

SOUTH HUTCHINSON ISLAND MIXED-USE DEVELOPMENT OPPORTUNITY



**REQUEST
FOR PROPOSALS
NO. 2022-031**

RFP Issued: September 23, 2022
Pre-Proposal Meeting: October 5, 2022
Proposals Due: December 1, 2022

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I. EXECUTIVE SUMMARY - REQUEST FOR PROPOSALS

The Fort Pierce Redevelopment Agency (FPRA), a dependent special district of the City of Fort Pierce, invites interested developers to submit a proposal for the redevelopment of approximately 0.65 acres comprising of two parcels. This property is located on South Hutchinson Island with beach access across the street and two blocks from the iconic Jetty Park along with restaurants and other entertainment venues. The parcels are currently being used for temporary surface parking and are prime for redevelopment.

The FPRA is soliciting qualifications and proposals from qualified individuals, developers, or firms to create a redevelopment project that capitalizes on the site's prominent location and provides a mix of complementary uses including a public parking component to serve the South Beach district.

The FPRA 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.

PROJECT GOALS

Economic Development: Achieve redevelopment of parcels that will add to the tax base and stimulate the economic activity in the redevelopment area.

Quality Design: Development will be of high architectural quality and well-planned site design for maximum efficiency while taking into consideration the neighboring parcels.

CRA Goals and Community Input: Development should bear in mind the goals outlined in the attached CRA Plan and feedback provided by the community in the attached Community Input Report.

COMMUNITY SNAPSHOT





South Hutchinson Island, affectionately known as “South Beach,” offers miles of uncrowded and pristine beaches where nearly half the coastline is public preservation — a rare characteristic for a South Florida beach destination. What’s more, is that visitors enjoy more public beach access points per square mile than any other coastal community in Florida. South Beach offers a laidback, old-Florida vibe with boating, fishing, lounging on the beach, exercising, bicycling, etc.

This vibrant and beachy community is evolving as a wonderful dining and entertainment district with several restaurants and bars to choose from. South Beach is also home to fascinating museums and research institutions like the Smithsonian Marine Research Center and a Coast Guard base. The Fort Pierce Inlet, dredged 100 years ago, offers boaters a safe passageway into the Atlantic Ocean and is known for its calm, clear waters, and great fishing!

Prime waterfront land bounded by the Fort Pierce inlet to the north, intracoastal waterways to the West and the Atlantic Ocean to the East. South Beach is the second most populated district in the FPRA with a population of 4,310 and a median age of 62. Furthermore, it is the most affluent community, with a homeownership rate of 68 percent, a median income of \$77,599 and a median disposable income of \$64,536.

Its proximity to Fort Pierce’s downtown built environment, a diversity of civic uses, museums, research facilities, an international port and airport are a few of the features why South Beach is establishing itself as a unique, desirable tourism destination. The vision of the City and its community is to create a competitive world-class destination that supports a pedestrian-friendly, mixed-use urban experience in harmony with nature.





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 Statement of Qualifications/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, six (6) copies and (1) digital copy of SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSALS 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 the 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> and Demandstar.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 at the time of proposal opening be a fully authorized agent or representative of the company or organization, and capable of producing the project proposed and will certify to that 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, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
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.
36. CANCELLATION
This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

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. OPENING

1. Statement of Qualifications are due on or before December 1, 2022 at 3:00 PM. One (1) original, six (6) copies and (1) digital copy of sealed proposals 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 document are available electronically from the Purchasing Division by email request to biddesk@cityoffortpiece.com or on the website of DemandStar.com and the City of Fort Pierce Purchasing website www.cityoffortpiece.com.

2. All submittals 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."
3. As provided in the Request for Proposals, discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of the identity of competing offerors or of any information derived from proposals submitted by competing offerors.

2. INQUIRIES/QUESTIONS

1. All inquiries shall be in a written format and addressed to the Economic Development Manager with a copy to the Purchasing Manager:

TO:
 Shyanne Harnage
 Economic Development Manager
 100 North US Hwy 1
 Fort Pierce, FL 34950
 Phone: (772) 467-3034
 Email: sharnage@cityoffortpiece.com

COPY:
 Gelencia Carter, MPA
 Purchasing Manager
 100 North US Hwy 1
 Fort Pierce, FL 34950
 Fax: (772) 467-3848
 Email: biddesk@cityoffortpiece.com

2. A pre-qualification meeting will be held on Wednesday, October 5, 2022 at 10:00 AM at Fort Pierce City Hall, 100 N. US Highway 1, Fort Pierce, FL 34950. Attendance is optional for proposers.
3. No questions/inquiries will be received after November 18, 2022 at 5:00 PM.

3. 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.
4. 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.
5. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)
Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

SPECIFICATIONS

SOLICITATION, EVALUATION, AND NEGOTIATION PROCEDURES

1. PROPOSAL CONTENTS
Respondents shall submit the following information in their Proposal in response to this solicitation. Each section should be divided and clearly marked.
 1. A detailed description of the respondent's qualifications and experience.
 2. A description of representative development projects completed by the respondent.
 3. A description of a proposed financing plan and demonstration of the respondent's ability to secure financing.
 4. A conceptual preliminary development plan including a preliminary site plan showing proposed scale, height, and architecture of the proposed development.
 5. 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 and project goals.
 6. An analysis of the economic feasibility of the preliminary development plan.
 7. Proposed property acquisition terms.
 8. A preliminary project schedule.

All proposals will be judged based on the public benefits created by the proposed developments, including the continued public parking component on the site.

Following interviews of each respondent, An evaluation committee will be selected to evaluate proposals, considering both the written proposal and reference checks. Upon completion of the evaluations, the evaluation committee will rank the proposal taking into consideration the importance of the evaluation factors set forth below. The responsibility for final selection and award of a contract rests solely with the FPRA Board. The FPRA Board's decision will be final.

The FPRA reserves the right to negotiate the exact terms and conditions of a contract with the proposer selected by the FPRA. If negotiations with the proposer selected by the FPRA do not produce an acceptable contract, the FPRA reserves the right to beign negotiations with an alternate proposer, as directed by the FPRA until an acceptable contract is negotiated or to break off negotiations with all proposers and not award a contract.

2. EVALUATION CRITERIA

Preliminary Development Plan	Points: 25
Qualifications/Experience of Proposer	Points: 20
Acquisition Terms	Points: 15
Economic Feasibility/Financing	Points: 10
Schedule	Points: 10
Meeting CRA/Project Goals	Points: 10
Public Benefit	Points: 10

3. DISCLOSURES AND DISCLAIMERS

The information contained in this Request for Proposal (RFP) 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 Proposal submitted in response to this RFP is at the sole risk and responsibility of the party submitting such Proposal.

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 RFP. In the event of any conflict between this section and the rest of the RFP, the provisions of this section shall take precedence.

<p>DELIVER TO: City of Fort Pierce 100 North U.S. 1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p>REQUEST FOR PROPOSALS</p>
<p>Contact: Purchasing Division, 772-467-3749</p>	<p>RFQ/P No: 2022-031</p>
<p>Pre-Proposal Meeting Date: October 5, 2022 at 10:00 AM</p>	<p>RFQ/P Title: SOUTH HUTCHINSON ISLAND MIXED-USE DEVELOPMENT OPPORTUNITY</p>
<p>Pre-Proposal Meeting Location: City Hall 2nd Floor Conference Room 100 North U.S. 1 Fort Pierce, Florida 34950</p>	<p>RFP Opening Location: City of Fort Pierce Purchasing Division 100 North U.S. 1, 1st Floor Fort Pierce, Florida 34950</p>
<p>RFP Due Date & Time: December 1, 2022 at 3pm</p>	<p>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.</p>
<p>Proposer Name: ----- Mailing Address: ----- ----- ----- ----- -----</p>	<p>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.</p> <p style="text-align: center;">X _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code:</p>	<p>Typed or Printed Name:</p>
<p>Type of Entity (Circle One): ____ Corporation ____ Partnership ____ Proprietorship</p>	<p>Title:</p>
<p>Incorporated in the State of: ____ Year: ____</p>	<p>Delivery in ____ days, ARO</p>
<p>Phone Number:</p>	<p>Payment Terms: Net 30 Days</p>
<p>Fax Number:</p>	<p>FEIN or SS Number:</p>
<p>E-Mail Address:</p>	<p>Local Business: __Y__N MWBE: __Y__N</p>
<p>Bid Security is attached, when required, in the amount of \$<i>NOT APPLICABLE</i> F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>

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 Proposal submitted in response to this Request for Proposals are named herein, that no other person or entity has any interest in this Proposal is submitted without connection or arrangement with any other person and that this Proposal 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 Proposals 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 Proposal cover page completed, signed and attached?		
Include proof of proper licensing as stated in qualification documents.		
Is Drug-Free Workplace form signed and enclosed (if applicable)?		
Is Declaration of Interest form signed and enclosed?		
Are 6 complete packages included? (1 original, 5 printed copies and 1 digital copy)		
Is each Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH PROPOSAL.

Proposer's Signature

Date

APPENDIX

1. 301 S. Ocean Drive Parcel Report
2. 306 Hernando Street Parcel Report
3. Fort Pierce Redevelopment Plan
4. Colliers International Market Study
5. Previously approved Planned Unit Redevelopment Site Plan
6. Appraisal Reports - 2016 and 2022