTELLECTUAL PROPERTY

Any system or documents developed, produced, or provided in response to this RFP, including any intellectual property discovered or developed by Developer in the course of performing or otherwise as a result of its work, shall become the sole Property of the City unless explicitly stated otherwise in the RFP response. The Developer may retain copies of any and all material, including drawings, documents, and specifications, produced by the Developer in the performance of this proposal. The City and the Developer agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without both parties' prior written consent.

CONFIDENTIAL INFORMATION

The Proposer shall not submit any information in response to this RFP which he or she considers to be a trade secret or confidential. The submission of any information to the City pursuant to or in any way in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. If a Proposer submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, then the City shall endeavor to redact and return subject information as quickly as possible, if appropriate. The City will then evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

PUBLIC RECORDS

- a. Contractor shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are

public records under Florida law, as defined in Section 119.011(12), F.S.

Contractor shall keep and maintain public records required to perform the services under this Agreement.

b. This Agreement may be unilaterally canceled by the City for refusal by Contractor to either provide public records to the City upon request, or to allow inspection and copying of all public records made or received by the Contractor in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.

c. If Contractor meets the definition of “contractor” found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:

(1) Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the City. If the City does not possess the requested records, the City shall immediately notify the Contractor of the request, and Contractor must provide the records to the City or allow the records to be inspected or copied within a reasonable time. If Contractor fails to provide the public records to the City within a reasonable time, Contractor may be subject to penalties under s. 119.10, F.S.

(2) Upon request from the City’s custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Contractor shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the City.

(4) Upon completion of the Agreement, Contractor shall transfer, at no cost to City, all public records in possession of Contractor or keep and maintain public records required by the City to perform the services under this Agreement. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is accessible by and compatible with the information technology systems of the City.

D. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS BY TELEPHONE AT (863) 452-4405, BY EMAIL AT cityclerk@avonpark.city, OR AT THE MAILING ADDRESS BELOW:

**City Clerk
City of Avon Park
110 E. Main Street Avon Park, FL 33825**

PROPOSALS RECEIVED

Proposals received will become the Property of the City. Pursuant to Florida Law, all proposals, evaluation documents, and any subsequent contracts will be subject to public disclosure. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any proposal section alleged to contain proprietary information will be identified by the Proposer in boldface text at the top and bottom as "PROPRIETARY." Designating the entire proposal as proprietary is unacceptable and will not be honored. Submission of a proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.

ASSIGNMENT

Developer selection includes consideration of the merits of the firm/team. Assignment of the proposal is discouraged. The City reserves the right to cancel the contract if the contract is assigned without the City's advance written consent.

RFP ADDENDA

The City may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda, and it is the Developer's responsibility to understand and comply with any addenda to this solicitation. Failure to do so may result in a rejection of the proposal.

Addenda will be posted on the City's website (www.avonpark.city) under the "Bids and RFP's" tab. RFP # 24-04.

Please direct all inquiries concerning this RFP to:

City of Avon Park
Attn: Purchasing Agent
110 E. Main Street
Avon Park, FL 33825
Telephone: (863)452-4400 extension 110
Email: Amogle@avonpark.city

SECTION 8: CONE OF SILENCE AND PUBLIC ENTITY CRIMES

CONE OF SILENCE

After the advertisement, a "Cone of Silence" is imposed upon each RFP. The Cone of Silence prohibits any communication regarding RFP's between City Staff, its Consultants, and Elected

Officials, on the one hand, and potential Respondents to the RFP process and any representative thereof on the other hand. The Cone of Silence does not apply to City personnel engaging in communication with parties with existing contracts as long as discussions are not made regarding the RFP.

The Cone of Silence shall not apply to:

1. Verbal communications at pre-bid conferences, if applicable.
2. Verbal presentations before selection of evaluation committees.
3. Public presentations made to the City during any duly noticed public meeting.
4. Written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist, consultant and the City's Purchasing Agent or City employee designated responsible for administering the procurement process of such RFP, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
5. Communications with the City Attorney and their staff.
6. Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time allowed within the RFP.
7. Any emergency procurement of goods or services pursuant to state law.
8. Responses to the City's request for clarification or additional information.
9. Contract negotiations with selected bidder.
10. Communications to enable City staff and its consultants to seek and obtain industry comment or perform market research; provided all communications related thereto are between a potential vendor, service provider, respondent, bidder, lobbyist, or consultant and any member of the City's professional staff, including, but not limited to, the City Manager and its staff.

Violation of the Cone of Silence by a Developer, Developer's representative, or any respondent shall render their proposal void.

PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real Property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity above the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for thirty-six (36) months from the date of being placed on the convicted vendor list. Each proposal must include an Affidavit (**Appendix D**).

APPENDIX

Appendix A: Sample List of Typical Retailer Types

Appendix B: Required Response Form

Appendix C: Proposal Organization and Submittal Guidelines

Appendix D: Affidavit

APPENDIX A: SAMPLE LIST OF TYPICAL RETAILER TYPES

The following information should be used solely as a guide to the types of retail desired within the project. This is only a guide identifying the kinds of retailers the City would like to see incorporated into the commercial development. This is not an endorsement, nor a preference of any specific company or brand as numerous other retailers will collectively combine to create the overall theme for the project. Proposers should have a plan to attract a combination from the categories listed below.

Hard Goods	Soft Goods	Restaurants & Fast Casual	Experiential & Others
<ul style="list-style-type: none"> -Adidas -Apple -Blue Mercury -Carolina Herrera -Crate & Barrell -Everything but Water -GNC -Gift Shops -Gucci -H&M -Jewelry Stores -Lens Crafters -LEGO -LV -Lululemon/Athletica -Pandora -Pottery Barn -Sephora -Sunglass Hut -Victoria’s Secret -Vineyard Vines -Warby Parker -West Elm 	<ul style="list-style-type: none"> -9 Round -Aspen Dental -Banking -Barry’s Bootcamp -Club Pilates -Cycle Bar -Day Spa -Dry Bar/ Blow Bar -FedEx -Hair Salons -HotWorx/Corepower -Kumon -Orange Theory -Other Financial Services -Stretch Zone -Ulta Beauty -Yoga Studios 	<ul style="list-style-type: none"> -Amazon Fresh -Anthony’s Coal Fired Pizza -Bahama Breeze -Bakery -Burger Fi -Ceviche 105 -Cheesecake Factory -Chipotle -Farmers Market -Häagen-Dazs -Houston’s -Kaluz -Ice Cream/Frozen Yogurt -J. Alexanders -Kilwins -Panera Bread -Ruth Chris -Seasons 52 -Seed the Table -Starbucks -Shake Shack -Tap 42 	<ul style="list-style-type: none"> -Andretti Racing -Bowlero -Chicken & Crayola Experience -Escape Room -GameWorks -Pop Stroke -Rock & Brews -Strike 10 -Tesla -Two Bit Circus -Whirly Ball

Additional suggestions: The overall project should be compatible with the surrounding areas and serve local residents, visitors, and the area’s workforce. The retail components should be a combination of family-oriented offerings, experiential offerings, trendy offerings, and traditional neighborhood offerings. **Discount retailers, fast food restaurants, or outlet-type stores should not be included.**

APPENDIX B: REQUIRED RESPONSE FORM

<u>RFP#</u> 24-04	<u>RFP TITLE:</u> Sale and Development of City-Owned Property			<u>RELEASE DATE</u> March 5, 2024
DATE DUE: June 5, 2024	TIME DUE- AT OR BEFORE: 2:00 P.M. (EST)	ORIGINAL HARD COPY PROPOSAL & APPENDIX REQUIRED: 1	PROPOSAL & APPENDIX ADDITIONAL HARD COPIES REQUIRED: 1	COMPLETE ELECTRONIC COPY OF PROPOSAL REQUIRED: 1 SINGLE ADOBE PDF FILE

PROPOSER INFORMATION

PROPOSER'S NAME: _____

STREET ADDRESS: _____

CITY AND STATE: _____

PROPOSER'S TELEPHONE: _____ FAX: _____

CONTACT PERSON: _____

CONTACT ADDRESS: _____

CONTACT TELEPHONE: _____ FAX: _____

CONTACT E-MAIL ADDRESS: _____ COMPANY WEBSITE: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

How were you informed of this solicitation? (please provide media name(s) in blank space):

Website: _____ Newspaper: _____ Other: _____

APPENDIX B: REQUIRED RESPONSE FORM-CONTINUED

PROPOSAL CERTIFICATE

I hereby certify that I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so. Proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto, Proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted. Proposer has not divulged, discussed or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws; all responses, date and information contained in this proposal are true and accurate.

Signature of Proposer's Authorized Principal	Date
--	------

Name of Proposer's Authorized Principal	Title of Proposer's Authorized Principal
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NOTE: Entries must be completed in ink or typewritten.

APPENDIX C: PROPOSAL ORGANIZATION AND SUBMITTAL GUIDELINES

INFORMATION TO BE INCLUDED IN THE SUBMITTAL

In order to maintain comparability and facilitate the review process, it is strongly recommended that Developer's Proposals be organized in the manner specified below. Include all information outlined below in your submittal.

1. **REQUIRED RESPONSE FORM** Include "Appendix B" filled out in its entirety and signed by an authorized representative of the Developer.
2. **COMMITMENT LETTER** Include a letter from the Developer's authorized representative(s) indicating the Developer's commitment to the terms and conditions of the RFP and all subsequent addenda, understanding the scope and nature of the Project, attraction to the opportunity, and the company's ability to execute as proposed.
 - 2.1 Signed by an authorized officer of the company
 - 2.2 Explain in detail why the Developer is interested in the Project and why the company would be the best choice for the City
 - 2.3 Acknowledgment of, and commitment to, the terms and conditions of RFP #24-04 and all subsequent addenda
 - 2.4 Overview of company's qualifications and personnel including:
 - 2.4.1 Company's name, address, and phone number
 - 2.4.2 The date company was established
 - 2.4.3 The size of the organization
 - 2.4.5 The number of years operating under that name and any other firm names, if applicable
 - 2.4.6 List of proposed consultants including architect, engineer, contractors, and others
 - 2.4.7 Identify prior successfully completed development projects and experience with projects of similar size, scale, and budget
3. **TECHNICAL PROPOSAL** Provide a Project concept overview with timeline(s) from contract execution through completion. Provide relevant information regarding the following:
 - 3.1 Overall project theme, architectural design, unique characteristics, and benefits to the City
 - 3.2 Identify proposed uses and high-level market analysis supporting demand for these uses
 - 3.3 Schematic site plans on both a large-scale and detailed level, as needed
 - 3.4 Renderings and/or perspectives of the design concepts
 - 3.5 Concepts and other background for the proposed retail and other commercial offerings, including any creative or innovative ideas for the Project
 - 3.6 Statement regarding the Project's connectivity to the adjacent properties

3.7 Schedules and estimated timelines for the design, approvals, permitting, and construction of the Project (Include a phasing plan if applicable)

4. **FINANCIAL PROPOSAL AND INFORMATION**

4.1 Terms of Offer: Provide a brief term sheet outlining the proposed price, key business terms, and closing conditions

4.2 Approvals: Detail the current status of internal and external approvals both received and outstanding from partners, lenders, equity investors, and others if needed

4.3 Capitalization: Describe Developer's expectations with regards to debt and equity levels, proposed equity sources, availability to obtain debt, and prior transactions with intended capital providers

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APPENDIX D: AFFIDAVIT

**CITY OF AVON PARK
REQUEST FOR PROPOSALS RFP # 24-04**

SINGLE EXECUTION AFFIDAVITS

THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIVE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.

THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:

NAME OF PROPOSING OR
BIDDING ENTITY

INDIVIDUAL'S NAME AND TITLE

FEIN OF PROPOSING OR
BIDDING ENTITY

AMERICANS WITH DISABILITIES ACT COMPLIANCE AFFIDAVIT

The above-named firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC Section 12101 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes.
- The Rehabilitation Act of 1973, 229 USC Section 1612.
- The Federal Transit Act, as amended 49 USC Section 1612.
- The Fair Housing Act, as amended 42 USC Sections 3601-3631.

Proposer Initials

PUBLIC ENTITY CRIMES AFFIDAVIT

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, and partners, shareholders, employees, members, and agents who are active in the management of an entity.

Based on information and belief, the statement which I have marked below, is true in relation to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in the management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final Order).

I understand that the submission of this form to the contracting officer for any public entity is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in the form.

Proposer Initials

NO CONFLICT OF INTEREST OR CONTINGENT FEE AFFIDAVIT

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of any conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

BUSINESS ENTITY AFFIDAVIT

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the CITY OF AVON PARK (“the City”) shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no City employee, nor any elected or appointed officer (including City Council members) of the City, nor any spouse, parent or child of such employee or elected or appointed officer of the City may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such City employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by City. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of any applicable ethics ordinances or rules, or the provisions of Chapter 112, part III, Fla. Stat. the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to the City.

Proposer Initials

ANTI-COLLUSION AFFIDAVIT

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid; and
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF AVON PARK or any person interested in the proposed Contract.

Proposer Initials

**SWORN SIGNATURE OF PROPOSING ENTITY REPRESENTATIVE AND NOTARIZATION
FOR ALL ABOVE AFFIDAVITS.**

In the presence of:

Signed, sealed and delivered by:

WITNESS #1-SIGNATURE

PROPOSER SIGNATURE

WITNESS #1- PRINT NAME

PROPOSER- NAME AND TITLE

WITNESS #2- SIGNATURE

WITNESS #2- PRINT NAME

ACKNOWLEDGEMENT

State of Florida

County of _____

On this _____ day of _____, 2024, before me, the undersigned, personally appeared, whose name(s) is/are _____ subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Notary Public (Print, Stamp, or Type as Commissioned)

- Personally known to me; or
- Produced identification (Type of Identification: _____)
- Did take an oath; or
- Did not take an oath

[END OF RFP #24-04]