

Southwest Ranches Council
Mayor Steve Breitreuz
Vice Mayor Gary Jablonski
Jim Allbritton
Bob Hartmann
David Kuczenski



Town Administrator
Andrew Berns

REQUEST FOR PROPOSALS

RFP No. 22-007

Town of Southwest Ranches
Is seeking proposals for:

ACQUISITION AND DEVELOPMENT OF VACANT LAND AT THE WEST BROWARD INDUSTRIAL PARK, WITH A CONTINUED PERCENTAGE PARTICIPATION IN THE GROSS REVENUE, OR OTHER REVENUES, ONCE THE DEVELOPMENT HAS BEEN COMPLETED

Date issued/available for distribution: Friday, January 14, 2022.

Proposer shall submit one (1) unbound original, ten (10) bound copies of the completed proposal, and one (1) electronic copy of the entire proposal in a PDF or similar format, which must be received by the Office of the Procurement no later than **Friday, February 18, 2022, at 11:00 a.m. local time.** See Section 1.8 for mailing instructions.

Non-Mandatory Pre-Bid Conference: Monday, January 24, 2022, at 2:00 p.m. local time. See Section 1.4, of this RFP for the location of the Pre-Proposal Conference.

Site Visit: Non-Mandatory, Monday, January 24, 2022, at 2:00 p.m. local time. See section 1.5 of this RFP for the location of the Site Visit.

ENVELOPE MUST BE IDENTIFIED WITH THE DEADLINE DATE FOR SUBMISSION OF PROPOSALS AND THE RFP NUMBER

CAUTION

Amendments to this Request for Proposals will be posted on the Southwest Ranches Procurement Department's website which can be accessed at <http://southwestranches.org/procurement>. As they are issued, all amendments to solicitations will be posted under the applicable solicitation on our system. It is the proposers sole responsibility to routinely check the system for any amendments that may have been issued prior to the deadline for receipt of bids.

Southwest Ranches shall not be responsible for the completeness of any RFP document, amendment, exhibit or attachment that was not downloaded from the system or obtained directly from the Procurement Department.

IN ACCORDANCE WITH THE PROVISIONS OF ADA, THIS DOCUMENT MAY BE
REQUESTED IN AN ALTERNATIVE FORMAT.

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SECTION 1 GENERAL INFORMATION

1.1 ISSUING OFFICE

This Request for Proposals (“RFP”) is issued by the Town of Southwest Ranches, a political subdivision of the State of Florida (“Town”), by and through its Procurement Department (“Department”). The Department is the SOLE point of contact concerning this RFP. All communications regarding this RFP must be done through the Department (See Section 1.9, Contact Person).

1.2 PURPOSE OF THE PROJECT

The Department is soliciting alternate proposals from qualified and experienced firms to acquire, and to develop three (3) parcels of land, containing approximately 24.3622 +/- acres of unimproved land (“Property”), owned by the Town, with a continued percentage participation in the gross rental revenue, or other revenues, once the development has been completed. The parcels are located generally west of NW 196th Avenue, north of Sheridan Street, and east of SW 202nd Avenue, in the West Broward Industrial Park.

The Department’s goals for this RFP are to:

- Provide for the acquisition of the Property;
- Provide for the development and operation of a commercial or industrial development on the Property;
- Maximize the use of the Property; and
- Generate rental or other revenues, which will enable the Town to receive additional participation revenue once the development has been completed.

1.3 OPPORTUNITY OFFERED

The Department is soliciting alternate proposals from qualified parties to acquire, and to develop three (3) parcels of land, containing approximately 24.3622 +/- acres of unimproved land (“Property”), owned by the Town, with a continued percentage participation in the gross rental revenue, or other revenues, once the development has been completed. The Property is located generally west of NW 196th Avenue, north of Sheridan Street, and east of SW 202nd Avenue, in the West Broward Industrial Park in the Town of Southwest Ranches, Florida. The three parcels that comprise the Property are zoned Manufacturing (M) and identified by the Broward County Property Appraiser with Folio Numbers: 5139 02 04 0510; 5139 02 04 0500; and 5139 02 04 0490. (hereinafter “Former CCA Property”). A general location map is attached as Exhibit 1. The property will be acquired for commercial or industrial purposes, “AS-IS” with no warranties or representations of any nature. The Property has been previously determined to contain wetlands, which may require offsite mitigation. In addition, the developer shall be required to

run Sunrise water and sewer service to the site, or the developer will need to provide onsite well and septic, as may be permitted by the responsible authorities.

The Site, zoned M (Manufacturing), is located in a manufacturing and industrial district is intended for manufacturing and industrial uses, some of which involve the use, handling and storage of hazardous materials, or require a substantial amount of open air storage area. See Article 55 of the Town's Code of Ordinances and Unified Land Development Code for additional information regarding uses and development standards. The Proposer is expected to include a Conceptual Site Plan to demonstrate how the Site will be used. The Site Plan should be developed in accordance with the Town's Code and must detail whether any conditional uses requiring a special exception use permit are necessary to achieve the intended goals and objectives. In addition, the Proposer shall provide a development schedule and proof of financial capabilities, which may be submitted in a separate sealed enveloped specifically marked as "Confidential Trade Secret".

A survey prepared by Avirom & Associates, Inc. of the Site dated March 5, 2016 is attached hereto as Exhibit "2".

1.4 NON-MNADATORY PRE-PROPOSAL CONFERENCE

The Non-Mandatory Pre-Proposal Conference, will be held in the Town's Grand Oaks Conference Room or Council Chambers located at Town Hall on **Monday, January 24, 2022, at 2:00 p.m.**.. local time.

In the event that a participant desires to attend through an electronic medium, it is their responsibility to work with the Town in setting up same.

At the Pre-Proposal Conference, there will be a Town representative available to answer questions relative to this RFP; however, proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented, in writing, to the Contact Person (See Section 1.9) prior to the date and time stated in the Timetable (See Section 1.7).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days notice.

1.5 NON-MANADATORY SITE VISIT

The Site Visit, which will be held at The Property on **Monday, January 24, 2022, at 2:00 p.m.** local time.

There will be a Town representative available to answer questions relative to this RFP; however, proposers should not rely on any oral representations, statements or explanations other than those made by this RFP or a formal Amendment to the RFP. Any questions or comments arising subsequent to the Site Visit must be presented, in writing, to the Contact Person (See Section 1.9) prior to the date and time stated in the Timetable (See Section 1.7).

In accordance with the provisions of ADA, auxiliary aids or services will be provided upon request with at least five (5) days notice.

1.6 QUALIFICATION OF PROPOSERS

All proposers to this RFP shall have demonstrated experience in the development of similar projects and shall meet all criteria/requirements identified in this RFP.

1.7 TIMETABLE

The anticipated schedule and deadline for this RFP and approval of the Acquisition Agreement is as follows:

Activity	Date, Time and Location
RFP available for download on website	On or about: Friday, January 14, 2022 at: http://southwestranches.org/procurement or demanstar.com
Non-Mandatory Pre-Proposal Conference	2:00 p.m. local time, Monday, January 24, 2022 , at Town's Grand Oaks Conference Room or Council Chambers located at Town Hall.
Non-Mandatory Pre-Proposal Site Visit	2:00 p.m. local time, Monday, January 24, 2022 , at The Property.
Deadline for Submission of Written Comments/Questions	11: 00 a.m. local time Thursday, February 3, 2022 , To the Office of the Senior Budget and Procurement Officer, via e-mail to vredman@southwestranches.org
Response to Written Comments/Questions	11:00 a.m. local time, Monday, February 14, 2022
Deadline for Submission of Proposals	11:00 a.m. local time, Friday, February 18, 2022 , at the Office of the Procurement, 13400 Griffin Road, Southwest Ranches, FL 33330.
Selection Committee meeting(s) and Oral Presentations (if necessary)	To be Determined
Award Date	To be Determined

1.8 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2 x 11 inch paper. One (1) unbound original and ten (10) hard copies of the complete proposal must be received by the Town no later than **11:00 a.m. local time, Friday, February 18, 2022**. Proposers must also submit an electronic copy of the proposal on CD or flash drive in the PDF or similar format. The original and all copies must be submitted in a sealed envelope or container. The proposers complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name
Address
Phone Number

Town of Southwest Ranches
Town Council
Procurement Department
13400 Griffin Road
Southwest Ranches, FL 33330

RFP No.: 22-007
Title: Acquisition and Development of Vacant Land
West Broward Industrial Park

Due Date: **Friday, February 18, 2022 by 11:00a.m. local time.**

Hand-carried proposals may be delivered to the above address ONLY between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, excluding holidays observed by the Town.

Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for insuring that the required address information appears on the outer wrapper or envelope used by such service.

The Proposal Response Form (Appendix "A") must be signed by an officer of the proposing entity or other authorized person ("Authorized Person").

The submission of a signed proposal by a proposer will be considered by the Town as constituting a legal offer by the proposer to provide services required by this RFP at the proposed price identified therein.

No proposals will be accepted after the deadline for submission of proposals or at any location other than the location designated in this RFP.

1.9 CONTACT PERSON

The individuals designated as "Contact Person" for this RFP are:

Russell Muñoz, Assistant Town Administrator
13400 Griffin Road, Southwest Ranches, FL 33330
Phone: (954) 434-0008
Fax: (954) 434-1490
Email: rmuniz@southwestranches.org

Or

Andrew D. Berns, Town Administrator
13400 Griffin Road, Southwest Ranches, FL 33330
Phone: (954) 434-0008

Fax: (954) 434-1490

Notwithstanding any provision of this RFP to the contrary, including, but not limited to Section 1.11, Cone of Silence below, proposers are advised that from the date of release of this RFP until the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council, NO contact with Department staff (other than the Contact Person) is permitted, except as authorized by the Contact Person or as otherwise authorized or contemplated by this RFP as a part of the solicitation process (e.g., submission of questions, contract negotiations with designated representative of the Department, pre-proposal conference, site inspections, etc.) NO contact is permitted by a proposer or anyone representing a proposer with designated Selection Committee members concerning this RFP from the date of release of the RFP until the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council, except at the public Selection Committee Meeting(s).

1.10 PROCUREMENT CODE

Article IX of the Town's Code of Ordinances establishes specific directions and guidelines for employees and agents of the Town to use in purchasing commodities and services. All requests for commodities and/or services, and all purchases shall be for a public purpose and in accordance with this code. This code provides the policies and procedures that frame the purchasing of contractual services and commodities starting with defining the procurement and proceeding through award of the contract or purchase order. The Town is committed to a system that provides quality, integrity and competition in a professional manner. Generally, purchasing procedures provide a mechanism to allow commodities and services to be purchased at the lowest possible cost, and consistent with the quality needed to meet the requirements of the town.

In addition to the procedures set forth in this code, the Town shall also adhere to the requirements of Florida Statutes, to the extent applicable to the Town.

1.11 CONE OF SILENCE

The Cone of Silence means a prohibition on any communication regarding this RFP between a potential vendor, service provider, proposer, bidder, lobbyist, or consultant and the Town Council members, Town's professional staff including, but not limited to, the Town Administrator and his or her staff, or any member of the Town's selection or evaluation committee. See Article IX, Sec. 2-208(c) for additional information including permitted exceptions to the Code of Silence.

The Cone of Silence shall be imposed at the time of the advertisement of this RFP and shall terminate at the beginning of the Town Council meeting at which the Town Administrator makes his or her written recommendation to the Town Council. However, if the Town Council refers the solicitation back to the Administrator, staff or committee for further review, the Cone of Silence shall be re-imposed until such time as the Administrator makes a subsequent written recommendation and commencement of the Council meeting. The Cone of Silence shall also terminate in the event that the Town Administrator cancels the solicitation.

Prior to an award, violation of this the Cone of Silence shall result in the disqualification of the proposer from further consideration. Discovery of a violation after an award by a particular proposer shall render any RFP award to said proposer voidable by the town, and in the Town's sole discretion.

1.12 ADDITIONAL INFORMATION/AMENDMENT(S)

Any questions, comments (i.e., additional information or clarifications) must be made, in writing via fax, e-mail, U.S. Mail no later than **11: 00 a.m. local time Thursday, February 3, 2022**, to the address listed in this RFP Timetable (See Section 1.7) or fax number or e-mail address listed for the Contact Person (See Section 1.9 above). The request must contain the proposer's name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the proposer's name, address, number of pages transmitted, phone number, facsimile number and e-mail address.

Changes to this RFP, when deemed necessary by the Town, will be completed only by written Amendment(s) issued prior to the deadline for submission of proposals. Proposers should not rely on any representations, statements, or explanation other than those made by this RFP or in any Amendment to this RFP. Where there appears to be a conflict between this RFP and any Amendment issued, the last Amendment issued shall prevail.

Amendments to this RFP will be posted on Town of Southwest Ranches Purchasing Department website which can be accessed at <http://southwestranches.org/procurement/>.

It is the sole responsibility of proposers to routinely check for any Amendments that may have been issued prior to the deadline for submission of proposals. Town shall not be responsible for the completeness of any RFP package not downloaded from this website or purchased directly from the Department. A proposer may verify with the designated Contact Person (See Section 1.9) that proposer has received all Amendments to this RFP prior to the submission of its proposal.

1.13 DISCLAIMER

All documents and information, whether written, oral or otherwise, provided by the Town relating to this RFP are being provided solely as an accommodation and for informational purposes only, and the Town is not making any representations or warranties of any kind as to the truth, accuracy, or completeness of such documents or information, or as to the sources thereof. The Town shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information but shall have a duty to independently verify the accuracy of the information contained therein. Failure on the part of any proposer to examine, inspect and be completely knowledgeable of the terms and conditions of the Acquisition Agreement, the Property, its future plans and operational conditions, or any other relevant documents or matters, shall not relieve the selected proposer from fully complying with this RFP.

SECTION 2 TERMS AND CONDITIONS

2.1 ADHERENCE TO REQUIREMENTS

Proposers guarantee their commitment, compliance, and adherence to all requirements of this RFP by submission of their proposals.

2.2 MODIFIED PROPOSALS

Proposers may submit a modified proposal to replace all or any portion of a previously submitted proposal until the deadline for submission of proposals specified in the RFP Timetable (See Section 1.7). The Town will only consider the latest proposal submitted.

2.3 WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the deadline for submission of proposals specified in the RFP Timetable (See Section 1.7) will not be accepted unless the Acquisition Agreement has been awarded to another proposer or no award has been made within ninety (90) days after the deadline for submission of proposals. Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that an Acquisition Agreement is awarded.

2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS

Proposals and/or modifications to proposals received after the deadline for submission of proposals specified in the RFP Timetable (See Section 1.7) shall not be considered.

2.5 RFP POSTPONEMENT/CANCELLATION

Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Town of Southwest Ranches Council may reject any proposal prior to award.

2.6 COSTS INCURRED BY PROPOSERS

All expenses incurred with the preparation and submission of proposals to the Town, or any work performed in connection therewith, shall be borne by the proposer.

2.7 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after the opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the "Public Records Law" and the "Government in the Sunshine Law" respectively.

2.8 NEGOTIATIONS

The Department may recommend the award of an Acquisition and Development Agreement to the Town Council on the basis of the initial proposals received without further negotiation; therefore, each submitted proposal should contain the proposer's best offer. Negotiations, if any, will be conducted by a designated representative of the Department. No negotiation team shall be established for this RFP.

2.9 RIGHT TO PROTEST

For purposes of this RFP, the term “Purchasing Code” shall mean Chapter 2, Article IX, of the Town of Southwest Ranches Code. Section 2-213 of the Code is hereby incorporated into this RFP by reference (“Bid Protest”). By responding to this RFP, all proposers agree that the Bid Protest procedures set forth in the Code **shall not apply** to any decision to reject an unsolicited proposal.

Any proposer may protest any recommendations for award of the Acquisition Agreement in accordance with Protest Procedures by submitting a written protest to the Director of Purchasing within five (5) business days after posting the Notice of Award Recommendation. Protests must be submitted in writing, addressed to the Director of Purchasing at 13400 Griffin Road, Southwest Ranches, FL 3330 and delivered via hand delivery, or mail.

2.10 RULES; REGULATIONS; LICENSING REQUIREMENTS

The proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including, but not limited to, those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered, including, but not limited to, Executive Order No. 11246 entitled “Equal Employment Opportunity” as amended by Executive Order No. 11375, and as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

The Town, at its discretion, reserves the right to inspect any/all Proposer’s facilities to determine their capability of meeting the requirements for this RFP and the Contract to be awarded. Also, price, responsibility, and responsiveness of the Proposer, including the financial position, experience, staffing, equipment, materials, and references of Contractor, and past history of service by Contractor to the Town and/or with other units of State, and/or Local governments in Florida, or comparable private entities, may be taken into consideration in the award of a Contract. If the project involves services or costs based upon a unit price or ongoing services, the Town reserves the right to reduce the level of service within its sole discretion.

2.11 EXCEPTIONS TO THE ACQUISITION AGREEMENT

Proposers should generally identify any proposed exceptions to the example Acquisition/ Purchase and Sale Agreement (See Attachment “2”). It is preferred that proposers detail any proposed exception by identifying the section number(s) of the Acquisition/ Purchase and Sale Agreement, together with any proposed alternative language. Note that the Town is under no

obligation whatsoever to accept any proposed exceptions to the Acquisition/ Purchase and Sale Agreement. Proposers should not propose modifications to any of the minimum requirements of this RFP.

2.12 SELECTION PROCESS

2.12.1 Evaluation of Proposals

- a. Determination of Responsiveness. All proposals timely received will be opened internally by the Department. A list of proposers that have submitted proposals in response to this RFP will be recorded. Each proposal will be evaluated by the Department for responsiveness. A responsive proposal is one which has been signed, has been submitted by the specified submission time and conforms to the requirements of this RFP. Failure to provide the information required to be submitted with the proposal (as stated in Section 3) is considered sufficient cause to deem a proposal non-responsive. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a proposal, especially information relating to establishing financial/business stability. Proposers, who fail to comply with all of the required and/or desired elements of this RFP, do so at their own risk.

- b. Selection Committee Meeting/Oral Presentations. Except as otherwise provided for herein, a Selection Committee will meet to evaluate all responsive proposals for purposes of making an award recommendation to the Department. Each proposer may be required to make an oral presentation to the Selection Committee and will be allowed a maximum of fifteen (15) minutes to make its presentation. Oral presentations shall be limited to clarifying and further detailing the content of the written proposal submitted and to providing answers to the Selection Committee's questions. The Selection Committee will not consider new or alternative proposals made during oral presentations; therefore, each written proposal submitted should contain the proposer's best offer.

Notwithstanding any provision of this RFP to the contrary, in the event only one (1) responsive, responsible proposal is received, no Selection Committee meeting shall be required, and the Department, in its sole and absolute discretion, may elect to negotiate with the sole proposer or cancel this RFP process.

- c. Raw Scoring/Individual Selection Committee Member Ranking. The Selection Committee will evaluate and score each proposal by reviewing the proposal against the selection criteria set forth in Attachment "1" to this RFP, Selection Criteria/Scoring Instructions. Selection Committee members may not assign equal total scores to proposals (i.e., each

proposal must be assigned a varying number of total points). Each Selection Committee member shall rank the proposals based upon the total score assigned to each proposal by such member. The proposal with the highest total score will be ranked first (1st) by each member, the proposal with the next highest score will be ranked second (2nd) by each member and so on until all proposals have been ranked.

- d. Final Scoring and Ranking. After each Selection Committee member has ranked all of the proposals, the individual Selection Committee members' rankings for each proposal shall be totaled to establish an overall total score for each proposal. The proposal with the lowest total score will be ranked first (1st), the proposal with the next lowest total score will be ranked second (2nd) and so on until all proposals have been ranked.

In the event of a tie, the proposal that received the most first (1st) place rankings from the individual Selection Committee members will receive the higher rank. In the event a tie remains, the proposal with the highest raw score based upon the total number of points assigned by all Selection Committee members will receive the higher rank.

- e. Final Ranking by Selection Committee. After the Selection Committee has established a final ranking for all proposals, the Selection Committee will review the rankings and make its recommendation for award to the Department for the proposer whose proposal was ranked first (1st) by the Selection Committee.

In the event more than one (1) responsive, responsible proposal is received and more than one (1) proposed use may be accommodated on the Property, Selection Committee shall make a recommended award to the Department to the proposal that was ranked first (1st) by the Selection Committee and may recommend a Acquisition/ Purchase and Sale Agreement be awarded to the second (2nd) ranked proposer if there is a sufficient amount of Property available to accommodate both uses and so on.

- f. Rights Reserved. Notwithstanding any provision of this RFP to the contrary, the Town, in its sole and absolute discretion, shall have the right to reject any and all, or parts of any and all, proposals; commence a new solicitation process; postpone or cancel this RFP process; and/or waive any non-material irregularities in this RFP or the proposals received as a result of this RFP. In addition, the Council may reject any proposal prior to award.

2.12.2 Award Recommendation. The Department will post the award recommendation(s) ("Notice of Recommended Award) at the Department Offices for a period of five (5) business days for review by interested parties. The selection proposer will be notified of the recommendation for award by mail.

To obtain a current posting of Notices of Recommended Award, please visit the Department's website: <http://southwestbranches.org/procurement/>.

2.12.3 Negotiation. After the posting of the Notice of Recommended Award, the Department will enter into negotiations with the selected proposer, if applicable. If, for any reason, the Acquisition/ Purchase and Sale Agreement cannot be awarded to the selected proposer, or the Department determines that it is unable to negotiate a Acquisition/ Purchase and Sale Agreement with the selected proposer, the Department may elect to cancel the award recommendation and commence negotiations with the next highest ranked proposer, issue a new solicitation or elect to cancel the RFP process in its entirety. In the event the Department elects to commence negotiations with the next highest ranked proposer, this process may continue until a Acquisition/ Purchase and Sale Agreement has been executed by a proposer or all proposers have been rejected. Proposers shall not have any rights against the Town, its officers, employees or agents arising from negotiations.

2.12.4 Execution of Acquisition/ Purchase and Sale Agreement. The selected proposer shall deliver a fully executed Acquisition/ Purchase and Sale Agreement, and any other documents required by the Acquisition/ Purchase and Sale Agreement, to the Department in the form negotiated by the Department and the selected proposer within ten (10) days of the Department's written request, unless this time frame is extended at the sole discretion of the Department. In the event the selected proposer fails to deliver the Acquisition/ Purchase and Sale Agreement and associated documents as required by this RFP within the prescribed timeframe, the Department may, in its sole and absolute discretion, elect to cancel the award recommendation and commence negotiations with the next highest ranked proposer, issue a new solicitation or elect to cancel the procurement process in its entirety. Should the selected proposer fail to execute and deliver the Acquisition/ Purchase and Sale Agreement to the Department in accordance with the requirements of this RFP, the Department may cancel the award recommendation and, if such failure occurs as a result of proposer's bad faith or its failing to comply with the representations in its proposal, the proposer's proposal guarantee shall be forfeited as liquidated damages and the proposal shall be deemed rejected.

2.13 AWARD

It is the Department's desire to recommend approval of an Acquisition and Development Agreement for the entire 24.3622 +/- acre site; however, in the event more than one (1) proposal is received, the Department may recommend more than one (1) Acquisition and Development Agreement for approval by the Town Council upon completion of the solicitation process. The Department has no authority whatsoever to bind the Town to a Acquisition/ Purchase and Sale Agreement or any specific contractual terms or conditions; therefore, no Acquisition or Development Agreement shall be effective until it is approved by the Council and signed by all parties thereto.

2.14 ASSIGNMENT

This RFP and any Contract awarded pursuant hereto shall be binding upon and shall inure to the benefit of the Town and to any and all of its successors and assigns, whether by merger, consolidation, and transfer of substantially all assets or any similar transaction. Notwithstanding

the foregoing, the Contract is personal to the Contractor, and Contractor may not, either directly or indirectly, assign its rights or delegate its obligations to Town hereunder without first obtaining the Town's consent in writing. Any such attempted assignment or delegation shall be deemed of no legal force and effect whatsoever.

2.15 CANCELLATION

Failure on the part of the awarded Proposer to comply with the terms of this RFP and to execute and deliver any required Contract Documents, and insurance, will result in the cancellation or rescission of the award. In that event, the Town may proceed to award the Contract to the responsive and responsible Proposer with the next highest ranking by the selection committee, or to re-advertise the RFP, and in its sole discretion whenever deemed in the best interests of the Town.

2.16 RELATION TO PARTIES

It is understood and agreed that nothing contained in this RFP or the Contract shall be deemed to create a partnership or joint venture with the Town. Contractor shall be in the relation of an independent contractor and is to have entire charge, control and supervision of the Work to be performed hereunder.

2.17 COMPLIANCE WITH LAW

Contractor shall comply with all applicable laws, regulations and ordinances of any Federal, State, or Local Governmental authority having jurisdiction with respect to this RFP and any Contract awarded and shall obtain and maintain any and all material permits, licenses, approvals and consents necessary for the lawful conduct of the activities contemplated hereunder.

2.18 WAIVER OF LIABILITY

The Town shall not in any way be answerable or accountable for any violations of applicable laws or for any injury, loss or damage arising from the negligence, acts or omissions of Contractor or any one of its employees, subcontractors or agents, or anyone else for whose actions Contractor may be responsible.

2.19 INDEMNIFICATION

To the fullest extent permitted by Florida law, including Florida Statutes, Section 725.06, the Contractor hereby agrees to and shall indemnify, defend and hold harmless the Town, its officers and employees, from liabilities, damages, losses, costs, and expenses including, but not limited to, reasonable attorney fees (at both the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract or anyone else for whose actions Contractor may be responsible, regardless of the partial fault of any party indemnified hereunder.

2.20 SECONDARY/OTHER VENDORS

The Town reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the this RFP or any Contract awarded.

2.21 DEFAULT PROVISION

In case of default by the Contractor, the Town may procure the articles or services from other sources and hold the Proposer or Contractor responsible for any excess costs occasioned or incurred thereby.

2.22 GOVERNING LAW

The validity of this RFP and any Contract awarded and the interpretation and performance of all of their respective terms shall be construed and enforced in accordance with the laws of the State of Florida, without regard to principles of conflict of laws thereof. The location of any action or proceeding commenced under, pursuant, or relating to this RFP or the Contract shall be in the State Courts of Florida located in Broward County, Florida.

2.23 REMEDIES FOR BREACH

Should the selected Contractor fail to perform after Contract execution, the Town shall notify Contractor in writing of such failure to perform and Contractor shall have fourteen (14) days to cure such failure or such shorter time as may be set forth in the Contract. If Contractor fails to cure, then the Town shall have the right to immediately terminate the Contract for cause. In that event, the Town shall also be free to sue Contractor for damages, in addition to any other right or remedy that it may have under the Contract, at law or in equity. Nothing herein shall be construed as precluding the Town's right to terminate the Contract for convenience, and as set forth in the Contract.

2.24 WRITTEN CONTRACT

The successful Proposer shall be required to enter into a written Contract with the Town, the Contract form shall be prepared by the Town, and shall incorporate the terms of this RFP, the accepted Proposal, and include a termination for convenience clause and other terms which may be required by the Town or its Procurement Code, and acceptable to the Town Council. The Contract shall be substantially in the form attached to this RFP. No Work shall be performed or payment due unless a written Contract is fully executed and has been approved by the Town Council.

2.25 PUBLIC RECORDS LAW

The Town is subject to Chapter 119, Florida Statutes, "Public Records Law." No claim of confidentiality or proprietary information in all or any portion of a response will be honored unless a specific exemption from the Public Law exists and is cited in the response. An

incorrectly claimed exemption does not disqualify the firm, only the exemption claimed. Contractor acknowledges the public shall have access at all reasonable times, to all documents and information pertaining to Town's contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the Town and the public to all documents subject to disclosures under applicable law.

To the extent that Contractor has been provided access to or has received security sensitive information, as defined by Florida Statutes, Section 119.071 and/or has executed a Confidential Information Acknowledgement and Agreement as part of the RFP process, Contractor shall keep and maintain the security sensitive information as confidential and exempt from public disclosures as required by Florida Statutes.

Contractor agrees to keep and maintain public records required by the Town to perform the service in Contractor's possession or control in connection with Contractor's performance under this RFP and any Contract awarded, and upon the request from the Town's custodian of public records, to provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable amount of time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Town.

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

Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PHONE: (954) 434-0008; EMAIL: RMUNIZ@SOUTHWESTRANCHES.ORG; RUSSELL MUNIZ, ASSISTANT TOWN ADMINISTRATOR/TOWN CLERK, TOWN OF SOUTHWEST RANCHES, 13400 GRIFFIN ROAD, SOUTHWEST RANCHES, FLORIDA, 33330.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractor shall comply with the requirements of 2 CFR §200.321 as applicable to this RFP. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause of the Contract by Town.

2.26 DISPUTES

After an award of the Contract, disputes shall be resolved as set forth in the Contract form which is attached to this RFP. Any default under this RFP shall subject Proposer to liability for any and all damages to Town caused thereby. Proposer agrees to reimburse Town for all costs and expenses, including attorney's fees and costs, incurred by the Town by reason of such default whether or not suit is brought, and in any litigation commenced, at both the trial and appellate levels.

2.27 SELECTION CRITERIA

See Attachment "1", Selection Criteria/Scoring Instructions.

2.28 CONTRACT PROVISIONS (ATTACHMENT "2")

2.28.1 Acquisition/ Purchase and Sale Agreement. The selected proposer will be required to execute a contract in a form and substance similar to the attached Example Development Site Acquisition Agreement (Attachment "2") ("Acquisition Agreement"), subject to negotiated exceptions. The selected proposer will also be required to execute a formal Development Agreement, but the terms of which cannot be determined until the proposal is selected.

2.28.2 Authorization to Sign. In addition to executing an Acquisition Agreement, the selected proposer will be required to complete a corporate resolution or notarized statement, indicating that the person having executed the Acquisition Agreement is authorized to legally bind the proposing entity. Additionally, if a selected proposer is a partnership, all general partners must sign the Acquisition Agreement and the notarized statement. If the selected proposer is a joint venture, all members of the joint venture must sign the Acquisition Agreement and the notarized statement.

2.29 INSURANCE REQUIREMENTS

In the event the Proposer proposes a land lease, it shall be the responsibility of the selected proposer to provide evidence of the minimum amounts of insurance coverage specified in the Acquisition Agreement (Attachment "2"). The selected proposer shall, at its sole cost and expense, maintain in full force and effect, at all times during the term, provide insurance coverages and limits (including endorsements) as described in the Acquisition Agreement (Attachment "2"). Failure to maintain the required insurance shall be considered a material default. The requirements contained therein, as well as the Town's review or acceptance of insurance maintained by the selected proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the selected proposer.

2.30 ADDITIONAL INSURANCE REQUIREMENTS

All insurance policies shall name and endorse the following as additional named insureds:

TOWN OF SOUTHWEST RANCHES
Attn: Andrew D. Berns, Town Administrator
13400 Griffin Road.
Southwest Ranches, FL 33330

The additional named insured endorsement shall be reflected on the Certificate of Insurance.

All insurance shall be issued by companies rated "A-" or better per A.M. Best's Key Rating Guide, latest edition and authorized to issue insurance in the State of Florida. It shall be the responsibility of the vendor and insurer to notify the Town Administrator of cancellation, lapse, or material modification of any insurance policies insuring the vendor, which relate to the activities of such vendor and the Town.

Such notification shall be in writing, and shall be submitted to the Town Administrator within thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the Certificate of Insurance.

Proposers are required to submit a list of claims presently outstanding and claims within the past ten (10) years against their liability coverage. This information must be listed on the form provided below and signed by the agent of the insurance carrier. If no outstanding claims exist, a statement of this fact must be signed by the agent of the insurance carrier.

Failure to fully and satisfactorily comply with the Town's insurance requirements set forth herein will authorize the Town Administrator to implement a rescission or cancellation of the Proposal award within thirty (30) days of awarding. The Proposer hereby holds the Town harmless and agrees to indemnify Town and covenants not to file a Proposal protest or sue the Town by virtue of such cancellation or rescission.

2.31 COMMENCEMENT OF WORK

The Town shall have no obligations whatsoever to any proposer by virtue of this RFP or any negotiations conducted hereunder. The Town's obligations shall not commence until a formal Agreement is approved and executed by the Council. The Town will not be responsible for any work conducted by a proposer, even if performed in good faith, if such work occurs prior to the approval and execution of the Acquisition Agreement by the Town Council.

2.32 NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY

Proposer shall not discriminate against any employee or applicant for employment because of race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, age, color, sex or national origin, or physical or mental handicap, or marital status. Such actions shall

include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Proposer agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractor further agrees that he/she will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

Proposer understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the Acquisition Agreement, disqualification or debarment of Proposer from participating in Town contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. All agreements for design and construction services entered into for the construction of the Initial Improvements shall include a commercial non-discrimination clause.

2.33 DISCLOSURE OF OWNERSHIP INTEREST

The Disclosure of Ownership Interest Affidavit (“DOIA”) (Appendix “C”) must be completed on behalf of any individual or business entity that seeks to do business with the Town when applicable. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Upon request from the Department, the selected proposer shall submit a completed DOIA within a reasonable time, as requested. If the selected proposer fails to submit a completed DOIA in a timely manner, the Town, at its sole discretion, may elect to cancel the recommended award.

2.34 CONFLICT OF INTEREST

The award of any Contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Proposers must disclose with their Proposals, the name of any officer, director, partner, associate, agent, advisory board member or client/customer who is also an officer, former officer, or employee of the Town of Southwest Ranches or its agencies.

2.35 PUBLIC ENTITY CRIMES/DENIAL OR REVOCATION OF THE RIGHT TO TRANSACT BUSINESS WITH PUBLIC ENTITIES

Pursuant to the provisions of 287.133(2)(a), Florida Statutes:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public

entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

Proposer shall complete the attached Sworn Statement on Public entity Crimes (Appendix "E"), and submit it with its proposal.

SECTION 3 PROPOSAL REQUIREMENTS

3.1 PROPOSAL FORMAT AND CONTENT

3.1.1 Format. Proposals should be typed, double spaced and submitted on 8 1/2" x 11" size paper, using a single method of fastening (e.g., stapled, binder, etc.). The electronic copy of the proposal should be submitted on a CD or flash drive in a PDF or similar format. Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

3.1.2 Letter of Transmittal. Proposals should contain a Letter of Transmittal addressed to the contact person, and should, at a minimum, contain the following:

- a. The RFP number (i.e. RFP No. 22-007).
- b. Identification of proposer, including name address and telephone number.
- c. The name, title, address, telephone/fax number and e-mail address of proposer's contact person during the period of proposal evaluation.
- d. The printed name and title and the signature of a person authorized to bind proposer to the terms of the proposal.

3.1.3 Table of Contents. Proposals should contain a Table of Contents. The Table of Contents should outline all of the areas of the proposal in sequential order.

3.1.4 Technical Proposal. Proposals must contain all of the documents listed below, each fully completed, signed and notarized, as required. Failure of a proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

All items should be submitted as a part of the proposal prior to the deadline for submission of proposals (See Section 1.7); however, if the item(s) marked by an asterisk (*) are omitted, the proposer must submit such item(s) upon request from the Department within a time frame specified by the Department (normally within two (2) business days of request) or the proposal shall be deemed non-responsive. All other items must be submitted with the proposal or it shall be deemed non-responsive.

The Department reserves the right to request additional information to be used for evaluating responses received from any or all proposers, including, but not limited to, additional references or financial information. Further, the Department retains the right to disqualify from

further consideration any proposer who fails to demonstrate sufficient ability to perform under the Acquisition Agreement.

Notwithstanding these submittal requirements, the Department reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the proposer to address the determined minor irregularity within a time frame specified by the Department (normally within two (2) business days of request). Failure of a proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal non-responsive.

A set of tabs to identify each section of the proposal should be inserted to facilitate quick reference. Each section of the proposal should be clearly labeled using the paragraph headings set forth below.

3.2 EXPERIENCE, QUALIFICATIONS AND FINANCIAL INFORMATION

Each proposer shall submit an Executive Summary detailing its experience, qualifications, and background in the lease and development of similar projects, which shall include, at a minimum, the following information:

3.2.1 Description of Business Organization. Proposer shall include a description of proposer's business organization (i.e., corporation, LLC, partnership, joint venture or sole proprietorship) along with the following information, depending on the organizational structure:

- If a corporation, attach the Articles of Incorporation.
- If an LLC, attach the Articles of Organization.
- If a partnership, attach a copy of the Partnership Agreement.
- If a joint venture, list date of organization, attach a copy of the joint venture agreement, indicate if the joint venture has done business in Florida and where. Include a description of the business organization of each of the joint venture partners, including the organizational documents for each of the joint venture partners (i.e., corporations, attach the Articles of Incorporation for each joint venture partner, etc.).

3.2.2 History of Company. Proposer shall include a brief history of the company. Proposer shall note any changes in company name and ownership structure and any other names under which the company has been doing business. Proposer should note whether or not the company is currently registered to do business in the State of Florida. The selected proposer shall be registered to do business in the State of Florida prior to the effective date of the Acquisition Agreement. Proposer should indicate whether or not it intends to enter into the Acquisition Agreement in the name of proposer or to create a single purpose entity for the purpose of this project. In the event proposer is a joint venture, proposer should provide a history of each entity forming a part of the joint venture. In the event of a newly-formed entity, the requirements listed below shall be furnished for the principal entity(ies) forming such newly-formed entity.

3.2.3 Experience. Proposer shall submit a detailed statement of its experience, qualifications, and background in the development of similar projects. Proposer's statement

should include, at a minimum, a detailed history of proposer's pertinent experience in the development of similar projects within the preceding ten (10) years.

3.2.4 References. Proposer shall be required to submit a minimum of three (3) references with knowledge of proposer's recent experience in the lease and development of similar projects. Each reference should include the name of the company, contact names, addresses, and telephone/fax numbers. The contact person must have been informed that he or she is being used as a reference and that the Town may be calling them. DO NOT list persons who will be unable to answer specific questions regarding proposer's experience.

3.2.5 Credit References. Proposer shall include the names, addresses, and telephone numbers of at least two (2) credit references, including at least one (1) banking reference. In the event proposer is a joint venture, proposer shall provide the required information for each entity forming a part of the joint venture.

3.2.6 Legal/Contractual History.

- a. a. Proposer shall provide the name, location and date of any of the proposer's agreements for the development of real property that have been terminated either voluntarily or involuntarily, within the past five (5) years. Proposers shall provide an explanation of the reason(s) for termination and a contact name, address and telephone number of the other contracting party. A contact person shall be someone who has personal knowledge of the contract. The contact person must have been informed that he or she is being used as a reference and that the Town may be calling them. DO NOT list persons who will be unable to answer specific questions regarding the requirement.
- b. Proposer shall provide a list of any judgments or lawsuits currently pending against the proposer or any lawsuit filed against or judgment offered against proposer within the last ten (10) years. Also list any lawsuits filed by proposer in the last ten (10) years.
- c. Proposer shall provide a written statement declaring whether proposer has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence.
- d. In the event proposer is a joint venture, proposer shall provide the required information for each entity forming a part of the joint venture.

3.2.7 Financial Information. Proposer shall submit one (1) of the following (it is recommended that proposers redact social security numbers, if applicable):

- a. Balance sheets and income statements for the current fiscal year and prior two (2) fiscal years of operation, prepared in accordance with generally accepted accounting principles and compiled by an independent certified public accountant or notarized by the chief financial officer or owner; or

- b. The company's Federal income tax returns for the previous three (3) years as completed and filed with the Federal government. Sole proprietors should provide Schedule C from Form 1040 for the previous three (3) years. The Schedule C's must be accompanied by a statement from an independent certified public accountant or a statement by the chief financial officer or owner, indicating that the Schedules are copies of the ones filed with the 1040; or
- c. A statement from an independent certified public accountant attesting to the financial stability of the organization for the current and prior two (2) fiscal years of operation; or
- d. A reference letter from the proposer's bank or financial institution indicating the bank's relationship with the proposer and providing a credit reference. At the time of issuance of the reference letter, the bank/financial institution must have a minimum peer group rating that meets or exceeds the threshold levels in at least two (2) of the five (5) approved services as listed below:
 - 1. Thomson Reuters Bank Insight Quarterly Ratings - 50
 - 2. IDC Bank Financial Quarterly Listing - 125
 - 3. Veribanc, Inc. Listing - 3 Star Green Rating
 - 4. Standard & Poor's Listing - Single A
 - 5. Moody's Listing - Single A

The Town reserves the right to request additional information considered pertinent to indicate any and all proposer's financial and operational capabilities. Further, the Town retains the right to disqualify from further consideration any proposer who fails to demonstrate sufficient financial stability to perform under the Acquisition Agreement.

3.3 PROJECT APPROACH

3.3.1 Description of the Project. Proposer shall provide a detailed description of its approach and methodology for the development, operation, management and maintenance of the project. The project description should include the following:

- a. A detailed description of the proposed uses, the proposed total square footage of each use proposed, including any ancillary uses proposed to be developed on the Property.
- b. A conceptual development plan, which should include the general location of the area proposed to be acquired, a conceptual site plan and building renderings (interior and exterior). The conceptual site plan should indicate the location of proposed tenant improvements, including vehicular parking, site lighting, utilities, ingress and egress, etc. In the case where proposer intends to virtually duplicate an existing concept that proposer

has developed elsewhere, proposer may substitute pictures or photographs of an existing facilities for the renderings.

- c. A description of how proposer intends to satisfy stormwater drainage requirements associated with development of the Property.
- d. A proposed construction schedule for development. Proposer must be capable of completing development within twenty four (24) months of the effective date of the Acquisition Agreement.
- e. A detailed development cost estimate, including hard and soft costs.
- f. A detailed financial plan, indicating the sources of funding to be used for tenant-constructed improvements.
- g. Proposed minimum capital investment for the design and construction of the tenant improvements. The proposed minimum capital investment will become an Acquisition obligation subject to the limitations set forth in the Acquisition Agreement (See Attachment "2"). Engineering and architectural costs should be limited to twelve percent (12%) of the total proposed minimum capital investment. In addition, the proposed minimum capital investment should not include internal administrative or supervisory costs, consulting costs (other than engineering and architectural), furnishings, trade fixtures or equipment or other excluded costs (See Attachment "2"). No minimum dollar amount is established for the minimum capital investment. Proposers should propose an amount that is reasonable taking into consideration the nature of the tenant improvements proposed to be constructed on the Property.

Note: The acceptance of a proposal by the Town shall not constitute approval of the proposer's submitted development plans.

3.3.2 Development Team. Proposer shall include detailed information regarding the key development team members' relevant experience, education and/or expertise. Key development team members would include the architectural and engineering firm(s), general contractor and project manager for the project.

3.3.3 Operation & Management. Proposer shall include detailed information regarding the operation and management of the project upon completion of development.

3.3.4 Marketing. Proposer should include information regarding the methods to be used to market the uses proposed to be located on the Property.

3.3.5 Financial Pro forma. Proposer shall submit a financial pro forma detailing the following for the proposed development on the:

- a. Anticipated gross rental and other revenues (if any, by category);

- b. Expenses by category, including, but not limited to, operating and maintenance expenses, rental to the Town, and utilities;
- c. General and administrative costs; and
- d. Debt service.

Proposers shall include in this section data and information indicating the expected rent to be paid to the Town and demonstrating that the rental and fees, as proposed, can be supported by the projected revenue stream without sacrificing the quality or service of the operations. Pro formas shall be evaluated by the Town for reasonableness, demonstrated understanding of the proposed Acquisition Agreement, viability of the proposed operations and financial offer, and ability to fund the operation.

3.3.6 Economic Benefits. Proposers should indicate the number of jobs estimated to be created by the proposed project, including those related to construction of the project, and how small, minority or women-owned businesses will be utilized on the project. Proposers should include information regarding any anticipated economic impacts that may result as a result of the project in this section.

3.3.7 Exceptions to the Acquisition Agreement (Attachment “2”). Proposers should identify any proposed exceptions to the Acquisition Agreement (See Section 2.11 of RFP) for purposes of negotiation of Acquisition terms with the selected proposer. The Town shall have no obligation whatsoever to accept any proposed exceptions.

3.4 PROPOSAL RESPONSE FORM

3.4.1 Proposal Schedule. Proposers must submit the attached Proposal Schedule (Appendix “B”) with their proposals. Proposers should take into consideration the information detailed in this Section of the RFP prior to completing the Proposal Schedule.

3.4.2 Lease Proposal. Proposers may propose to lease the Property for the development of commercial or industrial uses compatible with surrounding communities, such as warehouse or office use.

- a. Property Size. Proposers may propose to lease up to 24.3622 +/- acres of unimproved ground, for the lease and development of compatible commercial or industrial uses. As a minimum requirement to respond to this RFP, proposers must propose to lease no less than twenty (10) acres of unimproved ground.
- b. Lease Term. If a lease is proposed, the proposed term of the Lease Agreement, including all renewal term(s), shall not exceed ninety nine (99) years from the Date of Beneficial Occupancy to allow the successful proposer sufficient time to recapture its initial investment and obtain a reasonable financial return. Lease term proposals shall be evaluated under the project approach criteria.

- c. Property Uses. The Property may be used for the development of compatible commercial or industrial uses. Proposals for use of the Property for residential purposes, or other uses determined incompatible with the surrounding properties will not be considered for this opportunity. The proposed Property use shall be evaluated under the project approach criteria.

3.5 DRUG FREE WORKPLACE CERTIFICATION

Proposer shall complete the attached Drug Free Workplace Certification (Appendix “D”), and submit it with its proposal.

SECTION 4 TERM

4.1 TERM

In the event a long term lease is proposed, the proposed term including all renewal term(s), shall not exceed fifty (99) years from the Date of Beneficial Occupancy to allow the successful proposer sufficient time to recapture its initial investment and obtain a reasonable financial return.

SECTION 5 GENERAL PROVISIONS

DEFINITIONS

ADDENDA Written or graphic instruments which clarify, correct, or revise the proposal documents or the Contract Documents.

BOND Bid, performance and payment bonds which guarantee performance of obligations specified in the Contract.

CONTRACT The written agreement between Town and Bidder whose proposal has been accepted,

CONTRACT DOCUMENTS The Contract, as well as all Exhibits, the RFP, the Proposer’s Proposal, including all forms attached thereto, and all addenda, specifications, drawings, and plans, shall be hereinafter collectively referred to as the “Contract Documents”.

DAY Shall mean calendar day, unless otherwise specified.

EFFECTIVE DATE OF CONTRACT The latest execution date of the Contract.

PROPOSAL. The offer or proposal to perform all services required in Request for Proposal.

PROPOSER. A person or entity who submits an offer to perform the Work required in the RFP.

TOWN Town of Southwest Ranches, Florida

**APPENDIX A
PROPOSER INFORMATION**

NAME: _____

ADDRESS: _____

FEIN: _____

LICENSE NUMBER: _____ STATE OR COUNTY: _____

LICENSE TYPE: _____
(Attach copy of license)

LICENSE LIMITATIONS, IF ANY: _____
(Attach a separate sheet, if necessary)

LICENSEE SIGNATURE: _____

LICENSEE NAME: _____

BIDDER'S SIGNATURE: _____

BIDDER'S NAME: _____

BIDDER'S ADDRESS: _____

BIDDER'S PHONE NUMBER: Office: _____ Cell: _____

BIDDER'S EMAIL ADDRESS: _____

By: _____

Name of Corporation/Entity

Address of Corporation/Entity

Signature of President or Authorized Principal

By: _____

Title: _____

(If the Bidder is a Corporation, affix corporate seal)

**APPENDIX B
PROPOSAL SCHEDULE**

The following Proposal guidelines are presented to assist the Town in evaluating the Offer. This Proposal Form should reflect the requirements as described below.

The Department is soliciting alternate proposals from qualified and experienced firms to acquire, and to develop three (3) parcels of land, containing approximately 24.3622 +/- acres of unimproved land ("Property"), owned by the Town, with a continued percentage participation in the gross rental revenue, or other revenues, once the development has been completed. The parcels are located generally west of NW 196th Avenue, north of Sheridan Street, and east of SW 202nd Avenue, in the West Broward Industrial Park.

Desired offer:	Details
Acquisition of the Property	
Development and operation of a commercial or industrial development on the Property;	
Suggested maximum use of the Property	
Generated rental or other revenues	

TOTAL PROJECTED REVENUE AMOUNT \$ _____

PROPOSER FIRM: _____

APPENDIX C
DISCLOSURE OF OWNERSHIP INTEREST

**TO: TOWN OF SOUTHWEST RANCHES
OFFICIALLY DESIGNATED REPRESENTATIVE**

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, this day personally appeared _____, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

[] an individual **or**

[] the _____ of _____.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]. The Affiant or the entity the Affiant represents herein seeks to do business with the Town of Southwest Ranches through its Town Council.

2. Affiant's address is:

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with the Town of Southwest Ranches policy and will be relied upon by the Town of Southwest Ranches. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

[Signatures on next page]

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

_____, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2021,

by _____ (name of person acknowledging).

Notary Public

(Print Notary Name)
State of _____ at Large
My Commission Expires:

**APPENDIX D
DRUG FREE WORKPLACE**

PROPOSERS must certify that they will provide a drug-free workplace. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid 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 or plea.
- 5) Impose a sanction on (or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community), any employee who is so convicted or takes a plea.
- 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 SIGNATURE: _____

PROPOSER NAME: _____

PROPOSER FIRM: _____

APPENDIX E
SWORN STATEMENT PURSUANT TO SECTION 287.133(3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____

by _____

for _____

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Para. 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Para. 287.133(1) (a), Florida Statutes, means:
 - (i). A predecessor or successor of a person convicted of a public entity crime; or
 - (ii). An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Para. 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. The statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO, OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[Signatures on next page]

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by _____ (name of person acknowledging).

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2021,

by _____ (name of person acknowledging).

Notary Public - State of _____

Notary Signature

My Commission Expires _____

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER FIRM: _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by _____ (name of person acknowledging).

By: _____

(Printed Name)

(Title)

The foregoing instrument was acknowledged before me by means of

physical presence or online notarization,

this ___ day of _____, 2021,

by _____ (name of person acknowledging).

Notary Public - State of _____

(Notary Signature)

My Commission Expires: _____

(Printed, typed, or stamped commissioned name of notary public)

PROPOSER FIRM: _____

APPENDIX G
ANTI-LOBBYING CERTIFICATION FORM

1. The prospective participant certifies to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

Organization: _____

Street address: _____

City, State, Zip: _____

Certified By: _____

(type or print)

Title: _____

Signature: _____

Date: _____

**APPENDIX N
GOVERNMENTAL CONTACT INFORMATION**

Please list **NAME OF AGENCY, ADDRESS, PHONE NUMBER, CONTACT PERSON and EMAIL** of any other Governmental Agencies or Quasi-governmental agencies for which you have conducted business on similar project within the past five years.

NAME OF AGENCY	ADDRESS	PHONE NUMBER	CONTACT PERSON & EMAIL

PROPOSER FIRM: _____

**APPENDIX O
ACKNOWLEDGMENT OF CONFORMANCE
WITH O.S.H.A. STANDARDS**

TO THE TOWN OF SOUTHWEST RANCHES:

_____, hereby acknowledges and agrees that as Contractor for the Town of Southwest Ranches within the limits of the Town of Southwest Ranches, Florida, we have the sole responsibility for compliance with all requirements of the Federal Occupational Safety and Health regulations, and agree to indemnify and hold harmless the Town of Southwest Ranches, including its Council Members, officers and employees, from and against any and all legal liability or loss the Town may incur due to _____'s failure to comply with such regulations.

ATTEST

CONTRACTOR

BY: _____

Print Name

Date: _____

PROPOSER FIRM: _____

**APPENDIX Q
PROPOSER EXPERIENCE**

The Proposer's response to this questionnaire will be utilized as part of the Town's Proposal Evaluation. Proposers must have current licensures applicable to this type of work and must have experience on comparable work. List comparable contract experience client references
(MUST COMPLETE EVEN IF ADDITIONAL REFERENCE PAGE SUPPLIED)

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

Project Name: _____

Contract Amount: _____

Contract Date: _____

Client Name: _____

Address: _____

Contact Person: _____

Contact Person Tel. No.: _____

Contact Person Email: _____

PROPOSER FIRM: _____

**APPENDIX S
ACKNOWLEDGEMENT OF ADDENDA**

Proposer acknowledges receipt of all addenda by initialing below for each addendum received.

Addendum No. 1 _____

Addendum No. 2 _____

Addendum No. 3 _____

Addendum No. 4 _____

[Remainder of page intentionally left blank]

PROPOSER FIRM: _____

**APPENDIX T
LIABILITY CLAIMS**

Please list the following information for **all** Liability Claims for the past ten (10) years:

1. Name and Location of project: _____

2. Contact information for Project Owner:
 - a. Name: _____
 - b. Address: _____
 - c. Phone: _____
 - d. Email: _____
3. Nature of Claim: _____

4. Date of Claim: _____
5. Resolution Date of Claim and how resolved: _____

6. If applicable:
 - a. Court Case Number: _____
 - b. County: _____
 - c. State: _____

PROPOSER FIRM: _____

*** APPENDIX W
STATEMENT OF NO RESPONSE**

Recipients of this solicitation may elect not to respond. The Town is interested in learning the reason(s) for non-response. If you elect **not** to respond with an offer to this solicitation, the Town requests that the reason(s) are indicated below, and this form is returned to:

Venessa Redman, Senior Procurement and Budget Officer
Town of Southwest Ranches
13400 Griffin Road
Southwest Ranches, FL 33330
or
Email: vredman@southwestranches.org

REASONS

1. _____ Do not offer this product/service or equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment).

Explanation: _____

The Town may delete the names of those persons or businesses who fail to respond to three (3) solicitations, who fail to return this Statement, or as requested.

Desire to receive future Town solicitations. Yes No

COMPANY: _____
NAME: _____
TITLE: _____
ADDRESS: _____
TELEPHONE: (_____) _____ DATE: _____

APPENDIX X
44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and Accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX Y
OTHER FEDERAL, STATE AND LOCAL REQUIREMENTS
(2 CFR 200 COMPLIANCE)

The Contractor must adhere to all requirements and regulations established by the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Natural Resources Conservation Service (NRCS), U.S. Army Corps of Engineers (USACE) and any other governmental agency with jurisdiction over emergency/disaster response and recovery actions. Notwithstanding anything in this Agreement to the contrary, Contractor also agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State, County and Town orders, statutes, ordinances, rules and regulations which may pertain to the services required under the Agreement, including but not limited to:

A. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL

The Contractor shall allow access by the grantee, sub grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

B. FEDERAL CLEAN AIR AND WATER ACTS

Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

C. CONTRACT WORK HOURS AND SAFETY STANDARDS

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3702-3704) as supplemented by Department of Labor regulations (29 CFR Part 5).

D. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT

(1) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

E. BUY AMERICAN ACT

The Contractor shall comply with all applicable standards, orders, or requirements regarding the Buy American Act. (42 U.S.C 5206 - extended until 2023).

F. SUSPENSION AND DEBARMENT

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub-awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

G. ANTI-LOBBYING

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), Contractors who apply or bid for an award of \$100,000 or more shall file the required certification (see page 40). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the recipient.

This provision is applicable to all Federal-aid contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

H. EQUAL EMPLOYMENT OPPORTUNITY

The Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees). Additionally, all contractors and subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability, or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the Work setting forth the provisions of the nondiscrimination law.

I. NONDISCRIMINATION

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not be limited to, recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-

the-job training. By entering into this Agreement with the Town, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Town to be in violation of the Act, such violation shall render this Agreement void. This Agreement shall be void if the Contractor submits a false affidavit or the Contractor violates the Act during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

J. OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

The Contractor shall comply with OSHA as applicable to this Agreement.

K. ENVIRONMENTAL PROTECTION AGENCY (EPA)

The Contractor shall comply with all laws, rules and regulations promulgated by, for, or related to the EPA as applicable to this Agreement.

L. CONFLICTS OF INTEREST

The Contractor shall comply with "Conflicts of Interest" Section 1-19 of the Broward County Code, and Ordinance 2011-19.

M. FLORIDA BUILDING CODE (FBC)

The Contractor shall comply with all applicable provisions of the Florida Building Code (FBC).

N. VIOLATIONS OF LAW

Notwithstanding any other provision of the Agreement, Contractor shall not be required pursuant to the Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including, but not limited to, laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

O. VERIFICATION OF EMPLOYMENT STATUS

Any Contractor/Consultant assigned to perform responsibilities under its contract with a State agency are required to utilize the U.S. Department of Homeland Security's E-Verify system (per the State of Florida Executive Order Number 11-02 "Verification of Employment Status") to verify the employment eligibility of: (a) all persons employed during the contract term by the Contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the Contractor to perform work pursuant to the contract with the State agency. U.S. Department of Homeland Security's E-Verify System Affirmation Statement should be completed and submitted to Town for any individuals performing work for Contractor under the Agreement.

P. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Contractors shall comply with the requirements of 2 CFR §200.321 as applicable to this Agreement. Contractor's failure or refusal to comply with the provisions of this section shall result in the immediate termination for cause by Town.

Q. PROCUREMENT OF RECOVERED MATERIALS

Contractors shall comply with the requirements of 2 CFR §200.321, as applicable to this Agreement.

R. DAVIS-BACON ACT REQUIREMENTS

Contractors shall comply with the requirements of the Davis-Bacon Act, as amended (40 U.S.C. §3141-3148), and as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”), as applicable to this Agreement.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

EXHIBIT A - AGREEMENT



AGREEMENT

BETWEEN THE

TOWN OF SOUTHWEST RANCHES

AND

FOR

**RFP 22-007
ACQUISITION AND DEVELOPMENT OF VACANT LAND
AT THE WEST BROWARD INDUSTRIAL PARK, WITH A CONTINUED
PERCENTAGE PARTICIPATION IN THE GROSS REVENUE, OR OTHER
REVENUES, ONCE THE DEVELOPMENT HAS BEEN COMPLETED**

TO BE DETERMINED

ATTACHMENT 1
EXHIBIT B - FEDERAL NON-DISCRIMINATION COVENANTS

FEDERAL NONDISCRIMINATION REQUIREMENTS

A. Title VI Clauses for Compliance with Nondiscrimination Requirements.

During the performance of this Agreement, Developer, for itself, its assignees, and successors in interest, agrees as follows:

1. **Compliance with Regulations:** Developer will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities ("Nondiscrimination Acts and Authorities" as set forth in paragraph B below), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** Developer, with regard to the work performed by it during this Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Developer will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when this Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by Developer for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Developer of Developer's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** Developer will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Developer will so certify, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Developer's noncompliance with the non-discrimination provisions of this Agreement, Town will impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to Developer under this Agreement until Developer complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** Developer will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of

equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Developer will take action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Developer becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, Developer may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Developer may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Developer, for itself, its assignees, and successors in interest, agrees to comply with the following non-discrimination statutes and authorities, as may be amended, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Industrial Park and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 - 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

C. Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program.

1. Developer for itself and its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that Developer will use the Developer Premises and any License Area in compliance with all other requirements imposed by or pursuant to the Nondiscrimination Acts And Authorities.
2. In the event of breach of any of the above nondiscrimination covenants, Town will have the right to terminate this Agreement and to enter or re-enter and repossess the Developer Premises and any License Area and the facilities thereon, and hold the same as if this Agreement had never been made or issued.

D. Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program.

Developer for itself and its successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement the Developer will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or

national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. In the event of breach of any of the above nondiscrimination covenants, Town will have the right to terminate this Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if this Agreement had never been made or issued.

E. Industrial Park Concession Disadvantaged Business Enterprises ("ACDBE").

This Agreement may be subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR Part 23. It is the policy of Town that ACDBEs shall have the maximum practicable opportunity to participate in the performance of contracts. Developer agrees that it will not discriminate against any business owner because of the owner's race, color, national origin or sex in connection with the award or performance of any concession agreement, management contract, or subcontract, purchase or lease agreement, or other agreement covered by 49 CFR Part 23. Developer agrees to include the aforementioned statement in any subsequent concession agreement or contract covered by 49 CFR Part 23, that it enters and cause those businesses to similarly include the statements in further agreements.

F. General Civil Rights Provision.

Developer agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. If Developer transfers its obligation to another, the transferee is obligated in the same manner as Developer. This provision obligates Developer for the period during which the property is owned, used or possessed by Developer. This provision is in addition to that required by Title VI of the Civil Rights.

ATTACHMENT 2 - SAMPLE PURCHASE AND SALE AGREEMENT