**REQUEST FOR PROPOSAL DOCUMENTS**

**FOR**



**CITY OF PORT ST. LUCIE**

RFP Proposal #20180161

**Development of Tradition Center for Commerce**

Prepared By:

Robyn Holder

Procurement Management

121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984-5099

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##### REQUEST FOR PROPOSAL E-BID #20180161

Development of Tradition Center for Commerce

Sealed Electronic Proposals for RFP #20180161 for Development of Tradition Center for Commerce will be received in the Procurement Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building “A” of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984‑5099, no later than 3:00:00 p.m. on May 15, 2018.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be contained in one (1) file and compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder’s submittals. The Bidder’s E-Bid may be changed at the Bidder’s discretion until the due date and time have been reached at which time the Bidder will no longer be able to change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar by e-mailing questions to [supplierservices@onvia.com](mailto:supplierservices@onvia.com) Submittals may also be submitted to [purch@cityofpsl.com](mailto:purch@cityofpsl.com) in the same format as above however, this is not a locked box.

All bids must be received by the date and time specified above, when they will be opened and publicly read aloud. The bid time shall be scrupulously observed. Bids uploaded to DemandStar.com or purch@cityofpsl.com after the time specified shall not be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded before the closing date and time. The City shall in no way be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

**THE CITY OF PORT ST. LUCIE RESERVES THE RIGHT TO WAIVE ANY AND ALL INFORMALITIES OR IRREGULARITIES, TO ACCEPT OR REJECT ANY AND ALL BIDS, IN WHOLE OR IN PART, TO SOLICIT AND RE-ADVERTISE FOR NEW BIDS, ABANDON THE PROJECT IN ITS ENTIRETY, OR TAKE OTHER SUCH ACTION AS SERVES THE BEST INTERESTS OF THE CITY**.

**The City reserves the right to extend the bid opening date when no responses or only one (1) response is received**.

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, to Robyn Holder in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: [rholder@cityofpsl.com](mailto:rholder@cityofpsl.com). The City will not be responsible for oral clarification of questions. Questions received after **May 8, 2018** may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidders, it must clearly understand that Ms. Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, including the Mayor, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by statement of the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. The Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. **It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package. The Bidder is responsible for verifying they have received all Bid Addenda.**

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Developer may be used interchangeably.

Bid Specifications consist of the following documents:

* E-Bid Specifications, page 1-17
* Maps

Robyn Holder, CPPB

Procurement Management Department

**CAUTION**: ***The City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.***

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OVERVIEW

The City of Port St. Lucie (City) is seeking partners to develop the Tradition Commerce Park (Property). The Property is approximately 1,247 acres and is approved for a mix of uses including office, retail, industrial and multi-family residential. The Property is generally bounded by Tradition Parkway (1-95 Exit 118) to the north, Becker Road (I-95 Exit 114) to the south, Village Parkway to the west, and I-95 to the east. Selected partners will help plan, market and develop the site and will share the responsibility and benefits with the City. The City will entertain offers for all or part of the Property. The City is considering offers for development of industrial, office, retail, multi- family, mixed-use, recreational/entertainment and other needs. The City would also consider a Public Private Partnership (PPP) for the development of a recreational area such as a water park or aquatic recreational facility or other type activity that benefits the citizens. The area:

* Consist of a total of +/- 1,247 acres with approximately 3.7 miles of Interstate 95 frontage and is located with the Tradition master planned community
* Platted parcels of 1.4 acres to over 400 acres are available.
* Has approximately +/-120 acres ready for immediate development and an additional 350 +/- acres available for planning and development on the North side
* Has +/-300 acres available for planning and development on the South side at the Northwest quadrant of the Becker Road I-95 Interchange Exit 114
* Has existing annual Special Assessments of approximately $3,900.00 per acre
* Is located within the City’s Community Redevelopment Area which allows for incentives related to the Special Assessments
* Has public infrastructure improvements available including water, sewer, underground electric, gas and fiber communications
* Is located in Port St. Lucie which has over 185,000 residents
* Has easy access to the FL Turnpike, I95 and US-1
* Has negotiable options with the City
* Link for aerial view <http://www.cityofpsl.com/southerngrove>

**BACKGROUND**

Since its opening in 2003, the Tradition master planned community has undergone substantial growth and development. Currently home to over 4,000 residential units, two major retail centers, a hotel, hospital and medical office park. Available and developable commercial and industrial acreage in South Florida is high priced and in short supply. The Property is ideally located at the northern edge of South Florida region and is experiencing impressive population growth and economic development, having rebounded from the real estate down turn. The Property is the largest remaining real estate assemblage opportunity in all of South Florida, including Miami-Dade, Broward, Palm Beach, Martin and St. Lucie Counties for commercially developable land. The Property has land use approvals for over 1,600 multi-family residential units and over 10 million square feet of Office, Retail, and Industrial. The Property has a strategic location being within a one day truck turn-around of most of Florida and southeast Georgia. Port St. Lucie and the Tradition community are highly invested in the success of this Property with a business-friendly environment.

Port St Lucie is the most populous City in St. Lucie County. It was incorporated in 1961 and is located near the Atlantic Ocean on the southeast coast of Florida. It is situated in the southern part of St. Lucie County which lies between Indian River County to the North and Martin County to the South. The City currently occupies 120 square miles. Port St. Lucie is the eighth largest city by population in Florida and the third largest in the South Florida region. The City is recognized as having the lowest crime rates among Florida’s large cities. Port St. Lucie is home to the world-famous N.Y. Mets’ Spring Training Facility, St. Lucie West and the Tradition master planned communities. The Professional Golf Association has a home in Port St. Lucie at PGA Village and has built a state of the art learning center along with three outstanding golf courses. The Indian River State College and Keiser University have facilities located within Port St Lucie providing excellent higher education opportunities. According to SmartAsset.com, the City is also recognized as top in the nation for Millennials buying their first home. With more people choosing to call Port St. Lucie home and the added benefit of a business-friendly environment, now is the time to partner with the City of Port St. Lucie in this exciting venture.

The City utilizes a Mayor/Council/Manager form of government. Four Council Members and a Mayor are elected at large on a non-partisan basis for four-year staggered terms. The City Council appoints the City Manager who is the Chief Administrative Officer of the City and is responsible to oversee the day-to-day operations, make policy recommendations to the City Council and perform other duties assigned to him by the City Council including the preparation of the annual budget and the City’s five-year capital improvement plan. The City provides a range of municipal services including police protection, code inspection and enforcement planning and zoning, community and economic development, construction and maintenance of transportation facilities, recreational and cultural activities, emergency preparedness management, water and wastewater utilities, stormwater management and general and administrative support.

**INTENT**

The intent of this request for proposal to enter into agreements with parties to partner for the development of the Tradition Center for Commerce.

**NOTE: THE CITY MAY NOT ACCEPT PROPOSALS FROM FIRMS, THAT HAVE HAD ADVERSARIAL RELATIONSHIPS WITH THE CITY OR FIRMS THAT HAVE REPRESENTED ENTITIES THAT HAVE HAD ADVERSARIAL RELATIONSHIPS WITH THE CITY. THIS INCLUDES THE FIRM, ITS EMPLOYEES AND THEIR FINANCIAL OR LEGAL INTERESTS.**

**NOTE: THE CITY WILL NOT ENTER INTO A CONTRACT OR CONDUCT BUSINESS WITH ANY FIRM OR ANY PERSONNEL THAT IS LISTED ON THE FEDERAL, STATE, OR OTHER LOCAL GOVERNMENT AGENCIES' EXCLUDED PARTIES LIST, SUSPENDED LIST OR DEBARMENT LIST.**

**Submittal of E-Bid** - All proposals shall be submitted by completing and returning the Questionnaire and required documents in one (1) PDF files in the order as listed. The Questionnaire should be typed or printed and signed in blue ink. All submittals are required to be electronic. No hard copies will be accepted.

A. Request Bid Specifications, #20180161 from Onvia by Demandstar or via internet [www.cityofpsl.com](http://www.cityofpsl.com)

B. Download the Questionnaire and save to your hard drive and complete. Program is in Word 2007 Professional. Enter information requested on the Questionnaire.

C. File number one (1) upload in one (1) PDF file the Questionnaire and all information in the order requested, electronically sign the Questionnaire where indicated and acknowledge addendums.

D. Enter Zero on the web page for cost or you will receive an error message and your submittal will be denied.

E. The submittal button at the bottom of the page must be selected to complete the Bid response.

**\*\* Only electronic replies are required. Please do not submit any pictures, maps or graphics.**

**TENTATIVE SCHEDULE**

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the RFP process.

Review and Selection Process:

April 13, 2018 Advertisement

May 15, 2018 @ 3:00:00 p.m. Proposals due

Evaluation Committee\*

To be advertised Optional Presentations from Proposers

Price Negotiations

City Council Contract Approval

\*Committee will meet in the Conference Room #390 in the Procurement Management Department, Building A, located at 121 SW Port St. Lucie, Blvd., Port St. Lucie, FL 34984.

**EVALUATION AND AWARD**

Responses will be scored in the following manner:

CRITERION MAXIMUM SCORE

a) Business/Financial Plan 20 points

b) Conceptual Master Land Use Plan 20 points

c) Management capability and Marketing strategies 20 points

d) Total Cost Benefit to the City (return on investment) 30 points

e) Past development projects with government entities 10 points

Total Maximum Points 100

**1. GENERAL REQUIREMENTS**

**1.1** **Request for Proposal** - All requirements contained in the RFP are hereby incorporated in these specifications.

* 1. **Cost of Preparation of Proposal** - The City will not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal

**1.2.1** N/A

**1.3** **Examination of Drawings and Contract Documents** - No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the selected Proposer(s).

**1.4** **Bid Price** N/A

**1.5 Qualifications** - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City.

**1.6 Award of Contract** - The award of the contract, if it is awarded, will be to the most responsive, responsible Proposer(s) whose qualifications indicate the award will be in the best interest of the City and whose proposal shall comply with the requirements of the Proposal Specifications. No award will be made until all necessary investigations have been made into the responsibility of the Proposer and the City is satisfied that the Proposer is qualified to do the work. The City may award to more than one proposer and distribute the work per project as needed to each awarded proposer.

**1.6.1** **Collusion** - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

**1.6.2** **Negotiation of Bids**: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

**1.6.3 Best and Final Offer**: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a “best and final offer” from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the “best and final offer “ will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

**1.6.4** **Tie Bid Statement** - Identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug‑free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug‑free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

**1.7** **Variances to Specifications** – N/A

**1.8** **OSHA Compliance** – N/A

**1.9** **Timeliness of Submittal** - All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. It is the sole responsibility of the Proposer to ensure that his/her proposal uploads successfully onto the DemandStar website or to [purch@cityofpsl.com](mailto:purch@cityofpsl.com) on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, email, telegram or facsimile shall not be accepted.

**1.9.1** **Right to Reject** -The City Council reserves the right to waive irregularities, reject and/or accept any and all proposals, in whole or in part, or take other such action as serves the best interests of the City.

**1.9.2** **Proposal Opening Extension** - The City reserves the right to extend the proposal opening date when no responses or only one (1) response is received. The City will return the received response unopened.

**1.10** **Shipping Terms** – N/A

**1.11** **Payment Terms** – N/A

**1.12 Execution of Contract** - Selected Proposer will be required to execute a City Contract within ten (10) days after notification by the City that contract is available and thereafter comply with the terms and conditions contained therein. No contract shall be considered binding upon the City until it has been properly executed.

**NOTE: The selected Proposer will be required to accept the terms and conditions of the City’s contract. Read the insurance requirements carefully. If proposer cannot accept these terms and conditions, and the insurance requirements, do not submit a proposal.**

**1.13** **Subcontracting or Assigning of the Contract** - The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the suppliers with the proposal submitted.

**1.16 Public Entity Statement** -Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

“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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Developer under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” § 287.133(2)(a), Fla. Stat. (2010)

**1.16.1 Discrimination:** - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide 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 or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or Developer under contract with any public entity, and may not transact business with any public entity.

**1.7** **Permits** - The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

**1.7.1** The selected Proposer shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City’s contract, and return it with the signed contract and insurance documents.

**1.8** **Familiarity with Laws** - The selected Proposer is assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer will in no way relieve him from responsibility. The selected Proposer will submit all proposals in compliance with the 28 C.F.R. § 35.151.

**COMPLIANCE WITH LAWS**

The Developer shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Developer will comply with all requirements of 28 C.F.R. § 35.151. Developers and Sub-Developer, shall comply with § 119.0701, Fla. Stat. (2013). The Developer and Sub-Developer, are to allow public access to all documents, papers, letters, or other material made or received by the Developer in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

**RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida’s Public Records Law. CONTRACTOR’S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/)>.
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor’s records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City’s custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.

Ensure that 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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

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

**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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**CITY CLERK**

**121 SW Port St. Lucie Blvd.**

**Port St. Lucie, FL 34984**

**(772) 871 5157**

[**prr@cityofpsl.com**](mailto:prr@cityofpsl.com)

**Non-Confidentiality of Proposals**- The City of Port St. Lucie cannot and does not warrant the confidentiality of any information submitted in response to this solicitation. The information contained in responsive bids and/or proposals may be subject to examination and copying by members of the general public in accordance with the Public Records Act, Chapter 119, Florida Statutes.

**2. SPECIFIC REQUIREMENTS**

**2.1 Samples** – N/A

**2.2 Standard Production Items** – N/A

**2.3 INSURANCE (The below insurance may be required depending on the partnership agreement.)**

The Developer shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Developer are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Developer under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

Workers’ Compensation Insurance & Employer’s Liability: The Developer shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers’ Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Developer qualify its employee for benefits under Federal Workers’ Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Developer shall agree to maintain Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence $1,000,000

Personal/advertising injury $1,000,000

Products/completed operations aggregate $2,000,000

General aggregate $2,000,000

Fire damage $100,000 any 1 fire

Medical expense $10,000 any 1 person

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Developers and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20180161 Development of Tradition Center for Commerce shall be listed as additionally insured.”**. The Policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Developer shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. All independent Developers and Sub-Developers utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

Automobile Liability Insurance: The Developer shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Developer does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Developer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Professional Liability: Developer shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Developer’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, the Developer warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Developer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: The Developer shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Developer shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Developer enter into such a Contract on a pre-loss basis.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Developer for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder’s most recent annual report or audited financial statement.

It shall be the responsibility of the Developer to ensure that all independent Developers and/or Sub-Developers comply with the same insurance requirements referenced above.

The Developer may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers’ Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers’ Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better.

A failure on the part of the Developer to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the award.

**2.4 N/A**

**2.5 Payment & Performance Bonds –** The City shall require a surety that will guarantee the City’s interest and will ensure that the City will remain whole for the total amount of the investment.

**3. ADDITIONAL REQUIREMENTS**

**3.1 Additional Bonding Requirements** – The City will be requiring a surety that will guarantee the City’s interest.

**3.2 Protests**- **any person who wishes to protest any issue pertaining to this request for proposal may do so by attending the scheduled city council meeting that the proposal will be scheduled to appear, and voicing their concerns at the ‘public to be heard’ section**. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

**PROPOSER'S QUESTIONNAIRE**

**RFP #20180161**

# Development of Tradition Center for Commerce

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Developer, surety, bank material or equipment manufacturer, or distributor, or any person, firm, or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this \_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2018.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Organization / Proposer

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title

Please submit the contact name, email address and telephone number of one (1) individual to whom all future correspondence and or communications is to be directed\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**(This is a word document add space as needed)**

State the type of business relationship the firm will use for this project (i.e. a single company, joint venture or other form of business relationship.)

1. How many years has this joint venture or partnership existed?\_\_\_\_\_\_\_\_\_\_\_\_\_\_
2. Firm's name and main office address, telephone and fax number, e-mail:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Firm's previous names (if any).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. How many years has your organization been in business as a developer in Florida? \_\_\_\_\_\_\_\_
2. Include the business plan for this project that will provide a financial return to the City and include, all elements of the proposal, identify exact area, acres, time frame, description of all financing sources and total anticipated project investment including planning, marketing, development, testing, permitting and construction cost. Submit a realistic time schedule with relating schedule of values for each phase.
3. Submit a written conceptual master land use plan (only map that should be submitted), include all proposed infrastructure (roadways, utilities.)
4. If applicable provide job creation projections based on employment generated from the proposed uses or during the development of the project. Provide total number of positions by title, category and include starting and average salary for each position, job descriptions and time frame of start of each position.
5. Submit a management capability and marketing strategies and explain why these methods are being suggested for this project also include how schedules will be met.
6. Last three (3) projects of this type completed by your firm where you had a joint venture or other type partnership with a government agency. List agency, type service or agreement and contact person, telephone # and e-mail.

Agency Service /Agreement Contact Telephone E-mail

**This is a word document. Please add space when necessary.**

1. List staff that will be assigned to this contract. Give name, title, area of expertise, number of years’ experience in this area.

Name Title Expertise # Years

**This is a word document. Please add space when necessary.**

1. Provide Resumes of the staff that will be assigned to this project.
2. Submit an organizational chart and provide resumes or all key personnel.
3. Provide method that will be used to perform this contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Status of contracts on hand for this type of work:

Agency/Firm # years Type Service #years left on contract

**This is a word document. Please add space when necessary.**

1. Submit any financial commitment that you will expect from the City if any and include the time frame.
2. If proposing a PPP for a recreation area, please submit type, area proposed, size and your commitment, length of

commitment and expectation from the City.

1. Submit any additional information to indicate your interest in the purchase, lease, joint venture and/or planning, marketing and development of the Property or a portion thereof, and any items you would suggest the City of Port St. Lucie should consider.
2. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:
3. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

1. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

(N/A is not an acceptable answer - insert lines if needed)

1. List any judgments from lawsuits in the last five (5) years:

(N/A is not an acceptable answer - insert lines if needed)

1. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

(N/A is not an acceptable answer - insert lines if needed)

**ADDENDUM ACKNOWLEDGMENT** ‑ Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

|  |  |
| --- | --- |
| **Addendum Number** | **Date Issued** |
|  |  |
|  |  |
|  |  |

**AGREEMENT** - Proposer agrees to comply with all requirements stated in the specifications for this RFP.

**CERTIFICATION:**

This RFP is submitted by: Name (print)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ who is an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this RFP is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this RFP.

**Proposer has read and accepts the terms and conditions of the City**:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Title

If a corporation renders this RFP, the corporate seal attested by the secretary shall be affixed below. Any agent signing this RFP shall attach to this form evidence of legal authority.

**Witnesses:** **If Partnership:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name of Firm

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (General Partner)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **If Corporation:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**If Individual:** Print Name of Corporation

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature (President)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name (Secretary)