



*"A City for All Ages"*

**City of Port St. Lucie**

**Electronic Request for Qualifications ("E-RFQ")**

**Event Name: Development of the Becker / Village Lifestyle Commercial Center**

**E-RFQ Number: 20230055**

(Stage One of Two-Stage RFQ/RFP Qualifications-Based Competitive Process)

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## SECTION A: INTRODUCTION

Incorporated in 1961, the City of Port St. Lucie ("City") occupies approximately 120 square miles in St. Lucie County, located on Florida's southeast Treasure Coast. It is conveniently situated midway between Orlando and Miami, and a few short hours from both Tampa and Jacksonville. Port St. Lucie is proud to be a hometown where people live, learn, work, and play, and celebrate all of life's opportunities and dreams. According to the most recent United States Census Bureau's population estimate, Port St. Lucie is the 7th largest city in Florida with nearly 225,000 residents and is also currently the 3rd largest city in South Florida. Port St. Lucie attracts a vibrant mix of people due to its low crime rate, varied housing stock, and abundant open space, and because of the optimistic vision of the people who live here. As a growing community, Port St. Lucie offers diverse economic opportunities, clear guidelines for prosperous and sustainable growth, and state-of-the-art infrastructure ready to support development and investment. Additionally, City government is committed to delivering outstanding public services that enhance the community and the quality of life for people of all ages.

Southern Grove is a 3,605-acre Development of Regional Impact ("DRI" <https://www.cityofpsl.com/home/showpublisheddocument/9568/637517645888330000>) south of Tradition Parkway and is part of the overall 8,200-acre region known as Tradition. Because of its unique development history, there are no other large commercial and industrial parcels in Port St. Lucie that could be developed into a jobs corridor with the potential to create more than 22,500 jobs. In 2018, the City of Port St. Lucie, under the Port St. Lucie Governmental Finance Corporation ("GFC"), accepted the transfer of 1,247 acres of land in Southern Grove to maintain control of its long-term vision for creating a "jobs corridor" along Interstate 95, to help achieve economic prosperity for the City.

Early in 2021, the City completed the [Southern Grove Master Plan – Attachment A](#) based on extensive public input. Port St. Lucie is experiencing significant residential growth within the southwest area of the City (see *Approved Residential Development Map in Attachment B*). Recognizing a need to continue to meet the desire of City residents for high quality shopping, dining, and entertainment areas, the Southern Grove Master Plan recommended the development of a Lifestyle/Commercial Center at the northeast corner of SW Becker Road and SW Village Parkway, just west of the Interstate 95 interchange at Becker Road.

The GFC is soliciting highly qualified developers / development teams to respond to this Request for Qualifications ("RFQ") who exhibit, at a minimum, experience in developing: 1) village scale urban retail and restaurant districts; and 2) high quality urban residential neighborhoods that may include a mixture of high-density condominiums, apartments, and townhomes units. The GFC's objective in this RFQ is to identify qualified developers who are interested in constructing a village scale urban district on three parcels totaling nearly 55 acres of prime developable property. (See *attached Overall Site Map in Attachment B*)

**Parcels A and B total ±38.91 acres.** These parcels are generally bound by SW Becker Road, SW Village Parkway, SW Anthony F. Sansone Sr Boulevard, and SW Legacy Park Drive. **Parcel C totals ±15.82 acres** and is bound by SW Village Parkway and SW Legacy Park Drive. It is the GFC's desire to have this parcel developed with urban scale commercial uses with potential inclusion of high-density condominiums, apartments, and/or townhome units at the selected developer's discretion. The proposed development should have a walkable structure laid out in 400-600' blocks and will be expected to adhere to approved design guidelines to be developed through this process that will address features such as use of building frontage to shield parking areas, pedestrian plazas, gateway features, and standardized street furnishings.

The objective of this RFQ process is to determine the level of interest and select a limited number of qualified developers who will be invited to respond to a Request for Proposals (RFP) to develop Parcels A, B and C. Responses to this RFQ should provide general ideas and strategies for the development of the sites, including resumes and qualifications for the development team(s). The GFC will review qualification packages to select experienced developers that will advance to the next step of the process, which will be an RFP, ultimately leading toward the selection of one or two "preferred developers" and the eventual disposition of the development sites under mutually beneficial financial terms. The GFC will look favorably on firms that possess the capacity and interest to undertake both projects but recognize that these development opportunities pose different challenges and require developers with diverse experience and expertise.

Depending upon the number and quality of responses received, the GFC reserves the right to request additional information from some or all respondents, or to issue additional requests to advance the review process. This RFQ does not obligate the GFC to select or negotiate with any Developer or development team(s) or to accept offers which the GFC determines, in its judgment, are not in the best interest of the GFC or the City.

## SECTION B: OVERVIEW OF THE DEVELOPMENT OPPORTUNITY

### 1. Description:

The Becker / Village Lifestyle Commercial Center consists of the following development opportunities:

**Parcels A and B total ±38.91 acres.** These parcels are generally bound by SW Becker Road, SW Village Parkway, SW Anthony F. Sansone Sr Boulevard, and SW Legacy Park Drive. A proposed north/south road is located between these parcels and will be the responsibility of the selected developer to design, permit, and construct. **Parcel C totals ±15.82 acres** and is bound by SW Village Parkway and SW Legacy Drive. (See *attached Overall Site Map in Attachment B*). All above parcels are owned by the GFC, and it is the GFC's expectation that this block will be developed as a Lifestyle Commercial Center, inclusive of uses such as grocery, gas station, restaurants, small box retail, office, hotel, and higher density residential uses buffered from the adjacent large scale employment center by stormwater lakes and adequate landscaping. The development should include gateway feature locations to allow for signature branding with integrated sculptural elements, pedestrian/public plazas, and carefully designed signage, landscaping, and lighting. The development should include incorporation of the Tradition Trail, a 12-foot-wide multimodal trail proposed to border the adjacent stormwater lakes, which will connect to the larger Tradition Trail system planned throughout the Southern Grove development. Consideration should also be given to accommodating future public transit stops or other mobility features.

### 2. Zoning & Development Standards:

The parcels are currently zoned Master Planned Unit Development (MPUD). In general, land uses within the MPUD may be characterized and divided into two (2) broad categories or districts: 'Business Park' and 'Mixed Commercial' (See *MPUD Conceptual Land Use Plan in Attachment B*). Allowable uses within the adjacent 'Business Park' include warehouse/distribution, light industrial, and manufacturing; and commercial, office, regional retail, medical, restaurant, theaters, hotel, institutional, public use facilities, and limited residential uses within the 'Mixed Commercial' district. The intent of the 'Mixed Commercial' district is to allow and encourage uses which benefit from proximity to the 'Business Park' and surrounding residential areas to serve as a center of retail and professional activity, and allows for mixed development with different housing types, including the possibility of a mixture of uses such as ground level retail and commercial uses. The designation also seeks to group uses together in a compact area to facilitate pedestrian movement. Accordingly, changes in zoning are not anticipated to be necessary to accommodate the desired development, but projects developed within the MPUD zoning district require review and approval by the City of Port St. Lucie Site Plan Review Committee and City Council.

The plan and design guidelines for this area should address, at a minimum, the following: gateway features at major intersections; outdoor dining design standards; setbacks; building placement; building design and appearance; placement and setback of off-street parking areas; curb cuts; pedestrian amenities lighting; landscaping buffering; and recommendations for a uniform landscape plan.

### 3. Redevelopment Objectives:

This RFQ seeks an experienced developer of village scale urban retail/restaurant projects to construct a project which meets the following goals and objectives. The GFC's desired development of the parcels is to create a Lifestyle/Commercial Center that will serve the shopping, dining, and social gathering space needs of the adjacent workplace district and residential areas within the southwest area of the City. The developer's experience should incorporate forward-thinking approaches to urban design, architecture, engineering, environmental technologies, and the public realm, as well as a focus on placemaking. Envisioned as a destination area, the development of the property should:

- Include a grocery store, restaurants, and small retail shop space. Restaurants should be unique in nature and developed with outdoor dining and/or rooftop dining options. Additional uses are encouraged to include hotel rooms and high-density condominiums, apartments, and/or townhome units integrated into the overall development.
- Create a dynamic urban destination that encourages public gathering places and considers the importance of a pedestrian environment. Buildings are encouraged to address the street where practicable to avoid large parking areas being visible from the streets. Use of on-street parking and shared parking is encouraged.
- Create unique signage, merchandizing, and branding for the development.
- Create substantial positive economic value for the City through the generation of additional property and sales tax revenues.
- Provide a source of quality construction and permanent jobs for area residents.
- Improve connectivity to the surrounding development to effect property values, quality of life, and public safety.

#### SECTION C: DESIRED DEVELOPER QUALIFICATIONS:

The GFC is seeking responses from qualified developers who are interested in undertaking the development opportunities described in Section B above. In this context, the terms “Developer” and “Developer Qualifications” apply to the development entity itself and the proposer’s professional team assembled to execute the project. The GFC is seeking a developer and supporting professional team that possess the strongest combination of the following:

- Experience developing open-air village-scale retail/restaurant districts in jurisdictions in the South Florida region or southeastern United States.
- Experience developing retail, restaurant, for-rent office and office condominium, and for-rent residential and residential condominium.
- Experience constructing parking for a lifestyle district.
- Experience operating lifestyle/commercial properties.
- A minimum of ten (10) years of experience in leasing/management of mixed-use projects.

Any respondent to the RFQ or subsequent RFP who has engaged the services of a licensed commercial real estate broker, contractually or otherwise, shall disclose the broker’s information in their submittal. If no broker has been engaged, respondent shall include the statement, “There are no broker services associated with this firm’s response.”

END OF SECTION

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## 1. E-RFQ Requirements, Terms, & Conditions:

### 1.1. **Schedule of Events**

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur that may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the E-RFQ will be publicly posted prior to the closing date of this E-RFQ. After the close of the E-RFQ, the City reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award, etc. on an as needed basis with or without notice.

Description	Date	Time
Release of E-RFQ	As Published on DemandStar	N/A
Pre-Proposal Conference	N/A	N/A
Deadline for Written Questions Sent via Email to the Issuing Officer Referenced in Section 1.2.	July 20, 2023	5:00 p.m. ET
Collective Responses to Written Questions by City Issued Addendum Responses to Written Questions	July 27, 2023	5:00 p.m. ET
Proposals Due/Close Date and Time	August 3, 2023	3:00 p.m. ET
Initial Evaluation Committee Meeting to Review Scored Proposals for Short List	TBD	TBD

### 1.2. **Official Issuing Officer (Procuring Agent)**

**Name:** Nathaniel Rubel, Assistant Procurement Director

**Email:** [NRubel@cityofpsl.com](mailto:NRubel@cityofpsl.com)

### 1.3. **Definition of Terms**

Please review the following terms:

Proposer(s) – Entities desiring to do business with the City (may also be called “Consultant,” “Developer,” “Bidder,” or “Offeror” herein)

City of Port St. Lucie (“City”) – the governmental entity identified in Section A - Introduction of this E-RFQ.

Immaterial Deviation- does not give the Proposer a substantial advantage over other Proposers.

Material Deviation- gives the consultant a substantial advantage over other consultants and thereby restricts or prevents competition.

Procurement Management Division (“PMD”)- The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

Responsible- means the Proposer, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive- means the Proposer, whether a company or an individual, has submitted a timely offer that materially conforms to the requirements and specifications of the solicitation.

Sourcing Platform- [DemandStar](#)

Any special terms or words which are not identified in this E-RFQ Document may be identified separately in one or more attachments to the E-RFQ. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 “Instructions to Proposers” of this E-RFQ.

## 2. Instructions to Proposers

This section contains general business requirements. By submitting a response, the Proposer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Proposer's submitted pricing.

By submitting a response to the E-RFQ, the Proposer is acknowledging that the Proposer:

1. Has read the information and instructions, and
2. Agrees to comply with the information and instructions contained herein.

## **2.1. General Information and Instructions**

### **2.1.1. Familiarity with Laws and Regulations**

Responding Developers are 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 Awarded Developer will in no way relieve them from any contractual responsibility.

### **2.1.2. Restrictions on Communicating with Staff**

From the issue date of this E-RFQ until a contract is executed with the Awarded Developer selected in the second stage of this process (or the E-RFQ is officially cancelled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Pre-Proposal Conference (if any), or as defined in this E-RFQ or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process, as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to, telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any Developer violating this provision. Further information on this topic can be found on the Cone of Silence and E-RFQ Communication Document.

### **2.1.3. Submitting Questions**

All questions concerning this E-RFQ must be submitted in writing via email to the Issuing Officer identified in Section 1.2 "Issuing Officer" of this E-RFQ. No questions other than written will be accepted. No response other than written will be binding on the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this E-RFQ must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the E-RFQ*

Question #2 Question, *Citation of relevant section of the E-RFQ*

### **2.1.4. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the E-RFQ will not be considered. The Developer's response must be complete in all respects, as required in each section of this E-RFQ.

### **2.1.5. Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a Developer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. The City reserves the right to waive mandatory requirements provided that all the otherwise responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all**

**elements and information requested in this E-RFQ.** A Developer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the E-RFQ requirements, the determination of which will be made by the City on a case-by-case basis.

**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, employees, and financial or legal interests. 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 agency's Excluded Parties List, Suspended List, or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.

#### **2.1.6. The City's Right to Amend and/or Cancel the E-RFQ**

The City reserves the right to amend this E-RFQ. All revisions must be made in writing prior to the E-RFQ closing date and time. If a Developer discovers any ambiguity, conflict, discrepancy, omission, or other error in the E-RFQ, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this E-RFQ will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a Developer fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the E-RFQ known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution by submitting a response, the Developer shall be deemed to have accepted all terms and agreed to all requirements of the E-RFQ (including any revisions/additions made in writing prior to the close of the E-RFQ whether or not such revision occurred prior to the time the Developer submitted its response) unless expressly stated otherwise in the Developer's response. **THEREFORE, EACH DEVELOPER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED E-RFQ AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE DEVELOPER'S RESPONSE PRIOR TO THE CLOSE OF THE E-RFQ. Developers are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to amend or cancel this E-RFQ at any time.**

#### **2.1.7. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14](#).

#### **2.1.8. Costs for Preparing Responses**

Each Developer's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Developer. The City will not provide reimbursement for such costs.

#### **2.1.9. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this E-RFQ, including anything considered by the Developer to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Developer is hereby cautioned to NOT submit any documents that the Developer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: Even though information (financial or other information) submitted by a Developer may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from



disclosure. Developers should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Chapter 119.

## 2.2. Submittal Instructions

### Submittal Instructions to DemandStar

Listed below are key action items related to this E-RFQ. The Schedule of Events in Section 1.1 identifies the dates and time for these key action items. This portion of the E-RFQ provides high-level instructions regarding the process for reviewing the E-RFQ, preparing a response to the E-RFQ and submitting a response to the E-RFQ. Developers are encouraged to utilize the training materials identified in Section 2.2 of this E-RFQ to ensure a successful submittal in response to this E-RFQ.

#### 2.2.1. E-RFQ Released

The release of the E-RFQ is only communicated through the posting of this E-RFQ as an event in DemandStar. This E-RFQ is being conducted through DemandStar, an online, electronic tool, which allows a Developer to register, logon, and upload any necessary documents. Each Developer interested in competing to win a contract award must complete and submit a response to this E-RFQ using DemandStar. Therefore, each Developer **MUST** carefully review the submittal instructions on DemandStar's website and follow the submittal guidance that is provided in Section 2.2 of this RFQ document.

#### 2.2.2. E-RFQ Review

The E-RFQ consists of the following: this document, entitled "PSL E-RFQ Document," and any and all information included in the E-RFQ, as posted to DemandStar, including any and all documents provided by the City as attachments to the E-RFQ or links contained within the E-RFQ or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.2).

#### 2.2.3. Reviewing, Revising or Withdrawing a Submitted Response

After the response has been submitted, the Developer may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. **PROPOSAL SUBMISSION.** **Upload in one file**, the proposal response (Bid Reply) formatted as instructed in Section 2.2.4 of this document. All proposals shall be submitted by completing and returning all required documents. All submittals are required to be electronic and be contained **in one (1) file TOTAL. No hard copies will be accepted.**
  - A. Upload the proposal, including all required information, completed forms, and supporting documentation in the appropriate tabs onto DemandStar by the due date and time. Please permit adequate time to submit the response. Please note submission is not instantaneous and may be affected by several events, such as the Developer temporarily losing a connection to the Internet.
  - B. **Enter zero for the cost on DemandStar (if requested) and select the Submit button at the bottom of the page to send the documents.**
2. **REVIEW AND REVISE.** In the event the Developer desires to revise a previously submitted response, the Developer may revise the response prior to the deadline listed above. If the revisions cannot be completed in a single work session, the Developer should save its progress. Once revisions are complete, the Developer **must resubmit** its corrected

response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Developer temporarily losing a connection to the Internet.

3. WITHDRAW. A Developer may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a developer desires to withdraw its response after the closing date and time, the Developer must submit a request in writing to the Issuing Officer.

#### **2.2.4. Proposal Format / Evaluation Criteria**

##### **Instructions to Proposers**

The Proposer's PROPOSAL must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered at the bottom of the page. Submittals must be in a font no smaller than 11. Submittals should be concise, provide only the information requested, and adhere to the page limits set forth herein.

##### **Proposals must include the following information in this order:**

##### **Title Page**

The Title Page shall show the RFQ's subject, title, and E-RFQ number; the firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

##### **Table of Contents**

The Table of Contents shall provide listing of all major topics, their associated section number, and starting page.

##### **Tab 1. Desired Developer Qualifications**

The GFC is seeking responses from qualified developers who are interested in undertaking the development opportunities described in Section B above. In this context, the terms "Developer" and "Developer Qualifications" apply to the development entity itself and the proposer's professional team assembled to execute the project. The GFC is seeking a developer and supporting professional team that possess the strongest combination of the following:

- Experience developing open-air village-scale retail/restaurant districts in jurisdictions in the South Florida region or southeastern United States.
- Experience developing retail, restaurant, for-rent office and office condominium, and for-rent residential and residential condominium.
- Experience constructing parking for a lifestyle district.
- Experience operating lifestyle/commercial properties.
- A minimum of ten (10) years of experience in leasing/management of mixed-use projects.
- Any respondent to the RFQ or subsequent RFP who has engaged the services of a licensed commercial real estate broker, contractually or otherwise, shall disclose the broker's information in their submittal. If no broker has been engaged, respondent shall include the statement, "There are no broker services associated with this firm's response."

**Tab 2. Cover Letter - Qualifications and Experience**

RFQ responses should include a cover letter providing an introduction to the Developer, resumes of the development team, and corresponding areas of expertise. The letter should clearly show how the development team meets the minimum qualifications as outlined in SECTION C of the RFQ.

**Tab 3. Proposed Development Vision and Program**

Responses should describe the overall vision and a recommended development program for the relevant development opportunities being addressed in the submission to include retail, high-density residential, restaurant, taverns, office, including building heights and number of stories and any specific restaurant program, including any relationships with certain retail and/or restaurant groups. If the recommended development program differs from the minimum program described above, provide information on the reasoning for the recommended development program. Include information on operational philosophy regarding typical length of time projects are held after completion. Related design standards and guidelines shall be included in both narrative and visual format for consideration.

**Tab 4. Conceptual Financial Structure/ Financial Stability**

Provide a conceptual financial structure, including sources of funding and a structure for providing compensation for the GFC owned real estate (e.g., land purchase, ground lease, Tax Allocation District participation, other public participation, etc.) The GFC has significant flexibility with respect to disposition options and methods for compensation and, as a result, encourages and welcomes financial proposals which maximize the value of the resulting developments and their positive economic and fiscal impacts on the City as a whole.

Provide evidence of the developer's / development team's financial capability to undertake the Project. Evidence should cover the last five (5) years. If your proposal is being submitted by a syndicate of two or more entities, provide evidence for each firm that would be a part of the Project. Suitable documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability necessary to support a project of this size. Submission of this RFQ provides consent to the GFC or its assigns to confirm the information provided in response to this question.

All firms will be required to allow the GFC to inspect and examine their company operating information and financial statements during the RFP process. Each firm shall submit its legal firm name or names, headquarters address, local office address(es), state of incorporation, and key firm contact names.

**Tab 5. Additional Required Proposal Submittal Forms**

Additional forms required to be completed with the submitted proposal can be found in **Attachment C**. Please attach additional sheets if necessary to provide all the required information.

- Cone of Silence Form
- Proposer's Code of Ethics
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form

### 3. General Insurance

This section contains general business requirements. By submitting a response, the Developer is certifying its agreement to comply with all the identified requirements of this section and that all costs for complying with these general business requirements are included in the Developer's submitted pricing during the RFP stage.

#### 3.1. Standard Insurance Requirements

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 any subsequent development Contract ("the Contract"), insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as the City's review or acceptance of insurance maintained by the 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 and GFC that any insurance policy/coverage that it may obtain pursuant to any provision of the Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and GFC 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 and/or any obligation to name the City of Port St. Lucie and GFC as an additional insured under any other insurance policy or otherwise protect the interests of the City of Port St. Lucie and GFC as specified in the Contract.

1. 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, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis.
2. 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

3. 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 and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City and GFC. 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 Insurance, and Professional Liability Insurance, Certificates of Insurance 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, and the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation, its officers, agents, and employees, as Additional Insured for Commercial General Liability and Business Auto policies. 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 the Port St. Lucie Governmental Finance Corporation, a Florida not for profit corporation, its officers, agents, and employees, shall be**

**listed as additional insured – Contract #20230055 – Development of Becker / Village Lifestyle Commercial Center.”** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City and GFC prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of the 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.

4. 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 must be provided. Coverage shall apply on a primary and non-contributory basis.
5. Professional Liability Insurance: 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 and GFC reserve 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 the 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 the Contract, Developer shall agree to purchase a SERP with a minimum reporting period not less than four (4) years.
6. Waiver of Subrogation: The Developer shall agree by entering into the 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.
7. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Developer for any and all claims under the Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but not obligation, to review and request a copy of the Developer's most recent annual report or audited financial statement.

It shall be the responsibility of the Developer to ensure that all independent Developers and sub-Developers comply with the same insurance requirements referenced herein. It will be the responsibility of the Developer to obtain Certificates of Insurance from all independent Developers and sub-Developers listing the City as an Additional Insured without the language when required by written contract. If Developer, independent Developer or sub-Developer maintain higher limits than the minimums shown above, the City and GFC require and shall be entitled to coverage for the higher limits maintained by Developer/independent Developer/sub-Developer.

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 and GFC shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the 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 the contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds

\$5,000, the City and GFC reserve the right, but not the obligation, to review and request a copy of the Developer's most recent annual report or audited financial statement.

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

**Developer must review the City's Standard Contract for further details and coverage requirements.**

Within ten (10) business days of award, the awarded Developer must procure the required insurance and provide the City and GFC with an executed Certificate of Insurance. Certificates must reference the contract number and the City and GFC as additional Insured parties. The Developer's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

#### **4. Proposal Evaluation, Negotiations, and Award**

All timely proposals will be evaluated in accordance with the following steps. Based on the results of the initial evaluation, GFC may or may not elect to negotiate technical factors as further described in the E-RFQ. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the responsive and responsible Developer(s) will be requested to participate in an RFP process. The City will post the results of the E-RFQ to DemandStar.

##### **4.1 Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2.2 above.
2. Proposal meets the minimum qualifications.
3. Proposal is complete and contains all required documents.

##### **4.2 Evaluating Proposal Factors**

If the Developer's proposal passes the Administrative/Preliminary Review, the Developer's proposal will be submitted to the Evaluation Team for evaluation.

###### **4.2.1 Review of Proposals**

The City will assemble an Evaluation Committee comprised of City staff. This Committee shall evaluate the proposals and will be responsible for short listing the most qualified firms from the submitted proposals from this Step 1 E-RFQ. Each firm should submit documents that provide evidence of capability to provide the services required for the committee's review for short-listing purposes. The short-listed firms will receive RFP-Step 2, outlining the pertinent development information for the submittal of Step 2 proposals. Upon review of the Step 2 proposals by the Evaluation Committee, public presentations may be requested by the shortlisted firms prior to final selection by the Committee. The City reserves the right to request further information and to request best and final offers at the discretion of the City prior to commencement of negotiation with the highest evaluated firm.

Procurement Management will review each proposal in detail to determine its compliance with the E-RFQ requirements. If a proposal fails to meet the minimum qualifications and mandatory requirements, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the minimum qualifications and mandatory requirements are considered "Responsive Proposals" at this point in time and will be ranked/scored in accordance with the point allocation in Section 4.3 "Evaluation Criteria" of this E-RFQ.

The Developer will receive a ranking at the conclusion of the evaluation of the E-RFQ Evaluation Factors.

Note: This Step 1 RFQ, is a non-priced technical qualifications-based process. Pricing will only be a factor after shortlisting of firms and during the negotiation phase.

#### 4.3 Evaluation Criteria

The proposals will be evaluated and ranked in consideration of the following criteria:

Category
Desired Developer Qualifications
Cover Letter – Qualifications & Experience
Proposed Development Vision & Program
Conceptual Financial Structure / Financial Stability

#### 4.4 Shortlist Selection / Competitive Range

The top responsive and responsible Developers receiving the highest scored proposals will be selected for participation in the RFP process.

The Evaluation Committee's selection of the shortlisted Developers to participate in Step 2 of the solicitation process pursuant to this Section may either (1) elect to shortlist all responsive and responsible contractors, (2) limit the shortlist to those Developers identified within the competitive range, or (3) limit the shortlist to the number of Developers with whom the City may reasonably select as defined below. In the event the City elects to limit the shortlist to those Developers identified within the competitive range, the City will identify the competitive range by (1) ranking the Developers' proposals from highest to lowest, and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible Developers is so great that the City cannot reasonably shortlist all responsive proposers (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit the shortlist to the top three (3) ranked Developers as determined by the Total Score.

#### 4.5 Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Developers to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, or local laws and/or ordinances, all such presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Developers are not permitted to revise their responses as part of the presentation and/or demonstration. Cost information must not be discussed during the oral presentation of the Developer's technical solution. Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Developer's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Developer's name, E-RFQ number, and item number. Failure of Developer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the E-RFQ. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

### **5. List of E-RFQ Attachments**

The following documents make up this E-RFQ. Please see Section 2.2.2 "E-RFQ Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer (See Section 1.2).

#### Project Related Attachments:

- Attachment A – [Southern Grove Master Plan](#) (embedded link)
- Attachment B – Approved Residential Development Map, Overall Site Map, MPUD Conceptual Land Use Plan

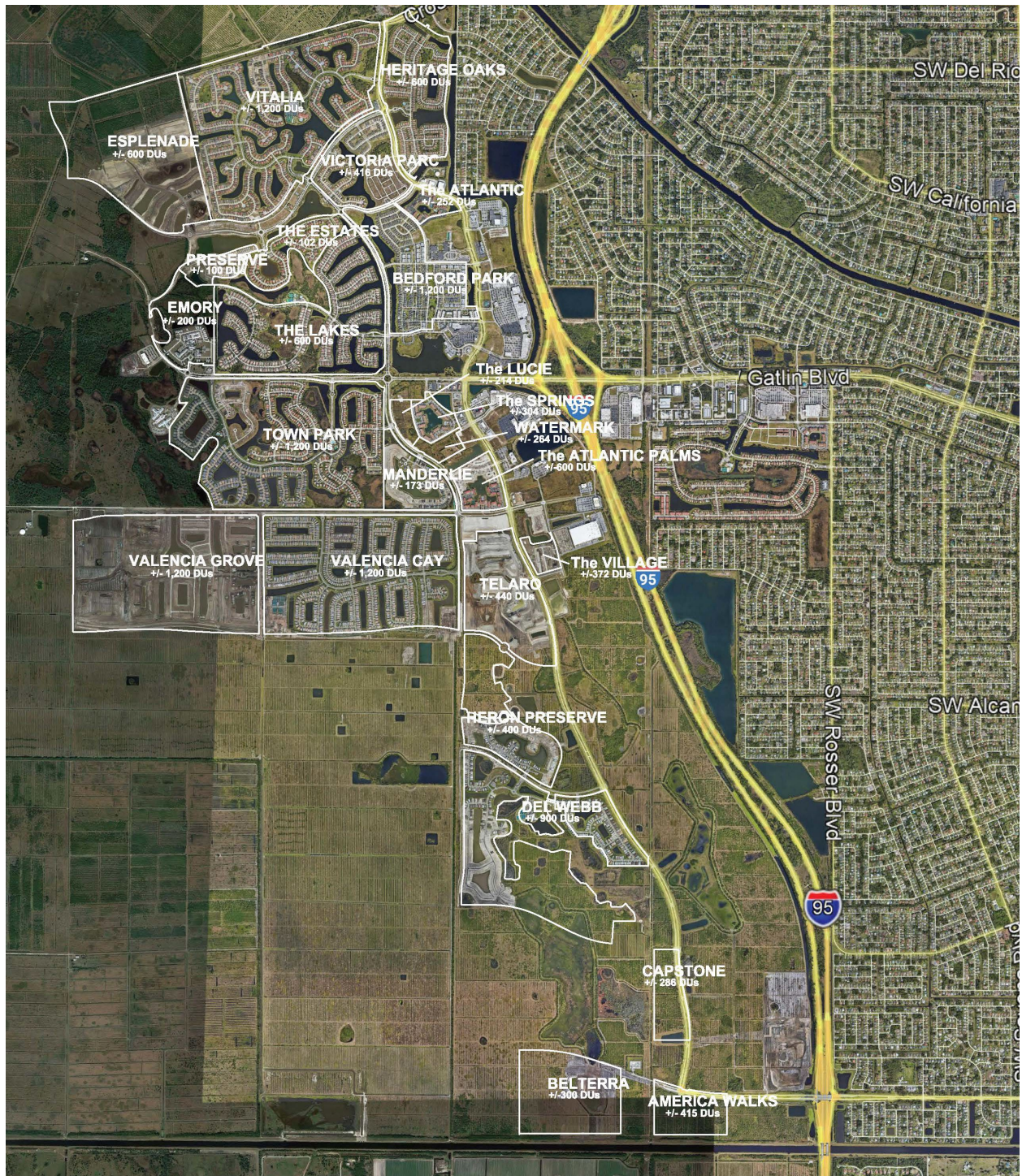
Required Forms – Attachment C

- Cone of Silence Form
- Proposer's Code of Ethics Form
- E-Verify Form
- Non-Collusion Affidavit
- Drug-Free Workplace Form
- Vendor Certification Regarding Scrutinized Companies Form

**\*\*Any documents indicated this E-RFQ must be returned in the system as a part of the response by the Developer. Failure to supply the completed document(s) may deem the Developer as non-responsive.**

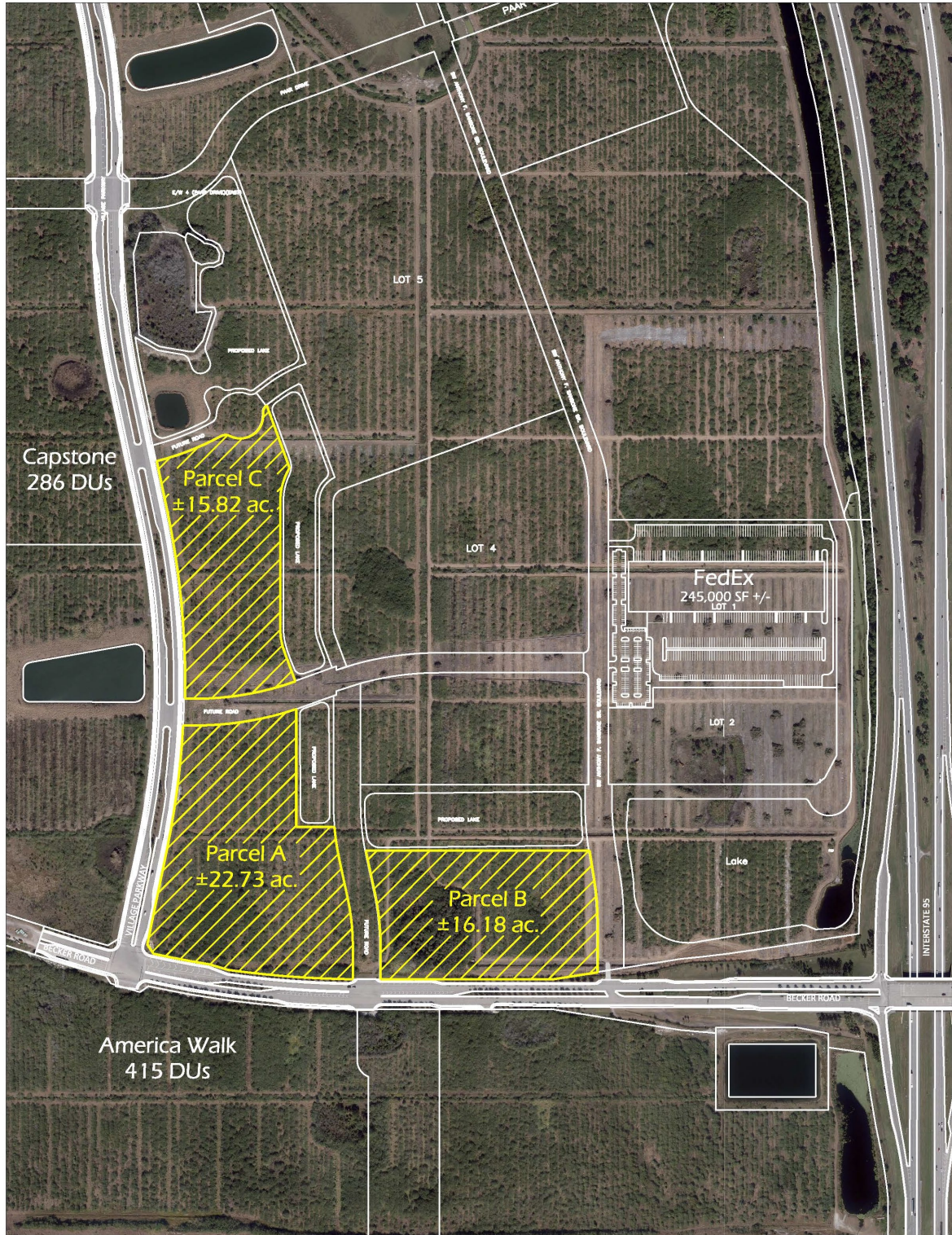


## APPROVED RESIDENTIAL DEVELOPMENT MAP





## OVERALL SITE MAP







## **NOTICE TO ALL PROPOSERS**

*To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the solicitation is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through **Mr. Nathaniel Rubel**, Issuing Officer, for the procurement of these services.*

*All questions regarding this Solicitation are to be submitted in writing the Issuing Agent, Nathaniel Rubel with the Procurement Management Department via e-mail [nrubel@cityofpsl.com](mailto:nrubel@cityofpsl.com), or by phone 772-344-4230. Please reference the Solicitation number on all correspondence to the City.*

*All questions, comments and requests for clarification must reference the Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.*

*Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.*

*\*NOTE: All addenda and/or any other correspondence before bid close date (general information, question and responses) to this solicitation will be made available exclusively through the [DemandStar's Website](#) for retrieval. All notice of intent to award documentation will be published on the [City Clerk's Website](#). Proposers are solely responsible for frequently checking these websites for updates to this solicitation.*

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Company and Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



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**RFQ #20230055**  
**PROPOSER'S CODE OF ETHICS**

The City of Port St Lucie ("City"), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Proposer's Code of Ethics.

- ◆ A Proposer's bid or proposal will be competitive, consistent and appropriate to the RFQ documents.
- ◆ A Proposer will not discuss or consult with other Vendors intending to propose on the same RFQ or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- ◆ Proposer will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- ◆ Proposer will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- ◆ Proposer will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- ◆ Proposer will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Proposer will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Proposer will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Proposer must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Proposer must require their suppliers (including temporary labor agencies) to do the same. Proposer must conform their practices to any

published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Proposer will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Date \_\_\_\_\_

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to proposers. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable contract. In the case of any discrepancies between it and the law, regulation(s) and/or contract, the law, regulatory provision(s) and/or vendor contract shall prevail.



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## E-Verify Form

### Supplier/Consultant acknowledges and agrees to the following:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
3. The Contractor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. The Contractor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095 Florida Statutes, during the term of this contract and all attributed renewals.
4. The Contractor hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this contract. If the Contractor has a contract terminated by a public employer for any such violation during the term of this contract, it must provide immediate notice thereof to the City.

**E-Verify Company Identification Number**

\_\_\_\_\_

**Date of Authorization**

\_\_\_\_\_

**Name of Contractor**

\_\_\_\_\_

**Name of Project**

\_\_\_\_\_

**Solicitation Number  
(If Applicable)**

\_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_(city), \_\_\_\_\_(state).

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



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**NON-COLLUSION AFFIDAVIT**

**RFQ #20230055 Development of the Becker / Village Lifestyle  
Commercial Center**

State of \_\_\_\_\_ }

County of \_\_\_\_\_ }

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name/s)

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Proposer that  
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. 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 contract for which the attached proposal has been submitted or to refrain from proposing in connection with such 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 of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. 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.

(Signed) \_\_\_\_\_

(Title) \_\_\_\_\_





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STATE OF FLORIDA    }  
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* \_\_\_\_\_

by: \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. \_\_\_\_\_

Notary Print: \_\_\_\_\_

Notary Signature: \_\_\_\_\_

**DRUG-FREE WORKPLACE FORM**  
**RFQ # 20230055**  
**Development of the Becker / Village**  
**Lifestyle Commercial Center**

The undersigned Contractor in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

(Name of Business)

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 the 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 proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, 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 Florida Statutes 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date:

**VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES' LISTS**

Vendor Name: \_\_\_\_\_

Vendor FEIN: \_\_\_\_\_

Authorized Representative's Name: \_\_\_\_\_

Authorized Representative's Title: \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Sections 287.135 and 215.473, Florida Statutes, prohibit Florida municipalities from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:  
<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates/QuarterlyReports.aspx>

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it 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, or it is found to have been engaged in business operations in Cuba or Syria.

Authorized Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature



"A City for All Ages"

## Solicitation Addendum Form

<b>Solicitation Number: 20230055</b>	<b>Solicitation Title: Development of the Becker / Village Lifestyle Commercial Center</b>
Issuing Officer: Nathaniel Rubel – Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
e-mail Address: <a href="mailto:nrubel@cityofpsl.com">nrubel@cityofpsl.com</a>	Telephone: 772-344-4230
Addendum Number: 1	Date: 07/12/2023

### **Questions and Answers**

1. Based on the RFQ documents, it seems the City is looking for one developer to develop the entire 55 acres with various mixed commercial uses along with high density condos or apartments. My company wouldn't be interested in doing any of the commercial uses but would be interested in developing multi-family rental apartments on one of the three parcels. Any one of the three would be suitable for what we would like to develop. Is this something that the City would entertain?

*Response: As stated in the RFQ, the GFC is looking for one developer to ultimately take down the parcels. It is anticipated that the selected developer would work with a multi-faceted team to facilitate the ultimate buildout of the tracts with the desired uses. The GFC is not looking to engage with developers of the individual uses at this time.*

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel – Assistant Procurement Director



"A City for All Ages"

## Solicitation Addendum Form

<b>Solicitation Number: 20230055</b>	<b>Solicitation Title: Development of the Becker / Village Lifestyle Commercial Center</b>
Issuing Officer: Nathaniel Rubel – Assistant Procurement Director	Solicitation Initially Posted to Internet: See DemandStar
e-mail Address: <a href="mailto:nrubel@cityofpsl.com">nrubel@cityofpsl.com</a>	Telephone: 772-344-4230
Addendum Number: 2	Date: 07/25/2023

### **Questions and Answers**

1. To satisfy the requirement in Section 2.2.4 Proposal Format / Evaluation Criteria; Tab 4. Conceptual Financial Structure / Financial Stability, we will need to provide very sensitive financial information. Does the company and/or personal financial information remain private in this submission or is it open for the public to review?

*Response: For exemptions from inspection or copying of public records, see generally, section 119.071, Florida Statutes. However, the City is unable to give proposers any legal advice. If you have any questions regarding application of Florida law to give your proposal, you should seek the advice of legal counsel.*

Note: In the event of a conflict between previously released information and the information contained herein, the latter shall control. Please let us know of any questions.

Cordially,

Nathaniel Rubel – Assistant Procurement Director