

REQUEST FOR PROPOSALS (RFP) 2025-XXXX

Martin County Board of County Commissioners
Attn: Purchasing Division
2401 SE Monterey Road
Stuart, FL 34996
pur_div@martin.fl.us
www.martin.fl.us

The Board of County Commissioners, Martin County, Florida, will receive sealed proposals for:

OLD PALM CITY COUNTY PROPERTY

Pursuant to Florida Statutes § 163.380, notice is hereby given that Martin County is inviting proposals from qualified private redevelopers, persons or entities interested in owning and redeveloping a lot, located in the Old Palm City Community Redevelopment Area at the northwest corner of SW Martin Highway and SW Palm City School Road, with a site address of 3500 SW Palm City School Avenue, Tract 58, Palm City Farms PB 6/42, Old Palm City Redevelopment Zoning District.

Sealed proposals will be received by the Information Desk on the 1st Floor at the address above or via DemandStar until **2:30 PM** local time, on **Wednesday, DATE, 2025**.

The complete bid document may be downloaded from www.demandstar.com (online bidding site).

Martin County is an equal opportunity/affirmative action employer.

By order of the Board of County Commissioners of Martin County, Florida.

Publish: The Stuart News **DATE**
 DemandStar **DATE**

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DISCLOSURE AND DISCLAIMER

This RFP is being issued by the Martin County Board of County Commissioners (hereinafter known as the "County"), through the Real Property Division of Public Works. As more fully set forth in this RFP, any action taken by the County in response to proposals made pursuant to this RFP, or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the County.

In its sole discretion, the County may withdraw this RFP either before or after receiving proposals, may accept or reject proposals, and may accept proposals that deviate from this RFP provided it complies with the requirements of Florida Statutes 163.380. In its sole discretion, the County may determine the qualifications and acceptability of any party or parties submitting proposals in response to this RFP (each such party being hereinafter a "Proposer").

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

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

The County shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. The County does not warrant or represent that any award or recommendation will be made as a result of the issuance of this RFP. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this RFP is at the sole risk and responsibility of the party submitting such proposal. This RFP is made subject to correction of errors, omissions, or withdrawal without notice. Information contained in the RFP is for guidance only and each recipient hereof is cautioned and advised to independently verify all such information. In the event of any differences between this Disclosure and Disclaimer and the balance of the RFP, the provisions of this Disclosure and Disclaimer shall govern.

Pursuant to Florida Statutes, the County may accept such proposal as it deems to be in the best interest of the public and in furtherance of the purpose of Florida Statutes Chapter 163, Part III. The County reserves the right to waive any irregularities and technicalities and may, at

its discretion, request resubmittal of proposals. All expenses in preparing the proposal and any re- submittals shall be borne by the Proposer.

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

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

1. PROJECT DESCRIPTION

The County is seeking proposals from qualified parties with the desire and capacity to develop this parcel, owned by the County, with those certain restrictions placed upon the Property by the County. All Proposers must demonstrate their ability to successfully design, entitle, build, and finance the proposed project.

2. PROPERTY DEVELOPMENT OBJECTIVES

The County acquired the property for redevelopment purposes. This invitation for proposals is in accordance with the Community Redevelopment Plan and is making the Property, which consists of one (1) lot, approximately 5.76 acres in size, within the Old Palm City Community Redevelopment Area, available to a qualified Proposer that will redevelop the Property consistent with the requirements of this RFP, the Martin County Comprehensive Growth Management Plan and the Martin County Land Development Regulations.

Potable water hookup is available through Martin County Utilities to the Property. The Proposer would be responsible for the permitting and construction of necessary hookup from the main to the Property and required to pay appropriate water Capital Facility Charges, if applicable, at the time of development.

For sanitary sewer, the Proposer must use the Martin County Utilities force main adjacent to the Property. The Proposer would be responsible for the permitting and construction of a sewer system that the Martin County Utilities and Solid Waste Department deems appropriate to serve the Property. New septic systems are not permitted. The Proposer would also be required to pay any appropriate wastewater Capital Facility Charges at the time of development. Estimated costs for the above can be obtained from the Martin County Utilities and Solid Waste Department.

Proposals must be consistent with Martin County's Land Development Regulations, the Old Palm City Community Redevelopment Plan, and the Martin County Comprehensive Growth Management Plan. The design and construction of units shall comply with the current Florida Building Code requirements. The Future Land Use Designation for this site is CRA Center. The Zoning is Old Palm City Redevelopment Zoning District, and the Subdistrict is Corridor.

The requirements of Article 12, Divisions 1 and 4, Land Development Regulations, Martin County Code are attached as **Exhibit A**.

This RFP is being issued in compliance with Section 163.380, Florida Statutes, for the disposal of property in the Old Palm City Community Redevelopment Area. All requirements of Section 163.380 apply to this RFP and all Proposals must adhere to such requirements.

In order to achieve the development objectives and vision, the following are required:

- Architectural style must comply with the code.
- All first-floor units shall feature a functional front porch or stoop.
- All development, whether commercial or mixed use, shall place required parking in the rear.
- The proposed construction design can consist of one-story or two-story commercial or a mixed-use development, with a maximum height of 30 feet. The Proposer(s) are responsible for every item necessary for completion of the development, including coordination, connection, or installation of all utilities.
- An appropriate easement shall be granted to the County on Palm City School Avenue to accommodate an eight (8) foot sidewalk with shade trees.
- A landscape buffer, consistent with Martin County's Land Development Regulations and the Martin County Comprehensive Growth Management Plan, shall be preferred along the property line adjacent to Martin Highway. The buffer should include shade trees. If possible, the landscape buffer setbacks should align with those of nearby developments along the corridor (e.g., Awareness Plaza, Hurricanes and Townies). If the chosen building type does not permit this, alternative compliance may be pursued.
- The property will be required to provide an interconnect between SW Newberry Court and SW Palm City School Avenue so that east bound exiting traffic will have access to the exiting signal at the intersection with SW Martin Highway and SW Palm City School Ave. Direct Access onto SW Martin Highway will not be permitted.
- The proposed owner/developer shall convey to the County, at no cost, all of that portion of the property west of SW Newberry Court to the County for drainage purpose and stormwater access.

The County will consider all redevelopment proposals submitted to the County, Upon selection of an acceptable proposal, notification of the intention to accept the proposal, acceptance of the proposal and a negotiated contract with the successful Proposer, as well as the Proposer's compliance with conditions precedent to closing, the County will close on the Property as described in the RFP, or as agreed to pursuant to the contract negotiated between the Proposer and the County.

3. PROPERTY DATA

Parcel ID# 18-38-41-000-058-00000-4, Legal Description: Tract 58 in 18-38-41, Palm City Farms, PB 6/42, with a physical address of: 3500 SW Palm City School Ave., Palm City, FL 34990.

The area of the Property is approximately 5.76 acres. The project site is undeveloped, with the exception of a house/office and a "Roadway Easement" along SW Newberry Court, that serves the adjacent private community. **(Exhibit B)**.

All due diligence is the responsibility of the Proposer, and all Proposers are urged to thoroughly investigate the physical condition of the Property and the development potential prior to closing. Proposers are strongly encouraged to physically visit the Property, and not to rely exclusively upon the descriptions included in this RFP. The Property will be transferred "AS IS", "WHERE IS", with all defects and vices, whether latent or apparent, known, or unknown. The County makes no representation or warranty with respect to the presence or absence of hazardous materials or any other environmental conditions that may impact the value of the Property or any future development thereon. Proposers are encouraged to perform their own independent inspections, inquiries and due diligence concerning the Property. The selected Proposer agrees to accept the Property, which is not a lot of record, with its current zoning, easements, restrictions (such as, but not limited to, two (2) story height maximum, sidewalk easements, parking placement behind the building(s), and donation/transfer of property west of SW Newberry Ct. to Martin County, pursuant to Land Development Regulations, Article 4, Division 21, Section 4.911.C) and any and all rights-of-way appertaining thereto.

4. PROPERTY TRANSFER

Once a Proposer is selected, notification of the intention to accept the proposal will be filed with the Board of County Commissioners 30 days prior to any acceptance. Thereafter, the parties will enter into a purchase and sale contract for the Property (**Exhibit C**). The selected Proposer will be permitted to access the Property to conduct its due diligence investigations following execution of the negotiated contract. Closing is expected to occur within ninety (90) days after execution of the negotiated contract. The Deed and/or Sales Contract transferring the Property may include provisions to ensure that the Property is maintained and developed as required in this RFP, meeting provisions of Article 12, Divisions 1 and 4, Land Development Regulations, Martin County Code. The deed may also provide for the County's reversion rights in the event that the Property is not developed as required and shall ensure that the Property complies with the Old Palm City Community Redevelopment Plan, the Land Development Regulations and other regulating requirements as may be determined.

The Property shall be conveyed to the selected Proposer by the County. The selected Proposer will be responsible for all customary transfer costs associated with property transfers including, without limitation, all recordation costs, documentary stamp taxes, financing expenses, survey, notarial fees, title insurance and/or examination and all fees and costs of services related to any financing. Property taxes and assessments will be prorated from the date of closing. A deed of conveyance to the County donating all property west of SW Newberry Ct. If any of the foregoing time periods are not met, the County may elect to cancel the award and accept another proposal or proceed in any other manner determined by the County. No brokerage fee will be paid by the County.

PROPOSAL CONTENT & FORMAT

The following describes the information that the County will require in proposals submitted in response to the RFP. Failure to provide any of the information may be cause for rejection of the proposal at the sole and absolute discretion of the County.

Only complete, responsive, and responsible applications (proposals) will be reviewed.

All proposals shall be typewritten. Proposals shall be prepared on 8.5" x 11" single-sided paper, using a 12-point font. Tabs or section separators are allowed and will not count towards the page limit.

Do not return any other pages or documents unless specifically requested in the RFP.

It is the Proposer's responsibility to ensure that proposals are received by the RFP deadline. The responsibility for submitting a proposal to the County is solely that of the Proposer. The County will not be responsible for delays in mail delivery or delays caused by any other occurrence. Late proposals received after the time and date stated in the RFP advertisement may be accepted if such acceptance is in the best interest of the County.

By submitting a proposal, the Proposer agrees to be governed by the terms and conditions set forth in this RFP, as well as applicable state and local laws. Any exceptions to the specifications must be clearly identified in the last section of the Proposer's response.

Proposal to be provided in the order below:

1. **Cover Letter / Statement of Interest** (1 page limit)

Include e-mail address of person to be notified of award, signed by an authorized corporate officer, principal, or partner. Include physical address of Proposer.

2. **Proposer's Organizational Structure, Qualifications, and Financial Strength** (2 page limit)

Submit information that permits an understanding of the Proposer's organizational structure, its members, qualifications, and financial strength, including confirmed or verifiable sources of funding both equity and debt. The County reserves the right to research the background of each principal with respect to both credit and police records.

3. **Proposer Legal Structure, Key Personnel, and Organizational Capacity** (4 page limit)

- a. Description of the legal organizational structure of the Proposer (and its parent entity if it is a subsidiary). If the Proposer intends to create a separate entity solely for the purpose of developing the proposed project, then each partner or stockholder or member should describe their respective legal organizational structure.

- b. Identification of the Proposer's principals, partners, officers, or co-venturers, including names, addresses, telephone, email addresses and federal business identification numbers. All partnerships are to be clearly defined.
- c. Organizational capacity to successfully implement the proposed redevelopment.

4. **Proposer and Key Personnel Experience** (8 page limit)

Submit information concerning the relevant experience of the Proposer and key project personnel, including a listing and description of past projects of a similar nature.

5. **Consistency with Redevelopment Objectives, Regulations, and Plans** (2 page limit)

In order to achieve Old Palm City's redevelopment objectives and vision, please demonstrate that the proposal is consistent with the requirements of this RFP, the Martin County's Land Development Regulations, the Old Palm City Community Redevelopment Plan, and the Martin County Comprehensive Growth Management Plan. The design and construction of the development shall comply with the current Florida Building Code requirements. The Future Land Use designation for this site is CRA Center. The Zoning is Old Palm City Redevelopment Zoning District, and the Subdistrict is Corridor. Article 12, Divisions 1 and 4, and Land Development Regulations, attached as **Exhibit A**.

6. **Conceptual Site Plan and Building Design** (10 page limit)

Submit a conceptual site plan including the building design proposed and the most efficient use of the Property meeting the restrictions listed above. The site plan should include, at a minimum, the location of proposed building(s) meeting the required setbacks and the public streets surrounding the site. The plans must indicate the height(s) of the proposed building(s). Driveways, parking, sidewalks, and walkways should be illustrated. Submit conceptual elevations and roof plan. Submit conceptual floor plans indicating the proposed square footages. This can include pictures, renderings, elevations, and other visual aids.

7. **Financial Capacity and Financing Plan** (6 page limit)

The Proposer must demonstrate the financial capacity of acquiring and undertaking the proposed development. Submit a financing plan which includes a proposal for securing construction and permanent financing for the project. The financial capacity to complete the redevelopment project should be demonstrated in the form of bank statements, certifications and/or Letters of Intent from financial institutions, partnerships, and grant funding, which indicate the level of commitment of the financing sources. Third-party evidence of an ability to secure financing such as a preliminary financing commitment letter or letter of interest from a lending institution or other primary source of investment financing must accompany the RFP response. A firm financing commitment from a lending institution or other source of investment financing will be required prior to the signing of the contract for the land, or as otherwise stipulated in negotiated agreements between the Proposer and the County.

8. **Professional References** (3 page limit)

Provide three (3) professional references that can verify the Proposer's experience and ability to complete redevelopment projects similar to the property at 3500 SW Palm City School Avenue. For each reference, include:

- a. Name and Title
- b. Organization
- c. Contact Information (address, phone, and email)
- d. Relevant Project Details: Project name, location, scope, size, completion date, and the Proposer's role.
- e. Relationship Summary: Briefly describe the connection to the reference and its relevance to the proposed redevelopment.

References must have direct knowledge of the Proposer's qualifications and prior work.

9. **Legal and Administrative Disclosures** (2 page limit)

Information regarding any legal or administrative actions, past or pending, that might impact the capacity of the Proposer (or its principals or affiliates) to complete the tasks must be disclosed. Disclosure of any bankruptcies, foreclosures and other legal actions past or pending by any of the above or related entities during the past ten (10) years must be made with the RFP.

10. **Proposal / Bid Amount (\$)** (1 page limit)

The Property will be conveyed as part of the project. The County has determined the value of the property that is in the public's best interest for uses in accordance with the Old Palm City Community Redevelopment Plan to be \$3,000,000. Proposals shall list a minimum bid for the property in the amount of \$3,000,000.

- Proposal bids less than \$3,000,000 will be disqualified.

11. **Forms**

- a. Affidavit Regarding the use of Coercion for Labor & Services
- b. Bidder Acknowledgement Form
- c. Bidder's Qualification Statement
- d. Conflict Affidavit
- e. Drug Free Workplace Certification
- f. Equal Opportunity Statement
- g. E-Verify
- h. Non-Collusion Certification

- i. Public Entity Crimes Statement
- j. Vendor Certification Regarding Discriminatory Vendor List
- k. Vendor Certification Regarding Scrutinized Companies Lists
- l. W-9 (2024 Form Version)
- m. Signed Addenda (if any)

SUBMISSION OF PROPOSALS:

Proposals may be submitted via e-bid (DemandStar), hand delivery, or mail.

E-Bidding (via DemandStar) www.demandstar.com

Upload one (1) electronic copy (**single file**) in **PDF format** to DemandStar. E-bidding through the online bidding site shall be accepted in lieu of a sealed electronic proposal as outlined below. However, the Proposer shall be responsible for ensuring that the required proposal documents are properly uploaded and accepted by the online bidding site. The County shall not be responsible for nor accept proposals not properly uploaded by the proposal due date and time.

Hand Delivery or Mail:

The Proposer should submit **one (1) electronic version (PDF)** of the entire proposal on a USB Flash Drive (Thumb Drive), sealed and marked on the outside of the package with “RFP2025-XXXX: Old Palm City County Property - Developer Application”.

Proposals shall be delivered to the address detailed on the cover page of this solicitation. If forwarded by regular mail or express mail, the sealed envelope containing the proposal and marked as directed above, shall be enclosed in another envelope addressed to the U.S. Mail address indicated on the cover page. If forwarded by overnight courier services (other than United States Postal Service Express Mail), the sealed envelope containing the proposal and marked as directed above, shall be enclosed in another envelope addressed to the street address indicated on the cover page. Proposals may be hand-delivered. Proposals by fax or e-mail will **NOT** be accepted. The County cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Martin County Administrative Center (Attn: Purchasing Division), 1st Floor, Information Desk, 2401 S. E. Monterey Road, Stuart, Florida. Confirmation of timely receipt of the proposal may be made by e-mailing pur_div@martin.fl.us before proposal opening time. Proposals received after the established deadline shall **not** be considered.

SELECTION CRITERIA

The County will establish a Selection Committee to review and rank all qualified proposals in accordance with the selection criteria listed below and the redevelopment objectives of the County. The County will consider all proposals submitted and the financial and legal ability of the persons or entities making the proposals to carry them out. All proposals submitted in response to this RFP will be reviewed for their relative strengths and weaknesses. Selections will be based on the completeness and quality of responses to this solicitation, as well as the compatibility of the development with the community. Proposers must provide accurate contact information and attest to the veracity of the information supplied. At its discretion, County staff may contact references and industry sources, investigate previous projects and current commitments, interview some or all the proposed development team members, and take any other information into account in its evaluation of the responses. The County reserves the right to request clarification or additional information and to request that Proposers make presentations to the Board of County Commissioners, community groups or others. All evaluations shall be made according to the criteria set forth herein and will be made according to the County's business judgment.

The County is seeking Proposers who provide a favorable vision to utilize the Property to fulfill the goals of the CRA and County. The factors that the County will use in evaluating proposals to determine which proposal is in the public's best interest and in furtherance of the community redevelopment plan include (not listed in priority order):

SELECTION CRITERIA	POINT VALUE
The extent to which the proposal complies with the criteria set forth under Section 2 – Property Development Objectives	0 – 22
An overview of the qualifications (previous experience and capabilities) of the Proposers and their experience and success in developing similar projects.	0 – 20
The quality of site planning, the building design proposed and the most efficient use of the Property, with the donation of all of that portion west of SW Newberry Court to the County.	0 – 20
The financial capacity to complete the redevelopment project should be demonstrated in the form of bank statements, certifications and/or Letters of Intent from financial institutions, partnerships, and grant funding, which indicate the level of commitment of the financing sources.	0 – 20
Consistency of the proposal with the County's LDRs, Comprehensive Growth Management Plan, Old Palm City Community Redevelopment Plan and applicable plans and studies.	0 – 15
Proposal / Bid Amount (\$) <ul style="list-style-type: none"> • 1 Point: Bids at the <u>minimum</u> bid amount of \$3,000,000 - \$3,499,000. • 2 Points: Bids between \$3,500,000 - \$3,900,000. • 3 Points: Bids above \$3,900,000.01. 	0 – 3
TOTAL POINTS	0 – 100

The top ranked Proposers may be invited to make presentations at a scheduled advertised Board of County Commissioners meeting, at which time the Board of County Commissioners may select a development proposal.

SCHEDULE OF EVENTS

The County currently plans to use the following tentative schedule during this RFP process. The County reserves its right to change and/or delay the scheduled dates and times shown below:

EVENT	DATE/TIME
Release of Request for Proposals (RFP)	TBD
Deadline for Questions/Inquiries (emailed to: pur_div@martin.fl.us)	No later than 5:00 PM on Monday the week prior to the qualification due date.
Proposal Due Date and Time (Deadline)	TBD
Selection Committee Meeting (Scoring/Recommendation of Award)	TBD
Anticipated Ranking Approval (Contract Award)	TBD

INSTRUCTIONS TO PROPOSERS

Proposers are encouraged to read the following instructions carefully. Deviations, changes, modifications or failures to complete the proposal can, and in some instances shall, invalidate the proposal.

1. INQUIRIES/ADDENDA

Verbal interpretations of the meaning of the Drawings, Specifications, or other Contract Documents will not be valid. **Every request for interpretation shall be in writing and e-mailed to Purchasing at pur_div@martin.fl.us no later than 5:00 PM on Monday the week prior to the bid due date.** The County will respond to all such requests for interpretation and any supplemental instructions in the form of written addenda and shall publish such addenda on the online bidding site (DemandStar) no later than five (5) calendar days prior to the bid opening date fixed for the opening of bids. Proposers must acknowledge receipt of the addenda in their bid. Failure of any Proposer to receive, or to acknowledge receipt of any such addenda shall not relieve such Proposer from any obligation under its proposal as submitted, provided, however, that failure to so acknowledge receipt of any such addenda may render a proposal non-responsive and result in its rejection. Proposers are advised to contact the County prior to submitting proposals to satisfy themselves as to the existence and number of all such addenda. All addenda so issued shall become part of the Contract Documents.

2. PROHIBITED COMMUNICATIONS (“CONE OF SILENCE”)

The Cone of Silence prohibits any communication regarding a RFB, RFP, RFQ or other competitive solicitation between any Proposer (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, AND any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County’s Architect, Engineer or their subconsultants, or to provide a recommendation to award a particular contract, other than Purchasing Division staff (pur_div@martin.fl.us). The Cone of Silence shall be in effect from the time of advertisement until contract award. **Such communication shall result in disqualification.**

3. NO LOBBYING/CONTACT PERMITTED

As to any matter relating to this RFP, any Proposer, team member, or anyone representing a Proposer is advised that they are prohibited from contacting or lobbying the County Commissioners, County Administrator, any other person working on behalf of the County or any county staff, other than Purchasing personnel and/or the Zoning Department regarding this Request for Proposals (RFP) from the time of RFP advertisement through and including Proposal award except during scheduled pre-submittal meetings on any matter related to, or involved with, this RFP. For purposes of clarification, a team’s representatives shall include, but not be limited to, the Proposer’s employees, partners, attorneys, officers, directors, consultants, lobbyists, or any actual or potential subcontractor or consultant of the Proposer and the Proposer’s team. All oral or written inquiries are to be directed to the Purchasing Division (pur_div@martin.fl.us). Any violation of this condition shall result in rejection and disqualification of the Proposer. This “No-Lobbying Provision” is in effect from the date of publication of the RFP and shall terminate at the time the County selects a proposal, rejects all proposals, or otherwise takes action which ends the

solicitation process.

4. **COUNTY'S RESERVED RIGHTS AND DISCRETION**

The County reserves the right to add any and all requirements that are needed to effectuate the goals of this project or comply with any legal requirements. The County reserves the right to amend the instructions, requirements, general and special conditions, or scope of work. Copies of such amendments shall be posted to DemandStar.

Any and all decisions by the County to modify the schedule described herein, requests for additional information, reject insufficient or unclear proposals, formulate an objective point system for review, rate and rank proposals, negotiate agreements, abandon negotiations, approve agreements, etc., shall be at the County's sole and absolute discretion.

5. **OWNERSHIP OF SUBMISSION**

All materials submitted in response to this request shall become the Property of the County and shall not be returned. Selection or rejection of a submission does not affect this right.

6. **COST OF PREPARING SUBMISSION**

The County shall not be liable for any costs incurred by Proposers. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in connection with this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the County. The County is not obligated to pay, nor will it in fact pay, any costs or losses incurred by the Proposer at any time, including, but not limited to, the cost of: (i) any prior actions by the Proposer in order to respond to any selection process, or (ii) any future actions by the Proposer in connection with the negotiations, including, but not limited to, actions to comply with requirements of the County, or any applicable laws.

7. **IRREVOCABILITY OF SUBMITTED PROPOSALS**

Proposals submitted to the County in response to this RFP shall be considered irrevocable until after a Proposer is selected to enter into contract with the County.

8. **ACCEPTANCE OR REJECTION OF PROPOSALS**

The County reserves the right to reject any and all proposals when (i) such rejection is in the interest of the County; (ii) such proposal is void per se; or (iii) the proposal contains any irregularities, provided, however, that the County reserves the right to waive any minor irregularities and to accept the lowest responsible and responsive proposal determined by the County. Proposals may be considered irregular if there are omissions, unauthorized alterations of any forms, additions not called for, conditional or unauthorized alternate proposals, or other irregularities of any kind. The County reserves the right to request a written confirmation of the proposal and the responsibility of the Proposer prior to the awarding of the Contract. Failure of the Proposer to confirm the proposal within seven (7) working days from the date of the County's request may render the proposal non-responsive and will entitle the County to award to the next lowest Proposer and may require forfeiture of the bid bond (if applicable).

The County also reserves the right to re-open this solicitation for subsequent phases or to

redevelop the project by other means at County's sole discretion.

9. REFERENCES

References may be contacted by the County to validate information provided by the Proposer and to determine the client's overall satisfaction with the services provided. Proposer is responsible for notifying their references that the County may contact them. If references cannot be reached, the proposal may be deemed non-responsive and rejected. If references obtained by the County are not favorable, the County may reject the proposal.

10. EXAMINATION BY PROPOSERS

The Proposer is required to carefully examine the site(s) of the work, specifications, drawings, schedules, special instructions and these general requirements prior to submitting a proposal and it will be assumed that the Proposer has investigated and is fully informed of the conditions and obstructions to be encountered, of the character, quality and quantities of work to be performed and materials to be furnished and of the requirements of the plans and other contract documents. The Proposer must inform himself fully of the conditions under which the work is to be performed in relation to both construction and labor conditions; failure to do so will not relieve a successful Proposer of his obligations to furnish all materials, equipment and labor necessary to carry out the provisions of the contract documents and to complete the work for the consideration set forth in their proposal.

11. CONFLICTS, ERRORS, AMBIGUITIES OR DISCREPANCIES

Proposers shall promptly notify the Purchasing Division (pur_div@martin.fl.us) of all conflicts, errors, ambiguities or discrepancies discovered in the solicitation documents. The County will not be responsible for incorrect assessments by the Proposer.

12. ERRORS AND OMISSIONS IN PROPOSAL

The County shall not be liable for any errors or omissions in proposals. The County, at its option, has the right to request clarification or additional information from the Proposers. The application and proposal of the selected Proposer may become part of any contract initiated by the County.

13. CONFLICT OF INTEREST

The award hereunder is subject to provisions of State Statutes and County Ordinance. All Proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee or elected official of Martin County. Further, all Proposers must disclose the name of any County employee or elected official who owns, directly or indirectly, interest of ten percent (10%) or more in the Proposer's firm or any of its branches.

In compliance with Section 112.313(12), Florida Statutes, any affected public officer or employee of Martin County must file a statement with the Supervisor of Elections of Martin County prior to submitting a proposal. This statement should disclose their interest, or that of their spouse or child, and the nature of the intended business, as specified in Florida Commission on Ethics Form 3A. Additionally, advisory board members must ensure that any business relationships comply with Sections 112.313(3) and 112.313(7), Florida Statutes. Any conflicts of interest for advisory board members should be disclosed in accordance with Florida Commission on Ethics Form 4A.

14. **BUSINESS REGISTRATION**

Proposers seeking to do business with Martin County (that fall under the categories listed below) shall, before award of contract, be registered, or shall have applied for registration, with the Florida Department of State, Division of Corporations in accordance with the provisions of Chapter 607 and/or 620, Florida Statutes (<https://dos.myflorida.com/sunbiz/>):

- Corporations [foreign or domestic]
- Limited Liability Companies (LLC)
- Non-profits
- Partnerships

Doing Business As [DBA] - If the Proposer's name stands apart from the owner's or partners' personal legal name, or the officially registered name of an LLC or corporation, the Proposer, before award of contract, shall be registered as a fictitious name with the Florida Division of Corporations in accordance with the provisions of Chapter 865, Florida Statutes.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

15. **LICENSING REQUIREMENTS**

Proposers shall, at the time of submitting a proposal in response to this solicitation, be licensed by the appropriate federal, state and local regulatory agencies as it relates to Proposers' profession or business. Proposer shall provide proof of certification and/or registration in the State of Florida applicable to the work required in the solicitation.

The above requirements are also applicable to all subcontractors proposed in the bid submittal.

16. **PROPOSERS DISCLOSURE**

In each proposal by an individual or firm, there shall be stated the name and address of every person having an interest in the proposal; and in case of a corporation the names and addresses of its officers. Proposals shall be signed by the person or member of the firm making the same, and in the case of a corporation, by some authorized officer or agent subscribing the name of the corporation and his own name.

17. **JOINT VENTURE**

If the proposal involves a joint venture, a copy of the joint venture agreement shall be included with the proposal along with the attached "Statement of Business Organization".

18. **WITHDRAWAL OF PROPOSALS**

Prior to the bid opening, a proposal may be withdrawn provided that the Proposer submits a written request that is signed by an authorized representative of the firm that submitted the proposal. However, modifications will not be accepted or acknowledged.

19. **PUBLIC BID OPENING**

Sealed proposals will be received at the Martin County Administrative Center, Attn: Purchasing Division, 2401 SE Monterey Road, Stuart, Florida 34996, at the time set forth in the solicitation. Proposals received after the designated time and date will not be

considered. Proposals will be publicly opened and read in the Commission Chambers (unless otherwise stated herein).

20. SELECTION COMMITTEE MEETINGS

Selection Committee meetings are posted on the County's website at <https://www.martin.fl.us/events> in accordance with the Florida Sunshine Law. Selection Committee meetings are open to the public except meetings at which a vendor makes an oral presentation or at which a vendor answers questions as part of this competitive solicitation in accordance with Section 286.0113, Fla. Stat.

21. SHORTLIST NOTIFICATION (IF APPLICABLE)

Notification of shortlist shall be within seventy-two (72) hours of a selection committee meeting via e-mail to all firms. Firms that do not provide an e-mail address as requested above shall not be notified. Final selection of #1 ranked firm(s) shall be posted on the online bidding site, DemandStar (<https://network.demandstar.com/>).

22. NOTICE OF INTENDED AWARD

A bid tabulation (List of Proposers) will be posted as soon after the bid opening as possible on the County's website at www.martin.fl.us. Notice of Award will be posted on the online bidding site (DemandStar).

23. BID PROTEST PROCEDURE

Protests shall be in accordance with the procedure outlined in Section 19 of the Martin County Purchasing Manual which is available on the County's website: <https://www.martin.fl.us/resources/purchasing-manual>

24. COMPETITIVE NEGOTIATION

The County reserves the right to negotiate such terms and conditions with the successful Proposer as it deems in the public interest at its sole and absolute discretion. The Chief Procurement Officer shall approve initiating negotiations with the top ranked Proposer and any subsequent formal termination of negotiations and initiation of negotiations with the next Proposer. The Purchasing Division, along with Departmental staff and the County Attorney's office, shall attempt to negotiate a contract with the top ranked Proposer. If the County is unable to negotiate a satisfactory contract with the top ranked Proposer, negotiations with that Proposer shall be terminated and the negotiations with the next highest ranked Proposer will proceed. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third high ranked Proposer. If the County's negotiator is not successful in negotiating a satisfactory contract with any of the selected Proposers, the County's negotiator may select additional Proposers in the order of their qualifications and continue negotiations until an agreement is reached or may recommend that the County reject all proposals and may thereafter re-advertise for new proposals.

25. AWARD

Award shall be made to the responsible offeror(s) whose proposal conforms to the solicitation and is determined in writing to be the most advantageous to the County taking into consideration price and the evaluation factors set forth in the Request For Proposal. No other factors or criteria shall be used in the evaluation. Written notice of the award of a contract to the successful offeror shall be promptly given to all offerors.

In the event only one responsive proposal is received, the County reserves the right to award to the sole Proposer, negotiate with the sole Proposer, re-advertise the request for proposal, with or without making changes to the evaluation factors, or elect not to proceed.

26. COUNTY’S RIGHT TO WITHDRAW

The County specifically reserves the right to refrain from awarding a contract for the sale of any or all of the Property to any persons and to withdraw from the process and negotiations at any time at its sole and absolute discretion. The County reserves the right to enter into a contract with any of the Proposers on the basis of the impact on redevelopment by the proposed project at the County’s sole and absolute discretion and not necessarily to the Proposer offering the highest purchase price. The County expressly reserves the right to obtain economic feasibility studies or third-party evaluation with regard to any part of the subject proposals.

27. PUBLIC RECORD

Proposals become a “public record” and shall be subject to disclosure consistent with Chapter 119, Florida Statutes, thirty (30) calendar days after the bid opening or upon bid award in accordance with Chapter 119, Fla. Stat. Marking a proposal “confidential” or “proprietary” does not exclude all or any part of the proposal from disclosure under public records requirements. To claim the proposal or a portion thereof as exempt or confidential and exempt from disclosure, you must state the basis of the exemption, including the statutory citation to an exemption created or afforded by Florida Statutes; state in writing and with particularity the reasons for the conclusion that the proposal is exempt or confidential and exempt; and if only a portion of the proposal is claimed to be exempt or confidential and exempt, provide a redacted version of the proposal showing those portions claimed to be exempt or confidential and exempt. Proposals submitted with claimed exemptions shall be reviewed and release of these records shall be at the County’s discretion. Failure to notify the County of claimed exemptions constitutes a waiver and the submittal will be released as requested.

28. RESPONSIBLE PROPOSER (VENDOR)

Florida Statute 287.012(25) states that a “Responsible vendor” means a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. The County shall review factors, including but not limited to, past project performance, references and length of time in business and shall make the determination of responsibility in its sole discretion. A Contractor Performance Evaluation will be completed at the end of each project. An overall rating of “poor” will result in the Contractor being deemed “non-responsible” for future bids and will result in rejection of bid.

29. RESPONSIVE PROPOSER (VENDOR)

A vendor that has submitted a bid, offer, proposal, quotation or response that conforms in all material respects to the solicitation.

30. PROHIBITION AGAINST CONSIDERING SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS IN GOVERNMENT CONTRACTING – F.S. 287.05701

Proposers are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Proposer’s social, political, or ideological interests when determining if the Proposer is a responsible

Proposer. Proposers are further notified that the County may not give preference to a Proposer based on the Proposer's social, political, or ideological interests.

31. EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement. Contractors doing business with the County are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex.

32. COMPLIANCE WITH ALL APPLICABLE LAWS

Any work completed pursuant to this Application shall be governed and construed in accordance with the laws and jurisprudence of the State of Florida. At the time of Proposer's submission of its proposal, Proposer shall be in compliance with all applicable laws of the State of Florida, the United States, and local ordinances, including licensure requirements.

Any contractual arrangement between County and the successful Proposer shall be consistent with, and be governed by, the ordinances of Martin County, the laws of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.

33. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

34. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Contractor agrees that it does not and will not, during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Contract. The Contractor shall be responsible for including this provision in all contracts with subcontractors related to this Contract.

35. NON-COLLUSION

Martin County reserves the right to disqualify Proposals upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the Proposal process in a manner that conflicts with applicable law, upon the part of the Proposer(s), Proposer's employees or agents, the County's Professional Consultant(s), or Consultant's agents, or any County employee(s) who may, or may not, be involved in the development of bid specifications and/or firm bid schedules. Multiple bids from an individual, partnership, corporation, association (formal or informal) or firm under the same or different names shall not be considered. Reasonable grounds for believing that a Proposer has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Proposer is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Proposers, the County's Professional Consultant(s) or County employees. Any Contractor involved in the development of bid specifications or has direct knowledge of the bid specifications prior to a bid advertisement shall be disqualified from participating in

the applicable bid process.

36. PUBLIC ENTITY CRIMES

Any Proposer, or any of his suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the County shall not be a convicted vendor or, if the Proposer or any of his suppliers, subcontractors, or consultants of the Proposer has been convicted of a public entity crime, a period longer than 36 months shall have passed since that person was placed on the convicted vendor list. The Proposer further understands and accepts that any contract issues as a result of this solicitation shall be either voidable by the County or subject to immediate termination by the County, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 Florida Statutes. The County, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

37. VENDOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES LIST

Section 287.135, Florida Statutes prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135, Florida Statutes, also prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of \$1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which were created pursuant to s. 215.473, Florida Statutes.

38. SUSPENSION AND DEBARMENT

Martin County will not make award to parties listed on the government-wide exclusions list in the System for Award Management (SAM). The Proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. The Proposer or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a proposal in response to this solicitation, Proposer asserts neither it nor its principals are presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

39. E-VERIFY

Proposer must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

40. ADDITIONAL INFORMATION

All terms and conditions of the Martin County Purchasing Manual are incorporated into this solicitation by reference and are fully binding. Proposers are required to submit their responses to this solicitation, and to conduct their activities during this process in accordance with the Martin County Purchasing Manual. This solicitation, the subsequent evaluation, negotiations, and contract award shall be in accordance with the Martin County Purchasing Manual. The County reserves the right to disqualify, remove from consideration, or debar as appropriate, any vendor that does not comply with the applicable requirements set forth in the Martin County Purchasing Manual. The Purchasing Manual is available on the County's website:

<https://www.martin.fl.us/resources/purchasing-manual>

Each Respondent, by submitting a proposal in response to this solicitation, hereby agrees to comply with, and perform in accordance with any and all policies and procedures provided in the Martin County Purchasing Manual, the County Administrative Code, and any and all other local, state, and federal rules, regulations, laws, codes and ordinances throughout the solicitation and contract term.

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