

# FORMER H.D. KING PLANT SITE REDEVELOPMENT



City of  
**Fort Pierce**  
FLORIDA  
& Fort Pierce Redevelopment Agency



**REQUEST  
FOR QUALIFICATIONS  
No. 2019-003**

RFQ Issued:  
Pre-Proposal Meeting:  
Submittals Due:

November 14, 2018  
December 5, 2018  
January 9, 2019  
at 3:00 PM

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# COMMUNITY PROFILE





## **I. EXECUTIVE SUMMARY - REQUEST FOR QUALIFICATIONS + PROPOSALS**

The City of Fort Pierce and the Fort Pierce Redevelopment Agency invite interested and/or qualified developers to submit a Statement of Qualifications for the redevelopment of approximately 7.2 acres comprising of several parcels generally known as the former H.D. King Plant property located at 311 North Indian River Drive. This site presents a remarkable riverfront redevelopment opportunity.

The City of Fort Pierce and FPRA are soliciting qualifications and proposals from qualified individuals, developers, or firms to design and develop a mixed-use project on the property that includes a hotel. The City is seeking creative development proposals that incorporate the elements and guiding principles outlined in this solicitation based on board member and community input. The desired uses listed should not limit a proposer's creativity and professional judgment in preparing a proposal.

# PROPERTY DESCRIPTION



Note: Illustration does not  
Portray actual parcel boundaries.



The H.D. King site was the former home of the electricity generating facility for the Fort Pierce Utilities Authority. The facility was demolished in 2008 and the site has gone through a series of soil remediation processes. The remediation has been completed and the site offers a blank slate of approximately 7.2 acres for redevelopment. The site has been graded and the City is in the final stages of construction of new seawalls for Moore’s Creek.

This site is definitely a diamond in the rough, offering unparalleled views of the Indian River Lagoon and walking distance to dining, arts, and entertainment.

The H.D. King site is currently zoned Light Industrial (I-1) reflective of its former use as a utility site, with an industrial land use. City Staff is supportive of a rezoning and change in land use to reflect the project proposed by the successful bidder. The City offers the development toolbox option of a Planned Development (PD) zoning category, which allows for a negotiated zoning district for that property based upon a development plan, as well as a variety of traditional classifications like Commercial General. Additionally, the City Planning Department is committed to “fast track” review processes for this site.

Please note: The surveys provided differ from what is listed by the property appraiser on parcel 1, The surveys indicate the area to be 4.27 acres plus the 1.0 acre shown as utility easements, while the property appraiser has parcel 1 listed as 3.75 acres and the same 1.0 acre for utility easements.

This property is located in Downtown Fort Pierce along the Indian River Lagoon. Home to one of the country’s most idyllic and historic main streets, and a small town gem according to a recent article in USA Today, Fort Pierce offers rich culture, history, and architecture. Fort Pierce is also home to an array of recreational activities and attractions, like the Historic Sunrise Theatre, and a vibrant waterfront.

Located east of the property is the City Marina, which was recently reconstructed to include a total of 247 slips to create a beautiful marine recreation destination. This marina was severely damaged during the 2004 hurricane season, but through joint efforts of the City of Fort Pierce, the Federal Emergency Management Agency, the Florida Department of Environmental Protection, and the US Army Corps of Engineers, it has been reconstructed as a unique ecological feature that enhances the waterfront of Fort Pierce.

To the north is a reinvigorated historic residential community named Edgartown, which is attributed for being the earliest settlement in the Fort Pierce area. To the south and west is Downtown Fort Pierce, the central business district. This area has undergone significant infrastructure improvements that has produced the most beautiful waterfront on the Treasure Coast.



*Complete legal descriptions, square footage and full size maps are included in the Appendix.*

# COMMUNITY SNAPSHOT





**F**ort Pierce is truly a unique gem on the Treasure Coast and we are committed to making our City sparkle. With recent redevelopment projects, historic preservation initiatives, and a focus on cultural and recreational amenities, Fort Pierce has become an exceptional place to live, work, learn, and play.

Situated on the “Treasure Coast,” named after the famed sinking of a Spanish treasure fleet in 1715, Fort Pierce is one of the oldest communities on the east coast of Florida. Incorporated in 1901, the city grew from 300 pioneers to over 45,000 residents today and encompasses approximately 31 square miles. Our city is a diverse, yet neighborly, community which embraces both the richness of our heritage and the promise of the future in St. Lucie County. Downtown has retained its old Florida charm and scale, as it has welcomed new development and revitalization. The historic Downtown waterfront affords residents contemporary shopping, dining, great fishing, and a range of entertainment and activities from the nationally acclaimed Farmers Market, Friday Fest, Jazz Craft Market and the city owned and operated historic 1,200-seat Sunrise Theatre for the Performing Arts.

Downtown Fort Pierce ranked among the nation’s most idyllic and historic main streets according to USA Today, and the only Florida city to make the list. The publication said, “Fort Pierce, a Treasure Coast ‘Old Florida’ town, cooled by breezes off the Indian River, won the 2011 Best Main Street designation from the National Trust. Swaying palm trees line the sidewalks, and the atmosphere evokes the early 1900s when the city came into its own. Period Spanish architecture punctuates the downtown area, the star of which is the historic Sunrise Theatre.”

In 2015, Fort Pierce’s Downtown Main Street was named Number 1 on a consumer-advocacy group’s list of “50 Best Small Town Main Streets” in America. The honor was given by Top Value Reviews, which ranked Fort Pierce top among cities with a population of less than 60,000. Fort Pierce was one of only two Florida cities named on the list and it beat out notable quaint small towns such as Nantucket, Massachusetts and Steamboat Springs, Colorado.

In March 2017, SmartAsset.com named Fort Pierce as the sixth Most Affordable Beach Towns in 2017.



COMMUNITY SNAPSHOT





**D**owntown Fort Pierce has many strong attributes that support continued reinvestment and development that include a growing downtown residential population, a unique waterfront location, visitor attractions, and accessible beaches. Downtown also is an attractive, pedestrian friendly business district with small rental spaces with a lower overhead conducive to specialty retailers looking to differentiate themselves from chain stores in the area. Cultural attractions such as the Sunrise Theatre, A.E. Backus Museum & Gallery and Manatee Observation Center along with a strong Downtown Farmers Market have helped draw customers from the greater Treasure Coast region to the downtown.

Downtown Fort Pierce is an eclectic commercial corridor with several business clusters including a growing arts/entertainment and food cluster, a home décor, antique and collectibles cluster, an apparel and jewelry cluster and a personal care cluster. Downtown also serves as a government and legal center, with several governmental agencies located in the area, including City Hall, Clerk of Court, St. Lucie County Court House, and U.S. Federal Courthouse.

Retail opportunity is driven by three key market segments: residents living within the local and regional trade areas, workforce employees and residents living in or adjacent to downtown and a visitor market that includes seasonal residents, short-term visitors staying in area rentals and hotels and day visitors. Downtown also captures sales from boaters that are using the marina. Many of these customer groups do not show up in traditional demographic reports but are a significant source of sales for local businesses.



## DOWNTOWN TRADE AREA DEMOGRAPHICS

	Primary Trade Area	Secondary Trade Area	Tertiary Trade Area
2015 Population	50,313	138,815	530,660
2020 Projected Population	52,394	144,604	554,165
an increase of	4%	4%	4%
Total Households	18,449	55,225	217,989
Median Age	37.0	43.2	47.8
Median Household Income	\$26,762	\$34,753	\$43,699
Average Household Income	\$38,892	\$49,767	\$64,010
Median Net Worth	\$219,626	\$449,459	\$741,000

\*Prepared by: Hilary Greenberg, Greenberg Development Services  
Charlotte, North Carolina

# COMMUNITY INPUT





The City of Fort Pierce hosted six pop-up community input booths at local events to educate the public on the redevelopment of the Former H.D. King Plant Site. A survey was also given at these booths to gather information on the community’s vision for the future of this site.

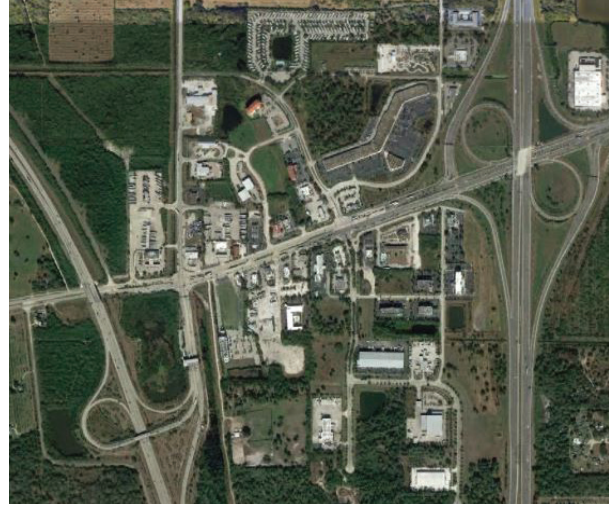
Based on comments by the community and the survey results, the public would like to see a mixed-use site with a hotel, restaurants and retail/ shopping.

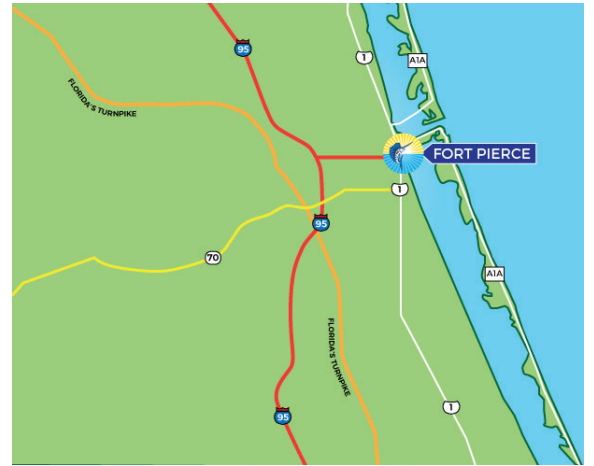
The results indicate that 54% of the community, who took the survey, stated that a hotel was what they would like to see developed at the Former H.D. King Plant Site. The results were almost equally matched when it came to whether a boutique or resort style hotel was the favor amongst the community. 39% of the public indicated that they would like to see restaurants added to this mixed-use site as well. Finally, 33% of the community, who took the survey, indicated that they would like to see retail/shopping incorporated at the site as well.

*The full report from the Community Input Meeting is attached in the Appendix.*



# ACCESSIBILITY





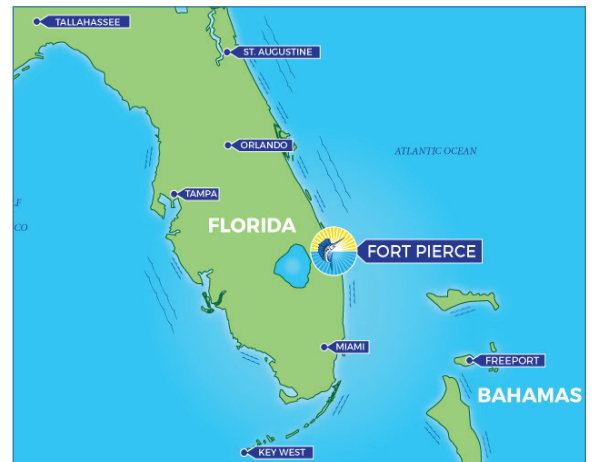
Extensive, dependable transportation and easy access is the key to growth, and St. Lucie County has both in abundance. Interstate Highway 95 and U.S. Highway 1 provide easy access to the country's east coast, from Key West to Maine. The Florida Turnpike stretches from just south of Miami through northern-central Florida, while State Road 70 runs from U.S. Highway 1 in Fort Pierce west to Bradenton, Florida.

Fort Pierce offers a plethora of transportation linkages which include highways, rail, a custom-serviced international airport, and a deep-water port – all of which enable easy access to all St. Lucie County has to offer. The Treasure Coast International Airport is also one of the busiest general aviation airports in the state and has US Customs on-site. International flight options within a two-hour drive are available at Miami, Fort Lauderdale, Palm Beach, Melbourne, and Orlando International Airports. Palm Beach International Airport offers major domestic connections within a 50-minute drive.

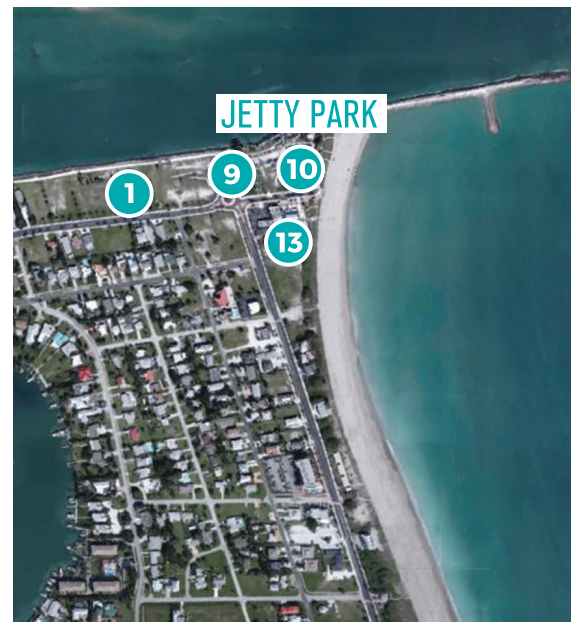
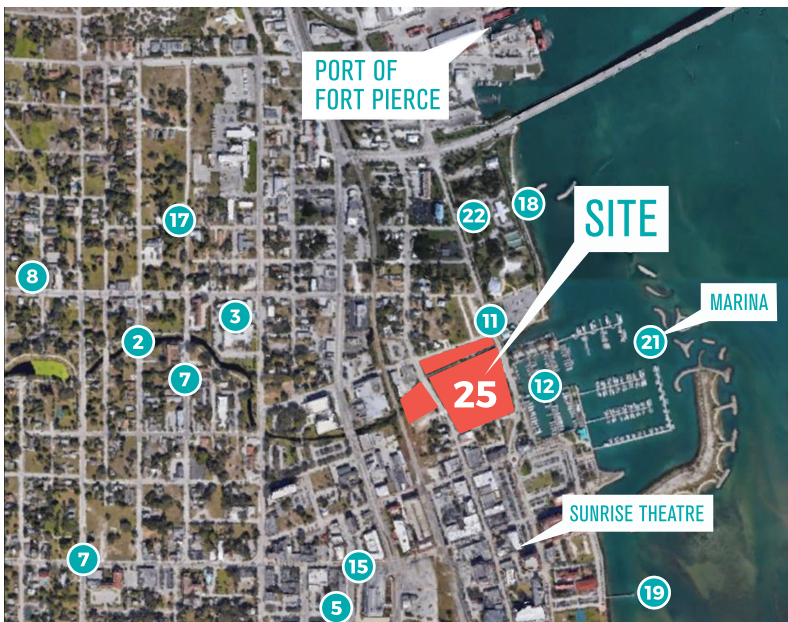


The City of Fort Pierce is continuously exploring regional transportation improvements to enhance the connectivity of our community. The City is pursuing a passenger rail stop for Downtown Fort Pierce and is open to discussion with all rail services including the new Brightline.

St. Lucie County, in partnership with the City of Fort Pierce, has established a mission to broaden and strengthen the economic base of the regional community by providing adequate infrastructure and development processes for mixed-use port development. St. Lucie County is currently exploring strategic options for the Port of Fort Pierce. The county owns 20 acres at the Port, adjacent to 67 acres owned privately, as well as 12 acres that house the privately-owned Indian River Terminal.



# CAPITAL IMPROVEMENT PROJECTS



## CAPITAL IMPROVEMENT PROJECTS • 2010-17 • 2 MILE RADIUS

- |  |  |
|--|--|
| 1. Inlet Linear Park   \$ 679,730.00                               | 14. SR A1A Phase (US1 to Blue Heron)   \$ 22,308,434.00      |
| 2. 9th Street Bridge Replacements   \$ 2,111,481.00                | 15. 5th Street & Orange Avenue to Boston   \$ 151,326.00     |
| 3. Moore's Creek Linear Park   \$ 3,892,619.00                     | 16. Georgia Avenue Drainage Basin Outfall   \$ 315,914.00*   |
| 4. 13th Street Orange Avenue to South of Avenue D   \$ 659,333.00* | 17. Lincoln Park Neighborhood Improvements   \$ 544,758.00   |
| 5. Atlantic / 5th Street Drainage Repair   \$ 24,655.00            | 18. Veterans Park Phase I - Indian River Dr.   \$ 400,450.00 |
| 6. Pinecrest Estates Drainage Improvements   \$ 535,234.00*        | 19. Melody Lane Fishing Pier   \$ 550,234.00                 |
| 7. 10th Street Moore's Creek to Citrus Avenue   \$ 2,081,442.00    | 20. Indian Hills Recreation Area Phase I   \$ 3,000,060.00*  |
| 8. 19th Street Canal Repairs   \$ 78,195.00                        | 21. City Marina Phase I   \$ 31,771,144.00   \$6,500,000     |
| 9. Jetty Park   \$ 1,360,439.00                                    | 22. Veterans Park Phase II   \$ 2,032,810.00                 |
| 10. Seaway Drive Sidewalk Enhancement   \$ 142,370.00              | 23. 21st Street & Havana Avenue   \$ 384,561.00*             |
| 11. Moore's Creek Dredging   \$ 90,000.00                          | 24. Indian Hills Recreation Area Phase II   \$ 2,333,885.00* |
| 12. Replacement of 20,000 Gallon Fuel Tank   \$ 264,867.00         | 25. King Power Plant Remediation   \$ 4,197,994.00           |
| 13. Alley 132   \$ 24,269.00                                       |  |

\* not pictured

*“A big thumbs up to the City of Fort Pierce for doing such a wonderful job and enhancing the community, your City should be a model for surrounding cities to improve and do for its residents.”*  
~L. DaCosta



Fort Pierce City Marina



Veterans Memorial Park



Moore's Creek

Downtown Fort Pierce, with its central location along the growing Treasure Coast, and its abundant natural and cultural amenities make it a prime location for private investment. Since 2010, there has been over 79 million dollars' worth of Capital Improvement Projects completed within a 2-mile radius of the former H.D. King Plant.

Located directly across from the King Plant, the [Fort Pierce City Marina](#) is the largest downtown development project to date totaling in excess of 31.7 million dollars. The Fort Pierce Marina was destroyed by back-to-back Hurricanes Frances and Jeanne in 2004. In response, the city embarked on a ten-year project to permit and construct a network of breakwater islands. A pilot project of the State of Florida, the islands have proven successful, innovative, and adaptable, while winning various technical awards and the Florida Main Street's Honor Award for outstanding public improvement. Fort Pierce remains committed to utilizing creative methods to protect and improve the Indian River Lagoon.

The Marina is home to fishing charter vessels, wildlife tours, and Freedom Boat Club. The City Marina consists of 247 slips that can accommodate up to 274 vessels up to 140 feet in length, a gift shop, fueling capabilities, and two restaurants on-site. The marina is open 22 hours per day, 7 days a week to accommodate boaters' needs. These long hours allow our customers to make the Bahamas crossing via one of the best deep water inlets in Florida just 2.5 miles away. The marina also provides the perfect place for boaters to dock while checking in with local customs at the nearby airport.

The newly redesigned [Veterans Memorial Park](#) is a 2-million dollar stormwater project located adjacent to the King Plant site. Not only does this project look absolutely beautiful and honor our veterans, it is also extremely effective in reducing pollutants and unwanted particles from entering our Indian River Lagoon.

[Moore's Creek](#), which bisects the H.D. King Site, is another stormwater project completed by the City of Fort Pierce. Improvements to Moore's Creek were made to provide water quality benefits to the existing 2,382 acre drainage basin that discharges into the creek and ultimately into the Indian River Lagoon. Improvements include the widening of the creek to provide additional storage capacity, installation of baffle boxes, and construction of littoral shelves.

The City is currently completing the seawall replacement project along both sides of Moore's Creek from 2nd Street to Indian River Drive. Approximately 1,044 feet of seawall was constructed in front of the existing seawall, secured with tie-backs and a wall cap encapsulating both the existing and new wall was installed. The total estimated construction cost is \$1,691,000 and will be completed in Summer 2017. Also, a new linear connection from Avenue A to Moore's Creek is envisioned.

# TOURISM





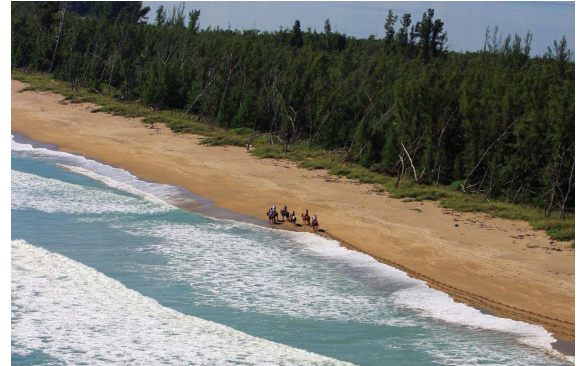
**F**ort Pierce is famous for being a quaint fishing village, but take a closer look and you will find a treasure trove of activities. As one of the most diverse communities on the Treasure Coast, Fort Pierce has the cultural excitement to rival any “big city” atmosphere. With weekly and monthly events and premier shows at the Sunrise Theatre, visitors never run out of things to do or people to meet.

Fort Pierce is located on the pristine Indian River Lagoon with one of the best all-weather inlets in the state of Florida. Even though Fort Pierce is known for its world class fishing, some visitors would rather take an eco-friendly motorized kayak down the Indian River or dolphin watch on a tour boat. Paddle boarding and horseback riding on unspoiled beaches is also a hit among tourists. Fort Pierce’s natural beauty is world renowned.

Our cultural enhancements include the Zora Neale Hurston Trail, commemorating the noted author and anthropologist who lived her last years in Fort Pierce and the Highwaymen Heritage Trail. The Highwaymen, also referred to as the Florida Highwaymen, are 26 storied, world-renown African American landscape artists who originated in the City of Fort Pierce. Visitors from all over the United States visit Fort Pierce to experience the Highwaymen Heritage Trail, a self-guided engaging and educational experience that recognizes these mostly self-taught landscape artists who have strong local, state, national and international significance.

Museums in Fort Pierce include the newly-enlarged Florida landscape artist A.E. “Beanie” Backus museum (directly east of the King Plant), and the St. Lucie Regional History Museum, with its satellite Adams Cobb Cultural Museum in the P.P. Cobb Building (to the immediate south of the King Plant). Fort Pierce’s most popular tourist attraction, the National UDT Navy SEAL museum, commemorates the birth of the Navy frogmen here in Fort Pierce, and chronicles the evolution of this military unit to today’s Navy SEALs.

Fort Pierce City Marina is home to the Southern Kingfish Association’s National Championship Fishing Tournament every three years bringing 250-300 fishing teams to Downtown Fort Pierce. SKA has also committed to add Fort Pierce to the tournament’s Pro Tour schedule during the off years.



# SPORTS & RECREATION





St. Lucie County boasts some of the best athletic facilities on the Treasure Coast with regional parks, stadiums, and athletic fields, just about any outdoor event could be happening any weekend.

Thousands of visitors rush to St. Lucie County to watch America's favorite pastime in Port St. Lucie – every Spring the New York Mets major leaguers are here to train and every summer the St. Lucie Mets are in full-swing at First Data Field. First Data field is located only 12 miles from the King Plant. Beyond the baseball field, sports fans can engage in golf, disc golf, tennis, pickle ball, skateboarding and more.

Private and public golf courses are plentiful, with the world renowned PGA courses in Port St. Lucie and our own Indian Hills Golf Course in Fort Pierce, as well as St. Lucie County's Fairwinds Golf Course and Gator Trace Golf and Country Club in Fort Pierce.

Host to collegiate, high school and youth baseball/softball competitions, the Lawnwood Sports Complex offers some of the best athletic surfaces on the Treasure Coast. Located only 2.5 miles from the King Plant site, the Lawnwood Sports Complex is utilized year round by out of town visitors and local residents. This magnificent asset plays host to multiple major sport events that drive thousands of hotel room nights and millions of dollars in economic impact.

The Southern Kingfish Association (SKA) hosts its National Championship at the Fort Pierce City Marina every three years bringing hundreds of anglers to Downtown Fort Pierce. Fishing tournaments have proven to be big business for Fort Pierce, attracting boaters from all over Florida regularly.

Fort Pierce is home to Indian River State College's NJCAA National Championship Swimming Team. In 2017, IRSC secured the men's 43rd consecutive and women's 39th overall national team titles.



HEALTH CARE





St. Lucie has an outstanding healthcare system, served by four hospitals: Lawnwood Regional Medical Center and Heart Institute and Level Two Trauma Center, Martin Health System, St. Lucie Medical Center and Tradition Medical Center, which provide life-saving care for patients with critical injuries from a four-county region. There are 44 major hospitals within a 100-mile radius.

Named a top performer by the Joint Commission, Lawnwood Regional Medical Center and Heart Institute is located in the City of Fort Pierce, only 2.8 miles from the King Plant site. Lawnwood Regional Medical Center & Heart Institute is a 380-bed acute-care hospital offering a full range of services. Lawnwood is home to the most experienced Heart Institute on the Treasure Coast and offers diagnostic, interventional and therapeutic care, including open-heart surgery. Other hospital services include a 24/7 emergency department, pediatric emergency department, labor/delivery and birthing, pediatrics, orthopedics, oncology, nuclear medicine, diagnostic services, and a full range of inpatient and outpatient general surgical services. Lawnwood provides the area's only Level III Neonatal Intensive Care Unit, Level II Trauma Center, Pediatric Intensive Care Unit and Compressive Stroke Center.

#### *Lawnwood Regional Medical Center & Heart Institute Accolades*

- Hospital Accredited by The Joint Commission
- Blue Distinction for Cardiac Care
- CARF Accreditation for Lawnwood Physical Rehabilitation Center
- Five-Star Recipient for Treatment of Heart Attack for 11 Years in a Row
- Five-Star Recipient for Vaginal Delivery for 2 Years in a Row
- American College of Surgeon Verified Level II Trauma Center

The St. Lucie County Fire District is the largest fire/EMS provider on the Treasure Coast and the fifth largest in the State of Florida. The Fire District operates 17 fire stations, which protect 271,000 residents and cover 614 square miles of St. Lucie County. During 2016, the Fire District responded to 51,935 calls.





## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

### 1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED). The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Applicants must submit one (1) original and ten (10) copies of the proposal. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR QUALIFICATIONS CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

### 2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

### 3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 35 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

### 4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

### 5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <http://www.cityoffortpierce.com>, Demandstar.com and Public Purchase.com.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. FAILURE TO DO SO WILL BE AT PROPOSER'S RISK. In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Division at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 35. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.



The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/ Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer.

Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. REPRESENTATION

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. DISQUALIFICATION OF PROPOSER

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. ADJUSTMENTS/CHANGES/DEVIATIONS

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. INSURANCE

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. PUBLIC RECORDS

Sealed bids/proposals and negotiation submittals are not public records subject to the provisions of s.119.07(1) FS until posting of a notice of decision or intended decision pursuant to 120.57(3) FS or 10 days after the bid or proposal opening, whichever comes first. [119.07(6)(m)]

34. PROPOSAL PREPARATION COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

***ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.***



## INSTRUCTIONS TO PROPOSERS

### 1. QUALIFICATION OPENING

1.1 Qualifications are due on or before Wednesday, January 9, 2019 at 3:00 PM. One (1) original, ten (10) copies and (1) digital copy of sealed qualifications shall be mailed or delivered to:

*Delivery Address:*  
City of Fort Pierce  
100 North U.S. 1  
Fort Pierce, FL 34950

*Mailing Address:*  
City of Fort Pierce  
P.O. Box 1480  
Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com) on the web site of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and Public Purchase.com ([www.publicpurchase.com](http://www.publicpurchase.com)).

Any qualifications proposals received after the designated time and date listed above will be returned unopened.

1.2 All proposals and qualifications will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public [viewing] only after contract award."

### 2. PRE-QUALIFICATION CONFERENCE

2.1 A Pre-Qualification Conference will be held at 3:00 PM on Wednesday, December 5, 2018 in the First Floor Conference Room, City Hall, 100 North U.S. 1, Fort Pierce, Florida. All interested bidders are encouraged to attend this pre-qualifications conference

### 3. INQUIRIES/QUESTIONS

3.1 All inquiries will be in a written format and addressed to the City Manager's Office with a copy to the Purchasing Division:

*TO:*  
City of Fort Pierce  
City Manager's Office  
P. O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 489-8042  
Email: [citymanagersoffice@city-ftpierce.com](mailto:citymanagersoffice@city-ftpierce.com)

*COPY:*  
City of Fort Pierce  
Purchasing Division  
P.O. Box 1480  
Fort Pierce, FL 34954-1480  
Fax: (772) 595-9948  
Email: [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com)

3.2 No inquiries will be received within seven (7) calendar days of qualification closing date.

4. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non-discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

5. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

6. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

7. PURCHASING CARD PROGRAM

7.1 The City has implemented a Purchasing Card Program. The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

7.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).



## SCOPE OF SERVICES / SPECIFICATIONS

### II. SOLICITATION, EVALUATION, AND NEGOTIATION PROCEDURES

In the interest of limiting the initial investment of effort and cost on the part of respondents, the disposition process for RFQ No. 2019-003 is organized in two stages: 1) Request for Qualifications (RFQ), and 2) Request for Proposals (RFP).

#### A. REQUEST FOR QUALIFICATIONS (RFQ)

Respondents shall submit the following information in their Statements of Qualifications in response to this RFQ:

1. A detailed description of the respondent's qualifications and experience.
2. A description of representative development projects completed by the respondent.
3. A demonstration of the respondent's ability to secure financing of large- scale development projects.
4. A preliminary development program including land use, intensity and development approach.

The Fort Pierce Redevelopment Agency does not require nor expect respondents to submit a specific development plan or design concept based on detailed architectural and engineering work as a part of their Statement of Qualifications. Each respondent must submit a conceptual development program indicating the proposed uses and intensity of uses that the respondent would intend to pursue. However, the Fort Pierce Redevelopment Agency will consider any illustrative graphics submitted which indicate characteristic or quality which respondent would intend to pursue to subject property.

In the event that a respondent refers to a specific development project in describing the respondent's qualification, experience and capability, the respondent should describe the role the respondent played in each such project. The Fort Pierce Redevelopment Agency expects respondents to give special attention to a demonstration of the respondent's ability to secure construction and permanent financing.

The Statement of Qualifications shall be submitted in bound form in an 8 ½ x 11 format. Respondents may include documents larger than 8 ½ x 11 provided that such documents are folded and/or inserted in a pocket which is bound into the Statement.

One (1) original, ten (10) copies and (1) digital copy of the respondent's Statement of Qualifications are required to be submitted in a sealed envelope received by 3:00 PM Wednesday, January 9, 2019.

*Delivery:*  
 City of Fort Pierce  
 Attn: Purchasing Division  
 100 N. US 1  
 Fort Pierce, FL 34950

*Mail:*  
 City of Fort Pierce  
 Attn: Purchasing Division  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480

All Statements of Qualifications, which are received according to the noticed timetable, will be opened immediately after 3:00 PM, Wednesday, January 9, 2019 and reviewed for analysis

City of Fort Pierce and Fort Pierce Redevelopment Agency staff will prepare a rating matrix for evaluation of each of the respondents based on the Statements of Qualifications received, and recommend an evaluation committee to review and evaluate qualifications.

City of Fort Pierce and Fort Pierce Redevelopment Agency will select a "short list" of respondents to receive a Request For Proposals based on the Statements of Qualifications, the review, and recommendations of the responsible staff. It is anticipated that the short list will contain between two (2) and five (5) respondents with three (3) respondents suggested as an appropriate number of respondents included in the short list.

Respondents will be notified in writing of their selection to the short list.

B. REQUEST FOR PROPOSALS (RFP)

Following the selection of the short list of respondents, the City of Fort Pierce and the Fort Pierce Redevelopment Agency will notify the selected respondents and transmit a specific RFP to each of the selected respondents. It is anticipated that the RFP will require that respondents submit:

1. A conceptual preliminary development plan including a preliminary site plan showing proposed scale, height, and architecture of the proposed development.
2. A detailed description of the manner in which the proposed development plan achieves the goals established in the Fort Pierce Redevelopment Agency Community Redevelopment Plan.
3. A preliminary assessment of the traffic impacts of the proposed development plan.
4. An analysis of the economic feasibility of the preliminary development plan.
5. A description of a proposed financing plan.
6. Proposed property acquisition terms.
7. A preliminary project implementation schedule.

Following interviews of each respondent, City of Fort Pierce and Fort Pierce Redevelopment Agency staff will evaluate the proposals, rank each of the respondents, and recommend a preferred developer. The Fort Pierce Redevelopment Agency will then enter into negotiations with the highest ranked respondent for a period of ninety (90) days. If an agreement in principle cannot be reached with the highest ranked respondent within ninety (90) days, the Fort Pierce Redevelopment Agency will commence negotiations with the next highest ranked respondent, and so on until an acceptable agreement has been reached with a qualified respondent.

C. CONTACT PERSON

Procedural questions related to the King Plant Redevelopment disposition process, see page 29, Inquiries/Questions.

Requests for substantive clarification or information should be submitted in writing to the same address. The deadline for submission of written questions and requests for clarification shall be no later than January 2, 2019.

D. EVALUATION CRITERIA

The evaluation criteria in the selection of respondents for the "short list" for the RFP stage of the disposition process will include but not be limited to the following:

1. Qualifications and experience of the respondent and key members of the development team.
2. Financial capacity of the respondent to acquire and redevelop the power plant property.
3. The extent to which the preliminary development program is consistent with the goals, policies, and objectives of the Community Redevelopment Plan for the Fort Pierce Redevelopment Agency.

III. REQUEST FOR QUALIFICATIONS GUIDELINES

A. DEADLINE FOR SUBMITTAL OF STATEMENTS OF QUALIFICATIONS

- Statement of Qualifications shall be submitted to the Purchasing Division on or before 3:00PM, January 9, 2019.

B. FORM AND NUMBER OF COPIES

- Each respondent shall submit one (1) original, ten (10) copies and one (1) digital copy of their Statement of Qualifications in 8 1/2 x 11 format. The Statement of Qualification shall be submitted in a sealed envelope marked in bold:

**STATEMENT OF QUALIFICATIONS FORT PIERCE REDEVELOPMENT AGENCY  
RFQ NO. 2019-003  
KING PLANT PROPERTY REDEVELOPMENT**

C. ADDRESS FOR SUBMITTAL

Statements of Qualifications and Proposals shall be sent to:

*Delivery:*

City of Fort Pierce  
Attn: Purchasing Division  
100 N. US 1  
Fort Pierce, FL 34950

*Mail:*

City of Fort Pierce  
Attn: Purchasing Division  
P.O. Box 1480  
Fort Pierce, FL 34954-1480

D. MINIMUM CONTENTS OF STATEMENT OF QUALIFICATIONS

Each Statement of Qualification shall include the following information. To the extent that a respondent is comprised of one or more business entity or person, information relative to each member of such team shall be provided:

Qualifications

1. Name and address of respondent, including all team members if any, including personnel who will be involved and the business addresses of key individuals.
2. Nature of respondent's business organization including state of incorporation or formation of partnership, if any.
3. Respondent's organizational structure.
4. The respondent's professional qualifications and experience in development, financing, and management of comparable projects. The specific role played by the respondent in any project, which is referred to in regard to the respondent's experience, shall be described in detail.
5. Documentation demonstrating the respondent's financial capacity to acquire (to be determined) and develop the property and to obtain financing for large-scale real estate development projects.
6. List of references including contact names, addresses, telephone and facsimile numbers.

Preliminary Development Project Program

1. Description of preliminary development program including proposed uses, intensity of uses, and general character of development.
2. Description of types and numbers of structures, including anticipated dimensions and character of buildings.
3. Description of anticipated pricing of real estate products and other indicators of character and quality of the proposed development program.
4. Description of special amenities or design features anticipated to be included in the development program.

In their Statement of Qualifications, candidates are expected to focus the respondent's qualifications and experience and to illustrate the character of development proposed with illustrations of other development projects. In their Statement of Qualifications, respondents must describe their experience with similarly situated properties or projects and to demonstrate their ability to understand and successfully deal with the physical and market environment influencing the project concepts. Respondents are encouraged to use available materials including graphic images (photographs and/or drawings) of projects in which the respondent was not involved, but are images that reflect concepts or ideas that the respondent proposes for the former H.D. King Plant site.

IV. DISCLOSURES AND DISCLAIMERS

The information contained in this Request for Qualifications (RFQ) is provided solely for the convenience of the proposer. The City of Fort Pierce and Fort Pierce Redevelopment Agency have assembled the information in a good faith effort to assist in the disposition process; however, the City of Fort Pierce and Fort Pierce Redevelopment Agency make no representation, warranty, or guarantee as to the accuracy of the information. It is the responsibility of the proposer to verify that the information is accurate.

The City of Fort Pierce and Fort Pierce Redevelopment Agency reserve the right to accept any submittal and/or proposals deemed to be in the best interest of the City of Fort Pierce and Fort Pierce Redevelopment Agency, to waive any irregularities in any proposals, or to reject any and/or all submittals and/or proposals and to re-advertise for new proposals.

The City of Fort Pierce and Fort Pierce Redevelopment Agency do not assume any financial or other obligation to any respondent. Any Statement of Qualifications submitted in response to this RFQ is at the sole risk and responsibility of the party submitting such Statement.

The City of Fort Pierce and Fort Pierce Redevelopment Agency, nor any of their advisor(s) will pay a brokerage, finders, or referral fee to any party in connection with this RFQ. In the event of any conflict between this section and the rest of the RFP, the provisions of this section shall take precedence.

# SECTION 5: FORMS TO BE RETURNED



<b>DELIVER TO:</b> City of Fort Pierce 100 North U.S. 1 Fort Pierce, FL 34950  <b>MAIL TO:</b> City of Fort Pierce Purchasing Division P.O. Box 1480 Fort Pierce, FL 34954-1480	<b>REQUEST FOR  QUALIFICATIONS  and  QUALIFICATIONS  ACKNOWLEDGMENT</b>
<b>Contact: Purchasing Division, 772-467-3749</b>	<b>RFQ No: 2019-003</b>
<b>Pre-Qualification Conference Date:</b> September 13, 2017 at 3:00 PM	<b>RFQ Title:</b> <b>KING PLANT PROPERTY REDEVELOPMENT</b>
<b>Pre-Qualification Location:</b> City Hall, 2nd Floor Conference Room 100 North U.S. 1 Fort Pierce, FL 34950	<b>RFQ Opening Location:</b> City of Fort Pierce Purchasing Division 100 North U.S. 1, 1st Floor Ft. Pierce, Florida 34950
<b>RFQ Due Date &amp; Time:</b> November 8, 2017 at 3:00 PM	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
<b>Proposer Name:</b> _____  <b>Mailing Address:</b> _____ _____ _____ _____	I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.  X _____ <i>Authorized Signature (Manual)</i>
<b>City, State, Zip Code:</b>	<b>Typed or Printed Name:</b>
<b>Type of Entity (Circle One):</b> Corporation Partnership Proprietorship	<b>Title:</b>
<b>Incorporated in the State of:</b> _____ <b>Year:</b> _____	<b>Delivery in</b> _____ <b>days, ARO</b>
<b>Phone Number:</b>	<b>Payment Terms: Net 30 Days</b>
<b>Fax Number:</b>	<b>FEIN or SS Number:</b>
<b>E-Mail Address:</b>	<b>Local Business:</b> ___Y___N <b>MWBE:</b> ___Y___N
<b>Bid Security is attached, when required, in the amount of \$</b> _____ <b>F.O.B. DESTINATION</b>	<b>If returning as a "No Bid" state reason:</b>
<b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID.</b>	

## DECLARATION OF INTEREST

Each respondent shall execute a Declaration of Interest in substantially the following form:

The undersigned, as Respondent, declares that the only persons interested in this Statement of Qualifications submitted in response to this Request for Qualifications are named herein, that no other person or entity has any interest in this Statement of Qualifications or any Proposal which may arise out of the Statement, that this Statement of Qualifications is submitted without connection or arrangement with any other person and that this Statement of Qualifications is true and correct and is in every respect fair, in good faith, and without collusion or fraud.

The Respondent further declares that he/she/it has complied in every respect with all of the instructions to respondents, that he/she/it has read the Request for Qualifications and any addenda [which addenda shall be listed in the declaration] which may be issued and that he/she/it has satisfied himself/herself fully with regard to all matters and conditions with respect to the Proposal.

\_\_\_\_\_  
Name of Firm, Individual or Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

**DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified 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 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 proposed 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 bid, 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 employees 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.

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

## CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline ~ it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:	YES	NO
Is Request for Qualifications cover page (page 35) completed, signed and attached?		
Include proof of proper licensing as stated in qualification documents.		
Qualifications envelope is marked accordingly.		
Is Drug-Free Workplace form signed and enclosed (if applicable)?		
Is Declaration of Interest form signed and enclosed?		
Are eleven (11) complete qualifications packages included (one original and ten copies and 1 digital copy)?		
Is each Addendum (when issued) signed and included?		

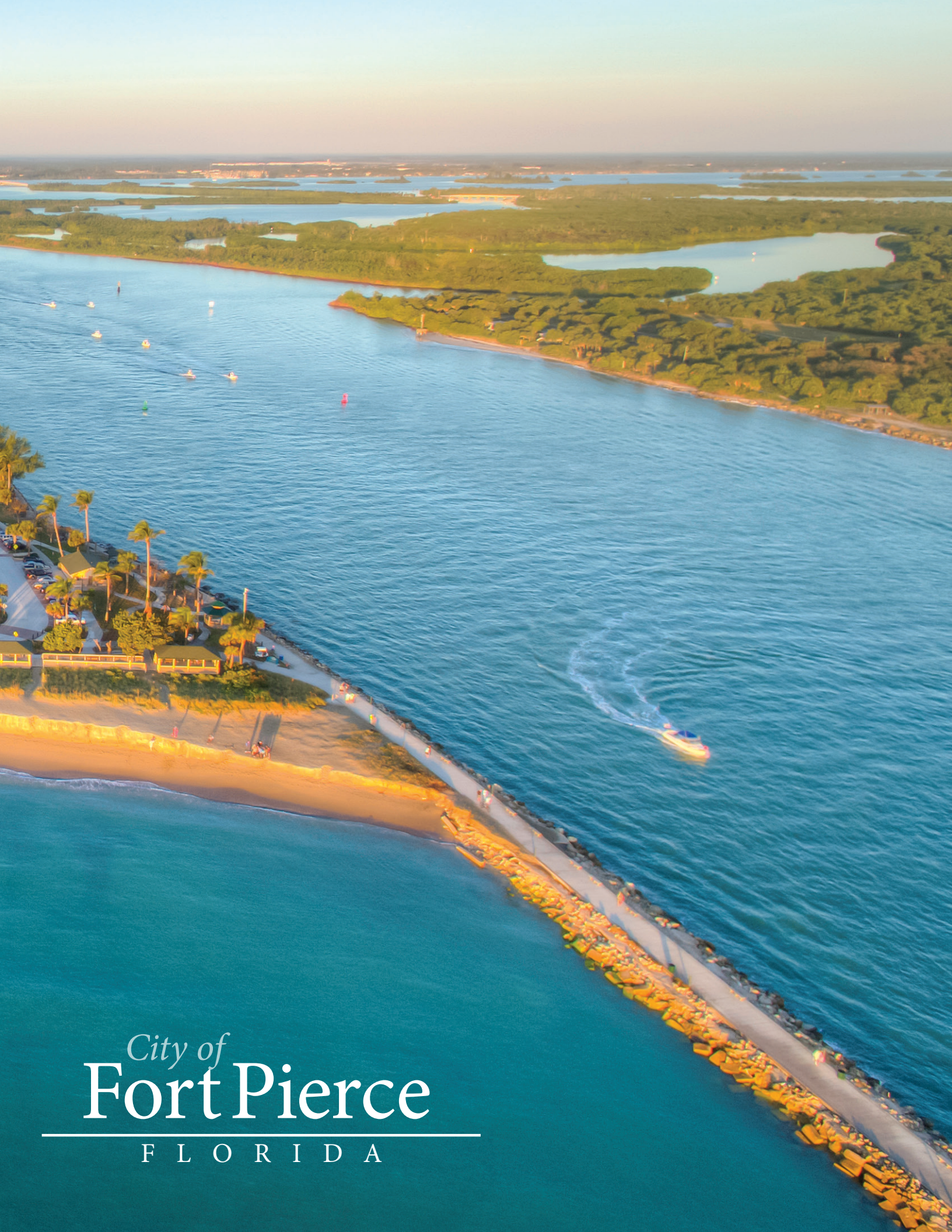
PLEASE SIGN AND RETURN WITH QUALIFICATION

\_\_\_\_\_  
*Proposer's Signature*

\_\_\_\_\_  
*Date*

# APPENDICES

1. Appraisal of the H.D. King Power Plant Site
2. Parcel Legal Descriptions
3. Site Utilities Map
4. Development Area Map
5. King Plant Boundary Survey 12/2000
6. Parcel 1 Survey
7. Moore's Creek Linear Park Extension
8. H. D. King Site Community Survey Report
9. Visit St. Lucie County Visitor Tracking Report • January to March 2017
10. Treasure Coast Sports Commission Economic Impact Report • FY2014-15 & FY2015-16
11. Downtown Fort Pierce Map
12. City of Fort Pierce Snapshot
13. Site Remediation Completion Order



*City of*  
**Fort Pierce**

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F L O R I D A