

CRA-RFP-2021-01



REQUEST FOR PROPOSALS
FOR DEVELOPMENT AND DISPOSITION OF
CRA-OWNED PROPERTY
“MLK JR. BLVD. CATALYST SITE”

MARTIN LUTHER KING, JR. BOULEVARD
& SPESSARD HOLLAND PARKWAY
(U.S. HWY 17/98)

RELEASE DATE: MONDAY, MAY 3, 2021
SUBMISSION DEADLINE: FRIDAY JULY 2, 2021 @ 5:00 PM

BARTOW COMMUNITY REDEVELOPMENT AGENCY
450 NORTH WILSON AVENUE
BARTOW, FL 33830



Bartow Community Redevelopment Agency

450 N. Wilson Ave.

Bartow, FL 33830

(863) 534-0121

April 30, 2021

Dear Proposers:

The Bartow Community Redevelopment Agency (CRA) is pleased to present this Request for Proposals regarding the properties described herein. The CRA is excited about the potential development of this site and looks forward to receiving as many qualified proposals as possible for review.

As with any Request for Proposals, the CRA encourages all qualified firms to apply, including local businesses, as well as those firms that meet the criteria for being a Minority Business Enterprise (MBE). The CRA also encourages all applicants to consider using local businesses and MBE's as subcontractors when possible.

The CRA looks forward to receiving the proposals in accordance with this RFP and is hopeful to have many highly qualified options to consider.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen Cox".

Stephen Cox, CPM, FRA-RP

Bartow CRA Executive Director

About the CRA

The Bartow CRA is a dependent special district created in April 1990 in accordance with the *Florida Community Redevelopment Act*.

The CRA is an administrative agency that seeks public private partnerships to achieve its general area-wide goals, which are:

- Eliminate and prevent the spread of blight;
- Provide for affordable housing;
- Improve public infrastructure; and
- Reduce crime.

INVITATION AND REQUEST FOR PROPOSALS

The Bartow Community Redevelopment Agency (CRA) hereby requests proposals from interested parties for the development and disposition of a set of properties owned by the CRA located at the corner of Martin Luther King Jr. Boulevard and Spessard Holland Parkway (U.S. Highway 17/98.)

It is the CRA's intention to dispose of said properties to single qualified entity for the purpose of commercial development, and to enter into an agreement with the successful proposer defining development timelines and responsibilities. It is the CRA's intent that the properties are developed concurrently based on plans prepared by the CRA and in conformity with the City of Bartow Master Plan.

The CRA is vested by the State of Florida pursuant to its powers under Florida Statutes, Chapter 163, Part III, the Community Redevelopment Act of 1969 as amended, with the authority to request proposals for the redevelopment of any area within its district in order to effectuate redevelopment pursuant to the goals and objectives of the CRA Redevelopment Plan.

Factors that the CRA will use in judging the proposals include, but are not limited to, the Proposer's experience with commercial development, the Proposer's suggested development and proposed tenants, and the conformity of the Proposal to the CRA's goals and objectives and the City of Bartow Master Plan. Selection criteria are discussed in more detail within this Request for Proposals ("RFP").

Upon receipt of an acceptable proposal and a negotiated contract with a Successful Proposer, as well as the applicant's compliance with conditions precedent to closing, the CRA will close on the properties as described in the RFP, or as agreed to pursuant to the contract negotiated between the Successful Proposer and the CRA.

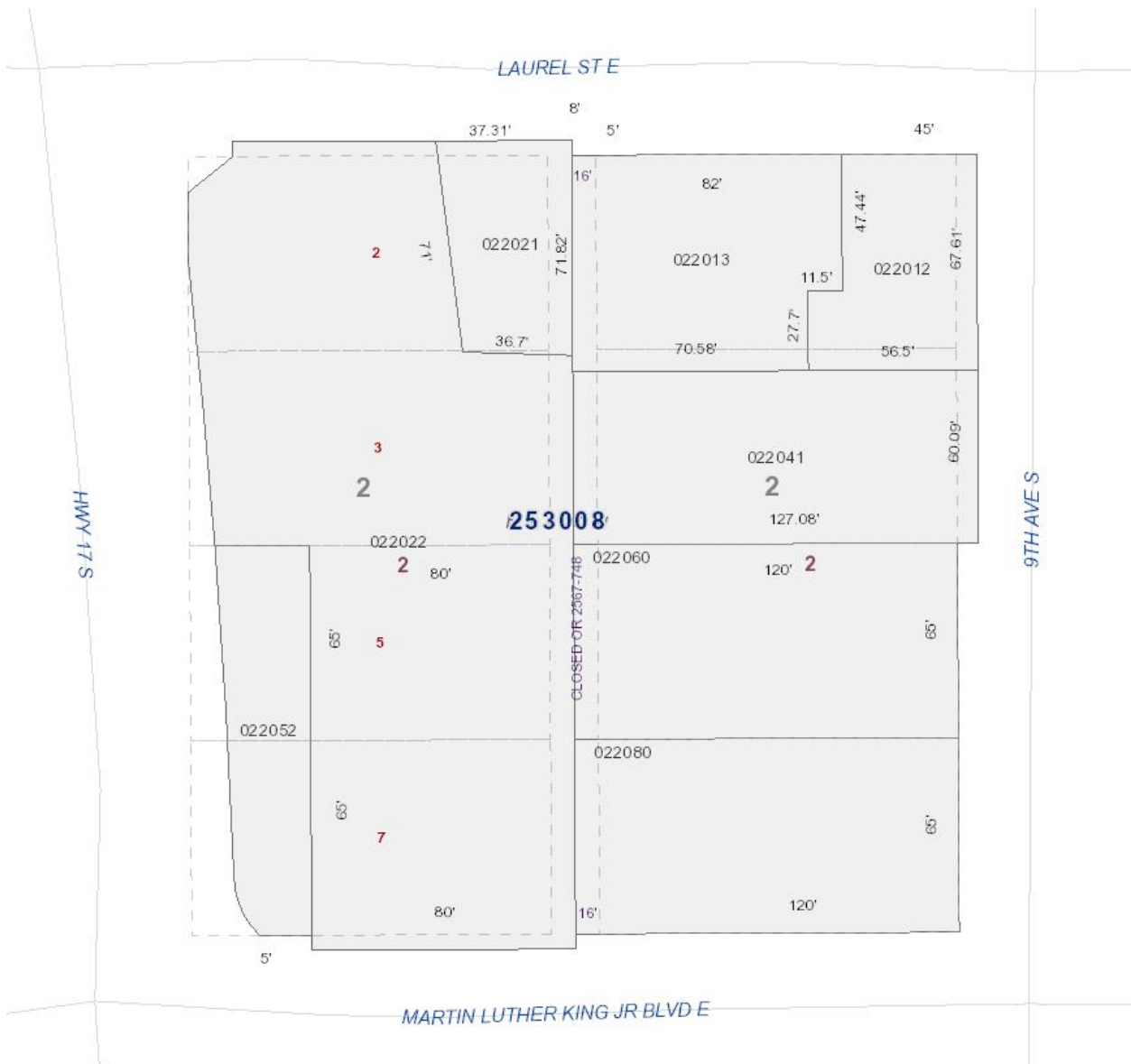
Proposers are required to submit one (1) unbound original, ten (10) copies, and an electronic PDF file of the full response, sealed and marked on the outside of the package "Request For Proposals No. CRA-RFP-2021-01", delivered to the CRA office located at 450 North Wilson Avenue, Bartow, Florida 33830 on or before 5:00 pm on Friday, July 2, 2021.

PROPERTY INFORMATION

The subject area for redevelopment is located at the corner of Martin Luther King Jr. Boulevard and Spessard Holland Parkway (U.S. Highway 17/98). The area generally comprises the entire city block bounded to the North by Laurel Street, the West by Holland Parkway, the South by King Jr. Boulevard and the East by 9th Avenue.



There are eight (8) properties that comprise the subject area. The properties vary in size. The properties in the subject area have been assigned parcel identification nos. 25-30-08-414500-022052 (0 U.S. Highway 17 S.), 25-30-08-414500-022022 (0 U.S. Highway 17 S.), 25-30-08-414500-022021 (1561 Laurel Street E.), 25-30-08-414500-022013 (1565 Laurel Street E.), 25-30-08-414500-022012 (0 Laurel Street E.), 25-30-08-414500-022041 (0 9th Avenue S.), 25-30-08-414500-022060 (0 9th Avenue S.), and 25-30-08-414500-022080 (1590 Martin Luther King Jr. Blvd.) by the Polk County Property Appraiser's office. The subject area is vacant.



The CRA intends for the subject area to be developed as a unified development site in compliance with the City of Bartow Master Plan, the Bartow CRA Community Redevelopment Plan 2014, the East End Vision and the *Unified Land Development Code of the City of Bartow, Florida* as the same may be modified from time to time.

The Successful Proposer will be responsible to coordinate all ingress and egress to the development site with the City of Bartow and the Florida Department of Transportation.

1. GENERAL INFORMATION

A. Schedule

RFP Issued: Monday, May 3, 2021

Pre-Bid Conference: Bartow City Hall
450 North Wilson Avenue
Bartow, FL 33830 (Attendance is voluntary)

Friday, May 21, 2021, 10:00 am

(Note: a video-conferencing link may be provided to interested parties who register with scox.cra@cityofbartow.net)

Deadline for Questions: Friday June 5, 2021, 5:00 pm

RFP Submittal: Bartow CRA Office
450 North Wilson Avenue
Bartow, FL 33830

Friday, July 2, 2021, 5:00 pm

CRA Board Consideration: *on/before* Wednesday, August 25, 2021, 5:00 pm.

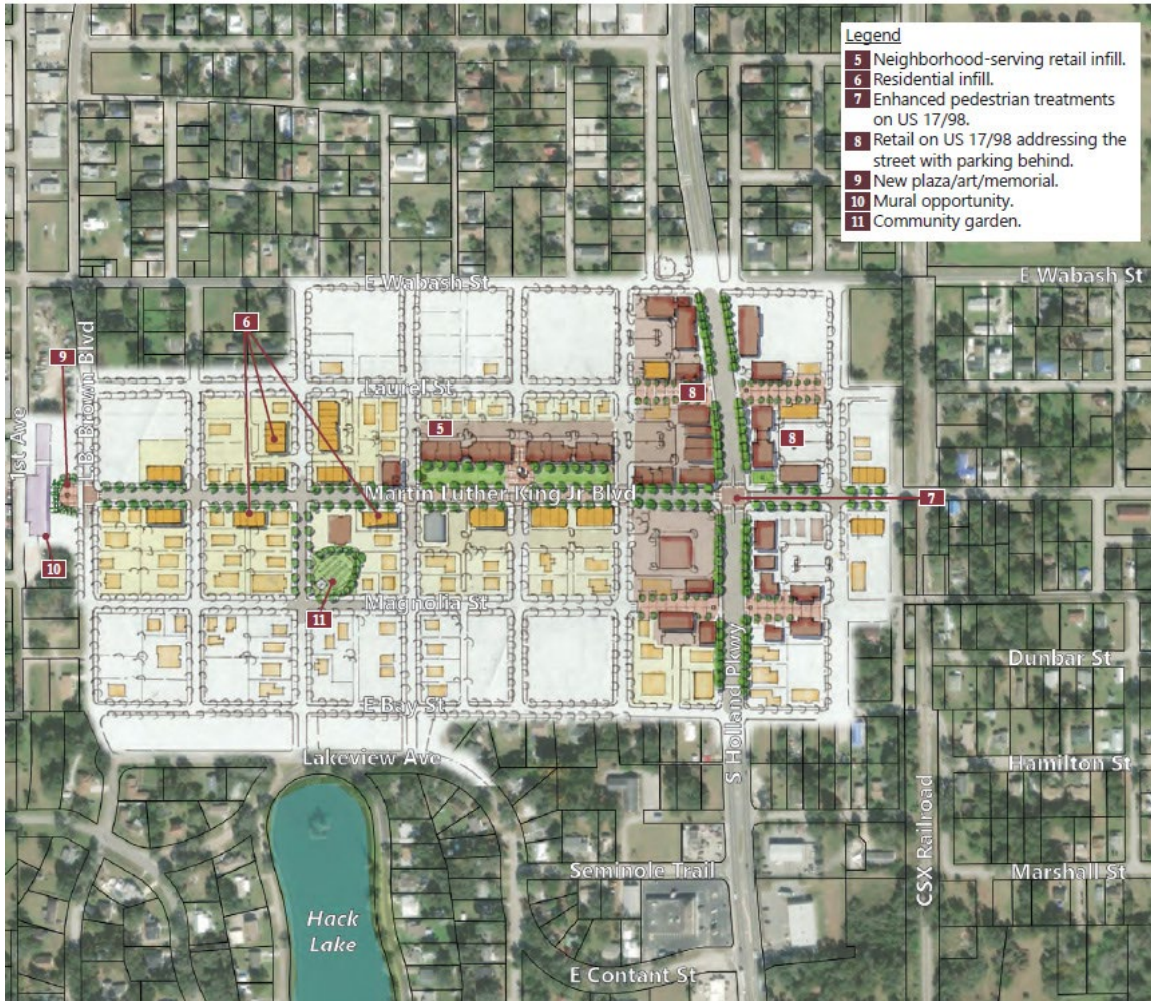
The CRA reserves the right to advance or delay any of the scheduled dates in this RFP.

B. Development Objectives

The CRA's preference for redevelopment of the site would be a qualifying use that meets the design objectives for the City of Bartow Master Plan, the Bartow CRA Community Redevelopment Plan 2014, the East End Vision and the *Unified Land Development Code of the City of Bartow, Florida*. For the Martin Luther King Jr. Boulevard neighborhood, overall design objectives include:

- Strategic infill of the Martin Luther King Jr. Boulevard neighborhood with qualifying uses serving retail and residential needs without compromising the heritage or character of the neighborhood;
- Strengthening of the pedestrian and neighborhood connections of Martin Luther King Jr. Boulevard across Holland Parkway;
- Introduction of new community park spaces in strategic areas; and
- Promotion of the Martin Luther King Jr. neighborhood's identity and history.

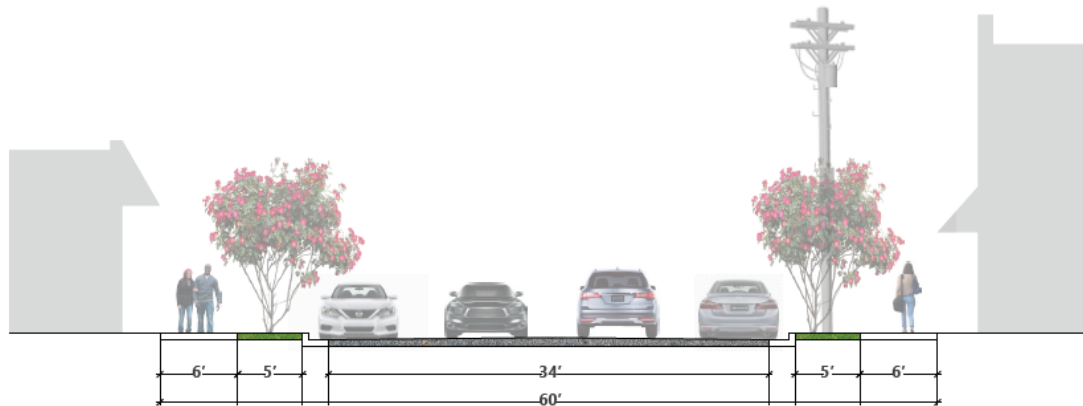
A pictorial example illustrating some of the CRA's action objectives for the overall neighborhood follows:



For the MLK Jr. Blvd. Catalyst Site, the Successful Proposer should design the site to complement envisioned enhancements and treatments to pedestrian pathways along Holland Parkway and Martin Luther King Jr. Blvd and generate a comfortable and exciting walking environment for residents and visitors. Further, the Successful Proposer’s plans for use of the site should, where feasible and reasonable, be designed such that buildings address Holland Parkway and/or Martin Luther King Jr. Boulevard with entrances to automobile parking lots along Laurel Street and/or 9th Avenue. Stormwater retention, if necessary, should be placed along Laurel Street or combined into a larger retention collection and conveyance system, which may require acquisition of additional property not offered in this solicitation.

Qualifying uses for this solicitation include, in order of the CRA’s preference:

1. Family entertainment establishment(s) with accommodations for all ages;
2. Casual table-service dining establishment(s);
3. Lifestyle-type retail, with a mix of retail offerings; and
4. Convenience-type retail, with a mix of retail offerings in a unified theme that encourages pedestrian use of the Holland Parkway and Martin Luther King Jr. corridors.



Envisioned MLK Jr. Blvd. Corridor Cross-Section

C. General Location & Legal Description

The general location of the subject area is specified above in the “Property Information” section of this RFP. The legal description of the subject area shall be developed by the Successful Proposer, at the Proposer’s expense, during the due diligence period of the envisioned sale and purchase transaction.

D. Disposal of Property

The CRA intends to dispose of the eight (8) properties to one qualified proposer. Proposals shall state the proposer’s ability to develop the properties pursuant to the requirements of this RFP.

E. Zoning and Land Use Regulations

The subject area is currently zoned residential but is intended to be zoned to suit for the type and style of commercial development authorized for the C-1 Central Business District whether through the use of direct rezoning or overlay districts. The Successful Proposer and the CRA shall enter into negotiations regarding rezoning of the Subject Property as a matter of due diligence and the contract with Successful Proposer for acquisition of the Subject Property may contain appropriate contingency clauses. The subject area for redevelopment is located in the City of Bartow, Florida and is subject to the *Unified Land Development Code of the City of Bartow, Florida* (“ULDC”). A copy of the current form of the ULDC is available from the City of Bartow Planning Department by calling (863) 534-0100 or emailing bwiegers.planning@cityofbartow.net. All development to be conducted by the Successful Proposer ultimately must be in compliance with the ULDC at the time of issuance of any building permit.

F. Impact Fees

Development of the Subject Property will be subject to City of Bartow and Polk County Impact Fees. For specific information regarding the applicable Impact Fees, please contact the

City of Bartow Building Department by telephone at (863) 534-0100 or by email at glamb.building@cityofbartow.net.

2. SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA

The following describes certain information that the CRA will require for the Proposal. Failure to provide any of the information or failure to provide the information in the required format may be cause for rejection of the Proposal at the sole and absolute discretion of the CRA.

The Proposer shall submit one (1) unbound original, ten (10) copies, and an electronic PDF file of the full response, which describes the project and the proposer's qualifications in the following format with each section tabbed for ease of review.

The CRA reserves the right to validate any and all information submitted by the proposers. At its sole and absolute discretion, the CRA may disqualify any proposer if the CRA determines that their submittal does not sufficiently document experience and qualifications, or may at its discretion require that additional information be provided by the proposer(s).

Proposals must include the following:

SECTION 1 - INTRODUCTION:

Please include a general introduction statement identifying the party or parties responding to this RFP (the "Proposer") and its understanding and commitment to the project.

SECTION 2 – INFORMATION, QUALIFICATIONS, AND EXPERIENCE:

The Proposer must submit information that describes the Proposer's organizational structure, its members, financial strength, and qualifications including key personnel and general contractors. At a minimum the following information is required in the submission for this Section.

- a. Description of the legal organizational structure of the Proposer (and its parent entity, if it is a subsidiary). If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner or stockholder or member should describe their respective legal organizational structure. Identify all individuals who will participate in the proposed project and experience with commercial construction and marketing/public outreach. Only individuals that will be actively involved and engaged in the development of the site can be listed as key personnel.
- b. Identification of the Proposer's principals, partners, officers, or co-venturers, including names, addresses, telephone and fax numbers and federal business identification numbers.
- c. A complete list of the Entity's Board of Directors including names, addresses and

phone numbers and the name of the Entity's Executive Director. If the Entity is affiliated with another entity, please provide a statement representing the nature of the affiliation along with the other entity's name, address, phone number, and a listing of the Board of Directors.

- d. A minimum of three (3) professional references.
- e. The proposer must make available for inspection at his or her place of business, a current (audited, if available) financial statement of the proposing entity which includes a balance sheet, a three-year statement of past income, and a projected one-year income statement for the current fiscal year for the proposer (and its parent entity if it is a subsidiary). If the proposing entity is to be created specifically for the intended project or if the proposing entity is less than three years old, then each partner or stockholder must submit its own financial statement as described above. Tax returns may be substituted for financial statements. Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the proposer (or its principals or affiliates) to complete the project must be disclosed.
- f. Disclosure of any bankruptcies and legal actions by any of the above or related entities during the past ten (10) years must be made with the RFP.

SECTION 3 – OFFERING PRICE AND DEVELOPMENT COSTS:

The Proposer must state the offering price for the eight (8) properties referenced as the subject area. The offering price should state the terms of payment, the anticipated closing date, and any conditions, contingencies, and additional requirements that affect the purchase.

The Proposer must submit a total project cost analysis stating, by category, the major elements of the project and development fees. The major cost items shall include, at a minimum, land costs and construction costs.

The Proposer must provide their methodology to advertise and identify tenants for the project if the Proposer does not intend to be the principal tenant.

SECTION 4 – PROJECT SCHEDULE:

The Proposer must submit a construction schedule for the project with construction beginning no later than April 1, 2022.

SECTION 5 – SAMPLE PROJECTS:

- a. Provide a detailed description of at least three (3) completed development projects within in the last ten (10) years that are similar in size and scope to what is proposed for this project. Please provide the physical address for each sample project.

- b. Provide pictures, architectural rendering or plans, site plans, or other documents to thoroughly describe the sample projects as built.
- c. Provide total project costs, the financing structure, timeline from design to completion, and other elements related to financing and completing the project. Note: Please note that in assessing the qualifications of the Proposer(s) the CRA may visit each project site submitted.

SECTION 6 – ADDITIONAL CONSIDERATIONS:

Identify any additional or unique resources, capabilities, or assets which the Proposer believes is beneficial to consider in reviewing the Proposer qualifications.

The City of Bartow was founded in 1851.

Bartow has an estimated city population of 20,147 as of 2019, according to the Census Bureau.

Bartow is part of the Lakeland-Winter Haven metro area, which is home to more than 600,000 people.

More than 37,000 people use the Highway 17-98 corridor for travel each day.



Evaluation Criteria & Selection Procedure

Sealed proposals may be filed with the CRA at 450 North Wilson Avenue, Bartow, Florida 33830 until Friday, June 5, 2021 at 5:00 PM. CRA staff will open the proposals after that time and review them for compliance with submission requirements. CRA staff will review and tentatively rank all qualified proposals in accordance with the selection criteria listed below to generate a suggested ranking for consideration by the CRA Board. The CRA Board will meet and evaluate the proposals against the criteria set forth in this RFP and select the most beneficial proposal no later than the August 25, 2021 CRA Board Meeting, unless otherwise stated. The CRA reserves the right to select any proposal made, or to accept none of the proposals, in its discretion; including, but not limited to, the selection of a lower ranked proposal if, based on the project articulated in the Proposal, the project on the subject area best expresses the vision and intent of the City of Bartow Master Plan, the CRA Community Redevelopment Plan 2014, the East End Vision and the *Unified Land Development Code of the City of Bartow*. Proposals will be evaluated based on the following criteria:

<i>Item</i>	<i>Description</i>	<i>Available Points</i>	<i>Evaluation Criteria</i>
1	Qualifications and Experience	35 Points	Experience of the Proposer and contractor(s) to construct commercial developments similar to the Proposed project on the subject area
2	Financial Capacity	10 Points	Financial capacity of Proposer and contractor(s) to complete the project and all associated tasks including marketing activities
3	Project Structure	35 Points	Planned Project and Tenants; Development fees and related costs; Project schedule; Ability of Proposer and contractor(s) to complete the project in the offered time
4	Plan Compliance	20 Points	Compliance with this RFP, the CRA Plan, the East End Vision and the City of Bartow Master Plan

The CRA reserves the right to negotiate such terms and conditions with the Successful Proposer as it deems in the public interest at its sole and absolute discretion. In the event a contract is not negotiated to the CRA’s satisfaction, the CRA may abandon such negotiations, and at its sole and absolute discretion may commence negotiations with the next proposer of its choosing. All proposers should be familiar with the requirements of Florida Statutes Chapter 163.380 to which this solicitation is subject.

The CRA has assembled the subject area and will undertake administrative efforts to

rezone the subject area to an appropriate commercial district for the type and style of development envisioned. The CRA does not intend to provide any funding or subsidies to the Successful Proposer. Proposers seeking funding or subsidies from the CRA will be disfavored. Additionally, Proposers seeking to purchase the property for below fair market value will be disfavored.

Any and all decisions by the CRA to modify the schedule described herein, requests for additional information, reject insufficient or unclear proposals, formulate an objective point system for review, rate and rank proposals, negotiate agreements, abandon negotiations, approve agreements, etc., shall be at the CRA's sole and absolute discretion and no protests whatsoever shall be considered by the CRA. Submittal of a reply to this solicitation on the part of any and all proposers constitutes acceptance of this policy.

3. TERMS AND CONDITIONS

§ 1 Good Faith Bid Security

The Proposer must submit with his proposal a good faith bid security represented by a Cashier's Check or money order in favor of "Bartow Community Redevelopment Agency, Redevelopment Trust Fund" in the amount of \$2,500.00. The initial security will be returned within ninety (90) days from the date of delivery to any Proposer who has not been selected to negotiate a contract with the CRA during that period. For the successful Proposer, the good faith bid security will be applied to subsequent contractual deposit requirements. Withdrawal from the RFP process after submission of a proposal will result in a forfeiture of the bid deposit.

§ 2 Future Deposit

The contract for purchase between the CRA and the Successful Proposer will require a deposit at the time of execution. The Successful Proposer must provide a deposit equal to ten percent (10%) of the combined proposed purchase price for all of the parcels included in this RFP. The CRA, in its sole discretion, reserves the right to waive this requirement if such waiver is found to be in the best interest of the CRA. If the Successful Proposer cannot provide a deposit, the Successful Proposer should indicate the reasons for its inability to provide a deposit and request a waiver of this requirement.

§ 3 Required Clauses

(a) The CRA may require the Successful Proposer to perform all obligations in a timely manner pursuant to a jointly established performance schedule.

(b) The Successful Proposer, and its successors and assigns shall be obligated to devote any real property obtained from the Bartow CRA only to the uses specified in the Community Redevelopment Plan (2014), as the same may be updated from time to time, and may be obligated to comply with such other requirements as the CRA may determine at the time of transfer to be in the public interest. The Successful Proposer acknowledges that the deed to

any property obtained from the CRA will have these restrictions and covenants identified thereon.

(c) Any real property to be transferred to the Successful Proposer shall be at a value determined by the CRA to be in the public interest for uses in accordance with the *City of Bartow* Community Redevelopment Plan (2014), as updated from time to time, and in accordance with such reasonable disposal procedures as the City of Bartow or the Bartow CRA may prescribe.

(d) Notwithstanding anything herein, in the event the value of real property being transferred to a Successful Proposer is for less than the fair market value, the disposition shall require an additional express approval of the Bartow CRA's governing body and the contract for sale and purchase shall so state, which approval may only be given following a duly noticed public hearing.

(e) In any deed to a Successful Proposer, the CRA shall provide that the grantee is without power to sell, lease, or otherwise transfer the real property without the prior written consent of the Bartow CRA, until the grantee has completed the construction of any or all improvements which the grantee has obligated itself to construct pursuant to the terms of the project, this RFP and the Successful Proposer's proposal.

(f) Any contract for sale and purchase shall provide for the transfer of lands by Agency Deed, as is, with all faults, and without any warranty as to title. By law, the CRA may not pay documentary stamp tax, and the Successful Proposer shall, as part of the contract for sale and purchase, agree to pay documentary stamp tax on the value of the transfer in accordance with general law and the rules of the Florida Department of Revenue in the Florida Administrative Code. The contract shall also provide that the Successful Proposer shall pay any and all costs associated with the closing of the transaction, including costs to record documents in the public records, costs associated with the perfection of title, costs to obtain a survey of the Project parcel(s), and costs associated with obtaining title insurance, if any such insurance is desired.

§ 4 Operations Management

Except as otherwise expressly provided herein, the Successful Proposer shall have discretion and control, free from interference, interruption or disturbance, in all matters relating to the management, development, redevelopment, construction and operation of the project, provided that the same shall, in any event, conform to and comply with the terms and conditions of this RFP, and all applicable state and local laws, ordinances and regulations (including without limitation, applicable zoning, subdivision, building and fire codes). Such discretion, control and authority with respect thereto shall include, without limitation, the following matters:

(a) the construction and design of the project, subject to any express terms and conditions that may be agreed upon during the proposal process;

(b) the selection, approval, hiring and discharge of engineers, architects, contractors, subcontractors, professionals and other third parties (collectively the "Vendors") on such terms

and conditions as the Successful Proposer deems appropriate; provided however, that to the extent that the CRA furnishes to the Successful Proposer the names and identities of Vendors based in the Bartow Utility Service Area as defined by § 2-269 of the *Code of Ordinances of the City of Bartow, Florida*, (“BUSA Vendor”), including without limitation minority BUSA Vendors, and to the extent that the Successful Proposer has the need to enter into contracts with Vendors outside of persons employed by the Successful Proposer or companies affiliated with or controlled by Successful Proposer or its principals, then the Successful Proposer agrees to include all such BUSA Vendors in the process established by the Successful Proposer for obtaining bids for any of the Project improvements;

(c) the negotiation and execution of contracts, agreements, easements and other documents with third parties, in form and substance satisfactory to the Successful Proposer; and

(d) the preparation of such budgets, cost estimates, financial projections, statements, information, and reports as the Successful Proposer deems appropriate.

§ 5 Site Visits

Any interested party may visit the properties at any time.

§ 6 Control Over Means and Methods

The Successful Proposer shall have sole and exclusive control over the means and methods of construction of the project, and, consequentially, shall be solely liable for any and all actions, causes of action, claims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, controversies, variances, trespasses, damages, judgments, executions, demands and restitutions, whatsoever in law or in equity, arising out of, or in any way connected to, the construction of the project and performance of the project work. The Successful Proposer shall, as part of any agreement executed pursuant to this RFP, indemnify the CRA, and its officers, employees, agents and appointed officials, for any claims, costs, losses, and damages of any kind (including but not limited to fees of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs) arising out of or relating to the construction of the project and performance of the project work, including those claims, costs, losses, and damages of any kind (including but not limited to fees of engineers, architects, attorneys and other professionals and all court or other dispute resolution costs) resulting from the Successful Proposer’s incorporation in the project or project documents of any invention, design process, product or device.

§ 7 Project Design

The Successful Proposer will be required to obtain final approval of the design of the project improvements from the Executive Director of the CRA prior to beginning construction, such approval to be in writing and to be given in the Executive Director’s sole discretion, based on criteria to be established during the contract negotiation process.

§ 8 Cone of Silence/No Lobbying

As to any matter relating to this RFP, any Proposer, team member, or anyone representing a proposer is advised that they are prohibited from contacting or lobbying the CRA Chair, any CRA Commissioner, CRA staff, or any other person working on behalf of the CRA on any matter related to or involved with this RFP. For purposes of clarification, a team's representatives shall include, but not be limited to, the proposer's employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the proposer and the proposer's team. There will be an opportunity for inquiries to be made of CRA staff during the scheduled Pre-Submission meeting. All inquiries must be in writing and directed to the CRA Director at the address for questions provided herein. Any violation of this condition may result in rejection and/or disqualification of the proposer. This "Cone of Silence/No Lobbying" is in effect from the date of publication of the RFP and shall terminate at the time the CRA Board selects a proposal, rejects all proposals, or otherwise takes action which ends the solicitation process.

§ 9 Questions

Questions and inquiries concerning the proposal and specifications of the solicitation shall be submitted in writing and mailed to the Bartow Community Redevelopment Agency, 450 North Wilson Avenue, Bartow, Florida 33830 or emailed to scox.cra@cityofbartow.net. Questions should be submitted receipt no later than Friday June 5, 2021 by close of business at 5:00 pm. Oral explanations, information and instructions shall not be considered binding on the CRA. All Proposers should independently verify the accuracy of any information provided. Neither the CRA nor any of its agents or employees shall be responsible for the accuracy of any information provided to any proposer.

§ 10 Disclaimers

(a) This RFP is being issued by the CRA. As more fully set forth in this RFP, any action taken by the CRA in response to proposals made pursuant to this RFP, or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the CRA.

(b) In its sole discretion, the CRA may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from this RFP. In its sole discretion, the CRA may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP.

(c) Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information and assurances including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners and employees, as requested by the CRA.

(d) The information contained herein is provided solely for the convenience of

Proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the CRA, nor its representatives, provide any assurances as to the accuracy of any information in this proposal. Any reliance on the contents of this RFP, or on any communications with CRA representatives shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This RFP is being provided by the CRA without any warranty or representations, express or implied, as to its content, accuracy or completeness, and no Proposer or other party shall have recourse to the CRA if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the CRA that any proposal conforming to these requirements will be selected for consideration, negotiation or approval.

(e) The CRA shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The CRA does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal.

(f) This RFP is made subject to correction of errors, omissions, or withdrawal without notice.

(g) Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all of such information. In the event of any differences between these disclaimers and the balance of the RFP, the provisions of these disclaimers shall govern.

(h) The CRA reserves the right to select the proposal which, in the opinion and sole discretion of the CRA, will be in the best interest and/or most advantageous to the CRA. The CRA reserves the right to waive any irregularities and technicalities and may, at its discretion, request re-submittal of proposals. All expenses in preparing the proposal and any re-submittals shall be borne by the Proposer.

(i) The CRA and the Proposer will be bound only if and when a proposal, as it may be modified, is approved and accepted by the CRA, and the applicable agreements pertaining thereto are approved, executed and delivered by the Proposer to the CRA, and then only pursuant to the terms of the final agreements executed by the Proposer and the CRA. All or any responses to this RFP may be accepted or rejected by the CRA for any reason, or for no reason, without any resultant liability to the CRA.

(j) The CRA is governed by the Sunshine Law and the Public Records Law of the State of Florida and all proposals and supporting data shall be subject to disclosure as required by such laws. All proposals shall be submitted in sealed bid form and shall remain confidential to the extent permitted by the Public Record Law until the date and time selected for opening responses.

§ 11 Insurances

(a) In the event the proposal does not contemplate a full and complete sale of the subject area before engaging in redevelopment activity, or the proposal requires further involvement of the CRA beyond a full and complete sale as articulated by paragraph (b), the Successful Proposer will be required to furnish the CRA with copies of any insurance policies it intends to carry covering the project and, where commercially feasible such policies shall name the CRA as an additional insured thereunder as its interest may appear.

(b) Without limiting its liability, during the term of any agreement between a Proposer and the CRA where the CRA is a development partner in the project, a property owner, a provider of financial accommodations or assistance, or otherwise deems itself to be at risk based on the terms of the Proposer's proposal, the Successful Proposer will be required to procure and maintain at its sole expense, insurance of the types and in the minimum amounts stated below:

Workers' Compensation

Workers' compensation insurance shall be obtained that is not more restrictive than that provided by the Standard Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements, and, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law. The policy must be endorsed to provide the CRA with thirty (30) days' written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One: "Statutory"
Part Two: \$500,000.00 Each Accident
\$500,000.00 Disease – Policy Limit
\$500,000.00 Disease – Each Employee

Commercial General Liability Insurance

Commercial general liability insurance shall be obtained that is not more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the CRA with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of (i) mold, fungus, or bacteria, (ii) terrorism, and (iii) sexual molestation.

The CRA and its officers, board members, employees, representatives, agents, successors and assigns shall be included as "Additional Insureds" on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement).

The limits are to be applicable to Premises Operations and Blanket Contractual Liability and shall be those that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 25 01) to a Commercial General Liability policy subject to the following minimum limits (inclusive of amounts provided by an umbrella or excess policy):

\$2,000,000.00	General Aggregate
\$2,000,000.00	Products/Completed Operations Aggregate
\$1,000,000.00	Personal and Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 50,000.00	Fire Damage
\$ 5,000.00	Medical Expenses

Automobile Liability Insurance

Automobile liability insurance shall be obtained that is not more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the CRA with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$1,000,000.00	Each Occurrence – Bodily Injury and Property Damage Combined
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(c) During periods of any active construction, so long as the property is encumbered by the CRA’s statutory restrictive covenant, the Successful Proposer may, at its option, obtain a Builder’s Risk policy for the project in a sufficient amount to insure against damage to materials, fixtures or equipment used in the construction of the Project improvements. The acquisition of such policy will not relieve the Proposer from compliance with any established Performance Schedule.

(d) If insurance is required under this Section, an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes, shall write said insurance. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the CRA where commercially applicable. An insurer with an A.M. Best Rating of "A X" or better shall write such Insurance. Prior to commencing any work on the project, Certificates of Insurance, approved by the CRA, evidencing the maintenance of the required insurance shall be furnished. For all policies other than Worker’s Compensation, certificates shall provide that no material alteration or cancellation, including expiration and nonrenewal shall be effective until thirty (30) days after receipt of written notice by the CRA.

(e) Liability shall not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage. Neither approval nor failure to disapprove insurance

furnished by the Successful Proposer shall relieve it or its subcontractors from responsibility to provide insurance.

§ 12 Public Entity Crimes Notice

A person or affiliate who has been placed on the State of Florida Convicted Vendor List, following a conviction for a public entity crime, may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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, in excess of \$35,000.00, for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List. All proposers shall complete and submit a required public entity crimes affidavit as part of any proposal submitted pursuant to this RFP.

4. REQUIRED FORMS AND AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Proposer to provide the goods and/or services offered to the CRA if the Proposer is selected.

1. Proposal Submittal Signature Page
2. Conflict of Interest Disclosure Form
3. Scrutinized Companies Certification Pursuant to Florida Statutes § 287.135
4. Notification of Public Entity Crimes Law
5. Public Records Law Acknowledgment
6. Drug-Free Work Place Certification Form
7. Non-Collusion Affidavit
8. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

PROPOSAL SUBMITTAL SIGNATURE PAGE
CRA-RFP-2019-01

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the CRA.

Proposer's Name: _____

Street Address: _____

Mailing Address (if different from Street Address): _____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Proposer's Signature:

(Signature of authorized agent)

Print Name: _____

Title: _____

Date: _____

By signing this document, the Proposer agrees to all terms and conditions of this RFP and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CRA MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their proposals the name of any officer, director, or agent who is also an employee of the Bartow Community Redevelopment Agency. Furthermore, all Proposers must disclose the name of any CRA employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer’s firm or any of its branches.

The purpose of this disclosure form is to give the CRA the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any CRA duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest for this Proposal.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest for this Proposal. The judgment of a conflict of interest shall be determined by the CRA.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135
Page 1 of 2**

I, _____ (name of authorized person), on behalf of _____ (proposer),
certify that _____ (company)
does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

Submitting a false certification shall be deemed a material breach of contract. The Bartow Community Redevelopment Agency shall provide notice, in writing, to the Contractor of the CRA's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Contractor does not demonstrate that the CRA's determination of false certification was made in error then the CRA shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statutes § 287.135.

Section 287.135, Florida Statutes, prohibits the CRA from:

(a) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and

(b) Contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the Contractor, I hereby certify that the company identified above in the section entitled "Contractor Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, and is not engaged in business operations in Syria.

I understand that pursuant to section 287.135, Florida Statutes, the submission of a false

**SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO
FLORIDA STATUTES § 287.135
Page 2 of 2**

certification may subject the company to civil penalties, attorney's fees, and/or costs.

I further understand that any contract with the CRA for goods or services may be terminated at the option of the CRA if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Submitted by:

Firm Name

Signature

Name and Title (Print or Type)

Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Receipt of Notification is Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

PUBLIC RECORDS LAW ACKNOWLEDGMENT
Page 1 of 2

The Public Records Law, Chapter 119, Florida Statutes, governs public contracts and requests for contractor records.

Contractor agrees to:

(a) Keep and maintain public records required by the Bartow CRA to perform the services specified.

(b) Upon request from the CRA's custodian of public records, provide the CRA with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(c) 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 term of any agreement issued pursuant to this RFP and following completion of the agreement if records are not transferred to the CRA.

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO ANY RESULTING AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 863-534-0121, SCOX.CRA@CITYOFBARTOW.NET, 450 N WILSON AVE, BARTOW, FL 33830.

(continued on next page)

PUBLIC RECORDS LAW ACKNOWLEDGMENT
Page 2 of 2

If Contractor does not comply with a public records request, the CRA shall enforce these requirements, which may include immediate termination of any agreement issued as a result of this RFP.

Acknowledged by:

Firm Name

Signature

Name and Title (Print or Type)

Date

DRUG FREE WORKPLACE CERTIFICATION FORM

Page 1 of 2

In accordance with Section 287.087 of the Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services; a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs and penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under contract a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under contract, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

(continued on next page)

DRUG FREE WORKPLACE CERTIFICATION FORM
Page 2 of 2

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements to have a drug-free workplace.

Firm Name

Signature

Name and Title (Print or Type)

Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____,
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

1. He / She is _____
(name and title of authorized person) of _____,
the Proposer for CRA-RFP-2019-01.

2. He / She is fully informed respecting the preparation and contents of the attached
request for proposals, and of all pertinent circumstances respecting such solicitation. Such
Proposal is genuine and is not a collusive or sham proposal.

3. Neither the said Proposer nor any of its officers, partners, owners, agents,
representatives, employees, or parties in interest, including this affiant, has in any way colluded,
conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm, or person to
submit a collusive or sham proposal in connection with the Solicitation and contract for which
the attached proposal has been submitted or to refrain from proposing in connection with such
solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or
collusion or communication or conference with any other proposer, firm, or person to fix the
price or prices in the attached proposal or any other proposal, or to fix any overhead, profit, or
cost element of the proposal price or the proposal price of any other proposer, or to secure
through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the
Bartow Community Redevelopment Agency or any person interested in the proposed contract.

4. The price or prices quoted in the attached proposal are fair and proper and are not
tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the
Proposer or any of its agents, representatives, owners, employees, or parties in interest, including
this affiant.

Signature

Subscribed and sworn to (or affirmed) before me this _____ day of
_____ 20__, by _____,
to me or who has produced _____ as
identification.

SEAL
Notary Signature _____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED
TRANSACTIONS**

Page 1 of 2

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510 Participants responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733).

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out herein in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department of agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", "voluntarily exclude", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions", without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(continued on next page)

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED
TRANSACTIONS**

Page 2 of 2

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction may pursue available remedies, including suspension and/or debarment.

Certification:

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Firm Name

Signature

Name and Title (Print or Type)

Date