



INVITATION TO NEGOTIATE

LAKE WORTH BEACH REDEVELOPMENT PROJECT

ITN No. 22-400



Financial Services
Procurement Division
7 North Dixie Highway
Lake Worth Beach, FL 33460
561.586.1770

ITN # 22-400

LAKE WORTH BEACH REDEVELOPMENT PROJECT

The City of Lake Worth Beach, Florida, is inviting proposals from qualified entities to enter into a Public Private Partnership (P3) with the City for the redevelopment of the City's Municipal Beach Complex. This Invitation to Negotiate (ITN) invites the services of a qualified entity to propose a P3 which will maximize the redevelopment potential and recreational use of the Municipal Beach Complex including the Casino Building's 2nd floor event space, the existing pool facility area, and additional adjacent areas. A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this ITN at **Exhibit "A"**.

Time is of the essence and any proposal received after **3:00 PM, February 9, 2023**, whether by mail or otherwise may be rejected by the City. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, and date and hour proposals are scheduled to be received. All persons or entities responding to the ITN (Respondents) are responsible for insuring that their proposal is delivered to the City's Financial Services office address by the deadline indicated. The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and/or responding to the ITN are the sole responsibility of the Respondent including without limitation any and all costs and fees related to a protest.

Interested persons or entities may obtain a copy of the ITN by contacting the Financial Services office at purchasing1@lakeworthbeachfl.gov or from lakeworthbeachfl.bidsandtenders.net. All Respondents shall have a Bidding System Vendor account and be registered as a Plan Taker for this ITN opportunity, which will enable the Respondents to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this ITN, or if a Respondent has obtained this ITN Document from a third party, the onus is on the Respondent to create a Bidding System Vendor account and be register as a Plan Taker for the ITN opportunity.

All proposals must be mailed to:

**City of Lake Worth Beach
Financial Services/Procurement Division
7 North Dixie Highway, 2nd Floor
Lake Worth Beach, FL 33460**

ENVELOPE MUST BE IDENTIFIED AS ITN # 22-400 Casino Building and Pool Redevelopment Project

PUBLISHED: December 12, 2021 Palm Beach Post and City's Website

GENERAL INFORMATION

1. PROJECT OBJECTIVE AND OVERVIEW

The City of Lake Worth Beach, Florida, is inviting proposals from qualified entities to enter into a Public Private Partnership (P3) with the City for the redevelopment of the City's Municipal Beach Complex. This Invitation to Negotiate (ITN) solicits the services of a qualified entity to propose a P3 which will maximize the redevelopment potential and recreational use of the Municipal Beach Complex including the Casino Building's 2nd floor event space, the existing pool facility area, and additional adjacent areas. A more detailed description of the project location, project parameters, redevelopment options, and project criteria is incorporated into this ITN at **Exhibit "A"**. The City's intention is to negotiate and enter a comprehensive agreement(s) for the renovation, expansion, lease, management, maintenance, operation, and/or implementation of creative ventures at the City's Municipal Beach Complex.

2. SUBMITTAL OF PROPOSALS

Interested Respondents are invited to submit a complete proposal for consideration. The proposal must address the items requested clearly and concisely.

Time is of the essence and any proposal received after **3:00 PM, February 9, 2022**, whether by mail or otherwise may be rejected. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for receipt of a proposal. Respondents may deliver proposals directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If proposals are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting the Procurement Division at (561)586-1770 in advance.** The City will in no way be responsible for delays caused by any occurrence. **Proposals shall not be submitted and will not be accepted by telephone, telegram, facsimile, or e-mail.** The time of receipt shall be determined by the time clock located in Financial Services. Proposals shall be placed in a sealed envelope, marked with the ITN number, title, and date and hour proposals are scheduled to be received. **Respondents are responsible for ensuring that their proposals are delivered to Financial Services address by the deadline indicated.**

The City reserves the right in its sole discretion to reject any or all proposals and/or to waive all nonmaterial irregularities on any and all proposals. All costs and expenses, including reasonable attorney's fees, incurred by any Respondent in preparing and responding to this ITN are the sole responsibility of the Respondent firm including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this ITN constitute the complete set of instructions, scope, specification requirements and forms (unless supplemented by City issued addendum). It is the responsibility of the Respondent to ensure that all pages are included. Therefore, all Respondents are advised to closely examine this ITN. All proposals must be typed or written in ink, and must be signed in ink by an officer having authority to bind the Respondent. Signatures are required where indicated; failure to do so may be cause for rejection of a proposal.

3. CHANGES AND INTERPRETATIONS

Changes to this ITN will be made by written addendum. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this ITN should be submitted in the bidding system at lakeworthbeachfl.bidsandtenders.net or in writing via e-mail to purchasing1@lakeworthbeachfl.gov, and must be received by the date set forth below for

questions from potential Respondents. Most questions will be answered via addenda; however, if a question is not answered, the Respondent should assume all relevant information is contained within this ITN or previous issued addendum (if any). The City will attempt to not issue an addendum within three (3) business days of the due date of proposals; however, the City reserves the right to extend the due date of proposals and issue any addenda at any time prior to the revised due date for proposals.

4. PROPERTY OF THE CITY

All materials submitted in response to this ITN shall become the property of the City. The City has the right to use any or all ideas presented in any response to this ITN, whether amended or not, and selection or rejection of a proposal does not affect this right. No variances to this provision shall be accepted.

5. ITN TIMETABLE

The anticipated schedule for this ITN is as follows:

- | | |
|--|----------------------------|
| • Questions from Potential Respondents Due | January 10, 2022 - 4:00 PM |
| • Proposal Due Date and Time | February 9, 2022 - 3:00 PM |
| • Proposal Evaluation | March 2022 |
| • Negotiations | April/May/June, 2022 |

The City reserves the right to amend the anticipated schedule as it deems necessary.

6. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a proposal in response to this ITN. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All Respondents are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all proposals or some other action by the City to end the selection process. The cone of silence does not apply to authorized negotiations between a Respondent and the City's negotiation team under this ITN.

7 ETHICS REQUIREMENT

This ITN is subject to the State of Florida Code of Ethics for Public Officers and Employees and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Respondents are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to ensure compliance with the same.

Further, any Respondent coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive proposal to this ITN. Therefore, all Respondents

shall complete the City's Campaign Contribution Statement attached to this ITN as Exhibit "B". Failure to complete will result in rejection of the Respondent's proposal.

8. DISCLOSURE AND DISCLAIMER

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

In its sole discretion, the City may withdraw this ITN either before or after receiving proposals, may accept or reject proposals, and may accept proposals which deviate from the non-material provisions of this ITN. Through its own investigation and in its sole discretion, the City may determine the qualifications, experience and acceptability of any Respondent submitting a proposal in response to this ITN. Following submission of a proposal, each Respondent 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 Respondent, including the Respondent's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to proposals submitted in response to this ITN or in making any award or failure or refusal to make any award, or in any withdrawal or cancellation of this ITN, either before or after issuance of the notice of intent to make an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this ITN who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted pursuant to this ITN is at the sole risk and responsibility of the party submitting such proposal

9. RESULTING CONTRACT

The terms and conditions of the resulting contract will be negotiated with the successful Respondent(s). If the City and the successful Respondent cannot agree on the terms and conditions of the resulting contract, the City reserves the right to terminate negotiations with the successful Respondent and move to the next ranked Respondent to commence negotiations. Negotiations may continue in this process until the City is able to enter into a contract with a Respondent that best meets the needs of the City.

While the City anticipates awarding one contract, the City reserves the right to award to more than one Respondent if it is considered to be in the best interests of the City.

The awarded contract(s) which will cross fiscal-years are subject to the City's annual budget and appropriation process. If an awarded contract(s) is not funded in whole or in part in a fiscal year, the City will have the right to terminate the contract without cause. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such right.

10. LEGAL REQUIREMENTS

This ITN is being issued consistent with the requirements of section 287.05712, Florida Statutes, regarding public-private partnerships. While replies received in response to this ITN may not necessarily be a “qualifying project” as defined under said statute, it is anticipated that one or more replies may offer the building, upgrading, operating, and/or financing of facilities. Prior to awarding or executing a contract for a “qualifying project”, the City Commission will need to make the determinations required by section 287.05712, Florida Statutes, in order to enter a comprehensive agreement with the selected Respondent.

All Respondents are advised that under the existing City Charter, the City may not sell, hypothecate, convey or lease (except a lease of less than 30 years) the City Municipal Beach Complex including the Casino Building and Pool Facility without an approved voter referendum. All Respondents are encouraged to review this Charter provision and all Charter and Code provisions regarding the City’s beach complex.

For components of any proposed venture which will involve construction, the City will require a payment and performance bond consistent with section 255.05, Florida Statutes.

The City’s 2013 renovation of the Municipal Beach Complex was due in part to a grant from Palm Beach County. To ensure grant requirements are not negatively impacted by any proposed venture, the City reserves the right to coordinate with Palm Beach County prior to the award of any resulting contract on the proposed venture and consistent with section 287.05712, Florida Statutes.

11. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this ITN, the selected Respondent shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required herein (or such additional insurance requirements as the City may determine depending on the proposed redevelopment project). All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the selected Respondent has obtained insurance of the type, amount, and classification as required for strict compliance with this provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. Compliance with the foregoing requirements shall not relieve the selected Respondent of its liability and obligations under the resulting contract.

- A. General: The selected Respondent shall maintain, during the term of the contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence **[if appropriate]**.
- B. Commercial: The selected Respondent shall maintain, during the life of the contract, commercial general liability, including public and contractual liability insurance in the amount of \$1,000,000.00 per occurrence (\$2,000,000.00 aggregate) to protect the Respondent from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations and completed operations under the resulting contract, whether such operations be by the Respondent or by anyone directly or indirectly employed by or contracting with the Respondent.

- C. Worker's Compensation: The selected Respondent shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. Automobile Liability: The selected Respondent shall maintain comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent.

All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the selected Respondent shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

12. EVALUATION AND AWARD

The City may assemble an Evaluation Committee to evaluate the proposals or may have the proposals evaluated by a designated City official, employee or agent. If an Evaluation Committee is utilized, it will convene for a meeting to evaluate and rank the most advantageous proposals and make a recommendation for contract award to the City Commission with or without discussions. The Purchasing Division will advertise the Evaluation Committee meeting in the appropriate media as directed by law. The City Commission is not bound by the recommendation of the Evaluation Committee and the City Commission may deviate from the recommendation in determining the best overall responsive proposal which is most advantageous and in the best interest of the City consistent with the evaluation criteria in this ITN. The selected Respondent(s) will be notified in writing with an intent to award letter. Recommended awards will be made available for review by interested parties by Financial Services.

Each proposal will be evaluated individually and in the context of all other proposals. There is no obligation on the part of the City to award the proposal to the lowest priced Respondent, and the City reserves the right to award the contract to the Respondent submitting the best overall responsive proposal to a responsible Respondent which is most advantageous and in the best interest of the City consistent with the evaluation criteria. The City shall be the sole judge of the proposals that is in its best interests.

To be considered responsive, Respondent's response to this ITN shall substantially conform in all material respects to the requirements and criteria set forth in this ITN. This includes such aspects as following ITN instructions for proper submittal, completing all necessary forms included with the solicitation, providing information required by the solicitation, and complying with all terms, conditions, qualifications and specification requirements as enumerated in the solicitation. Except where specifically authorized in this solicitation, a proposal that deprives the City of the assurance that the contract will be entered into in accordance with its terms will be considered non-responsive.

To be considered responsible Respondent shall have the capability in all respects to fully perform all aspects of the Respondent's proposal and the requirements identified in this ITN. Respondent shall have the experience, capacity, facilities, equipment, credit, sufficient qualified personnel, and record of timely and acceptable past performance that will assure good faith performance. The term "responsibility" is not limited in its meaning to financial resources and ability. The City reserves the right to make the determination if Respondent is responsible by taking into

consideration the Respondent's past performance on any contract involving similar work and/or services; the Respondent's skill and business judgment; the Respondent's experience and facilities for carrying out its responsibilities, timely completion and responding to complaints; and, any other relevant information which the City may obtain relating to the Respondent's, its proposed personnel's and subcontractor's ability to perform the solicited work and/or services.

At its sole option, the City may select the top three to five Respondents and require presentations from each Respondent before making the final selection. The City may also ask the Respondents to engage in pre-selection negotiations and/or submit revised and/or final replies in response to this ITN. These options are all at the sole discretion of the City.

While the City allows Respondents to specify any desired variances to the ITN terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the Respondent who is most advantageous to the City.

Evaluation Criteria and Scoring:

The evaluation of the proposals will be conducted in accordance with the following provisions. Scoring is based on a 100-point scale. The following guidelines will be used for the evaluations (with associated weighting). **To be considered "Qualified", a Respondent must receive a minimum aggregate average of 70 points.**

EVALUATION CRITERIA	Points Awarded
LEADERSHIP (Tab 1) <ul style="list-style-type: none"> • Letter of Transmittal • Leadership Response • Relevant experience, accomplishments, and capabilities • Clear understanding of ITN and available options 	0 – 5 points
EXPERIENCE OF THE FIRM (Tab 2) <ul style="list-style-type: none"> • Qualification of Staff (up to 5 points) • Relevant experience, capabilities and proven success with similar projects and development, and private public partnerships and teaming (up to 5 points) 	0 - 10 points
APPROACH (Tab 3) <ul style="list-style-type: none"> • Project Development Approach (up to 5 points) • Opportunities and challenges of project clearly defined and solutions provided (up to 5 points) • All City's development regulations have been met (up to 5 points) 	0 - 15 points
DEVELOPMENT PLAN (Tab 4) <ul style="list-style-type: none"> • Development Strategy and Conceptual Plans for the Project option(s) selected (up to 15 points) 	0 – 45 points

<ul style="list-style-type: none"> • Lease proposal (up to 5 points) • Development budget and schedule (up to 15 points) • Public/private responsibility matrix (up to 5 points) • Green initiatives in proposal (up to 5 points) 	
FINANCIAL CAPABILITY AND FEASIBILITY (Tab 5) <ul style="list-style-type: none"> • Feasibility of financing plans and schedules (up to 10 points) • Operating pro-forma (up to 5 points) • Business Plan (up to 5 points) 	0 – 20 points
DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC & ADDITIONAL INFORMATION <ul style="list-style-type: none"> • Instances of a default under a similar project or contract; instances of litigation related to a similar project or contract; instances of on any debarment by a local, state or federal governmental entity (up to 3 points) • Unique resources, capabilities or assets which the respondent would bring to the Project (up to 2 points) 	0 – 5 points

Total:

100 Points

In the event of a tie in the scoring, the City will provide a preference to the Respondent with a drug-free workplace policy.

13. PROPOSAL FORMAT

Each Respondent shall submit **one (1) original, six (6) copies, and one (1) electronic copy on USB drive of their proposal**, in a clear, concise format, on 8 1/2" x 11" paper, in English.

Each proposal (and all copies) shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Respondent to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the Respondent in a resulting contract. **Signatures are required where indicated; failure to do so may be cause for rejection of proposal.**

Only one proposal may be submitted by each Respondent.

Proposals which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive and rejected.

All proposals shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the proposal to be rejected.

COVER PAGE

Clearly indicate Respondent's name address, telephone number, name of contact person, date, and proposal name.

TABLE OF CONTENTS

Tab 1 – Leadership (Maximum 5 Points)

Letter of Transmittal and Leadership Response (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- Entity name, address, telephone, website, email, and fax number (also on **Exhibit “C”**)
- Ownership/organization structure
- Parent company, if applicable
- Names of officers and principals
- The legal status and years of continuous operation
- In-house capabilities and services
- General summary of Respondent's business operation; how long in business; general approach to tasks and projects; and, why the Respondent should be selected, including a summary of relevant experience, accomplishments, and capabilities.
- Respondent's understanding of the Project and proposed Project option(s).
- The letter must name all persons or entities interested in the proposal as principals. Identify all of the persons authorized to make representations for the Respondent, including the titles, addresses, and telephone numbers of such persons.
- An authorized agent of the Respondent must sign the Letter of Transmittal and must indicate the agent's title or authority.
- The individual or firm identified on the Letter of Transmittal will be considered the primary firm. The firm will need to name the representative authorized to negotiate with the City.
- If more than one firm is named on the Letter of Transmittal, a legal document showing the partnership, joint venture, corporation, etc. shall be submitted showing the legality of such. Submittal for Joint Venture to include executed Joint Venture agreement and if state law requires that the Joint Venture be registered, filed, funded, or licensed prior to submission of the proposal, then same shall be completed prior to submittal. Respondents shall make their own independent evaluation of the requirements of the state law.

Tab 2 – Experience of the Firm (Maximum 10 Points)

Qualification of Staff (limited to two pages plus resumes)

Respondents shall provide a two-page summary regarding their ability to redevelop the Municipal Beach Complex as proposed in a specific timeframe, including information regarding dedicated staff, and current workload should be provided.

Resumes of key personnel should also be included. Resumes should not exceed one-page per person. Resumes should include a description of:

- Training, education and degrees.
- Related experience and for whom.

- Professional certifications, licenses and affiliations.

Project Experience

Respondents shall provide a minimum of three (3) similar projects on the form provided (**Exhibit “D”**) and include whether the project was completed on time and within budget. The project description should include the size, location, start and completion date (or projected start/completion date), construction cost, role played, and financial interest. Provide relevant photos.

Respondents shall provide a minimum of three (3) references on the forms provided (**Exhibit “E”**) demonstrating their experience and/or skill with similar projects. Prior experience and skill with other Florida municipalities is desirable. Respondents are responsible for verifying correct phone numbers and contact information provided. Failure to provide accurate information may result in the reference not being obtained or considered.

Teaming (if applicable)

- Summarize the name and titles of the internal development team that will be assigned to this project, along with a brief biography.
- Summarize the key consultants that will support the development team, and a very brief listing of their relevant experience.

Tab 3 – Approach (Maximum 15 Points)

Respondent Approach

Provide written summary of your understanding and overall approach of the redevelopment of the Municipal Beach Complex, project option(s) selected, and discuss how the project option(s) will be achieved along with the challenges faced by the development approach. (Maximum 2 pages)

Tab 4 – Development Plan (Maximum 45 Points)

The Respondent must submit a Conceptual Development Plan based on the following submission requirements:

Development Strategy

- Key assumptions
- Key disclaimers
- Explain market, economic and technical rationale

Conceptual Site Plan and Building Designs

- Note scale of drawings
- Identify major uses and green initiatives
- Identify parking
- Identify public roadways
- Identify service areas
- Identify major walkways
- Conceptual building elevations (if applicable)

Conceptual Development Budget and Schedule

Respondents will submit a Conceptual Development Budget summarizing estimates for the following categories of costs: site development, construction, professional fees, tenant-related, financing, green initiatives, and estimated overhead costs. Respondents will also submit a

Conceptual Development Schedule summarizing the critical path of major activities required to plan, fund, construct/renovate, lease and open the project.

Proposed Lease Terms

Respondents will submit a proposal for leasing the City owned land for a term of less than thirty (30) years. Proposed business terms will be based on a sound market and industry rationale.

Public Financing Statement of Interest

If required, Respondents will submit a statement of their interest in requesting financing assistance and incentives to close financial gaps that jeopardize the projects economic viability. Said statement of interest will include a "but for" rationale and justification.

Green Initiatives

Respondents will submit information on how the Respondent's redevelopment will provide "Green Initiatives". "Green initiatives" as utilized in this section include any initiative directly or indirect used by the Respondent in its selected redevelopment option(s) which will reduce energy consumption and/or greenhouse gas emissions, utilize renewable energy sources, increase recycling opportunities and minimize waste, avoid the use of highly toxic chemicals, and such other initiatives in the Respondent's determination that provide an environmentally-conscious benefit to the City.

Public/Private Responsibility Matrix

Respondents will complete a responsibility matrix summarizing the most critical responsibilities of stakeholders that will be required in order to structure a workable public/private partnership.

Program Element	Developer	City	Other
Land			
Financing			
Design			
Construction			
Leasing			
Operations			
Parking			
Marketing			
Approvals			

Tab 5 – Financial Capability and Feasibility (Maximum 20 Points)

Financial Capability

Statement and Evidence of Financial Capability: A statement and evidence of financial capability, including the ability to fund all Project development costs. A "Letter of Intent" from a lender as to its interest in financing the development prior to negotiations. The City considers a reputable lender as an intuition which has, in the opinion of the City, the financial capability and experience

to commit, loan and monitor the funding of loans necessary to complete the Project. The Respondent's financial statement, with notes, and not older than one (1) year, and should indicate the resources and the necessary working capital to assure financial stability through the completion of the Project. Financial capability shall also include an examination of the business plan and operating pro-forma for the project. Respondent is required to provide a business plan and operating pro-forma that supports the development.

Tab 6 – Additional Information (Maximum 5 Points)

DEFAULT, TERMINATION, LITIGATION, DEBARMENT, ETC.

Respondent will provide a summary of any default, termination, litigation, debarment against or which named the Respondent in the past five (5) years which is related to the goods and/or services sought in this ITN or that Respondent otherwise provides in the regular course of business. The summary shall state the nature of the default, termination, litigation, debarment and a brief description of the outcome or projected outcome, and the monetary amount involved. *If none, state as such and provide written statement in the document.*

ADDITIONAL CONSIDERATIONS

Additional Considerations: Identify any additional or unique resources, capabilities or assets which the respondent would bring to the project.

ALL COMPLETED FORMS

Include all completed forms listed as attachment.

PROOF OF LICENSES

Respondent will provide proof of required licenses for the firm and scope of services to be performed. This shall include:

- Proof of all applicable licenses for goods and/or services to be rendered (including registration with State of Florida Division of Corporations if applicable);
- Statement or proof of required insurance; and,
- Proof of Respondent's Business Tax Receipt (as applicable)
- Other Proof of Specific Qualifications.

14. RESPONDENT'S REPRESENTATIONS

By submitting a proposal, the Respondent warrants, represents, and declares that:

- A. Person(s) designated as principal(s) of the Respondent is named and that no other person(s) other than the person(s) mentioned has (have) any interest in the proposal or in the resulting contract.
- B. The proposal is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another proposal, and that the proposal submitted is, in all respects, fair and in good faith without collusion or fraud.
- C. The Respondent understands and agrees to all elements of the proposal unless otherwise indicated or negotiated, and that the proposal may become part of any contract entered into between the City and the Respondent.
- D. By signing and submitting a proposal, Respondent certifies that Respondent and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a proposal to the City of Lake Worth Beach for 36 months following the date of being placed on the convicted firm list. Respondent certifies that submittal of its proposal does not violate this statute.

F. Respondent recognizes and agrees that the City will not be responsible or liable in any way for any losses that the Respondent may suffer from the disclosure or submittal of proposal information to third parties.

G. Respondent has carefully and to his/her full satisfaction examined the ITN, the attached Scope of Services and all required forms, and Respondent has received and read all addenda issued and has included their provisions in their proposal.

15. PROTESTS

Any actual Respondent who is aggrieved in connection with this ITN may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

16. EXHIBITS

This ITN consists of the following exhibits (which are incorporated herein by reference):

- | | |
|----------------|---|
| A. Exhibit "A" | Detailed Description of Options |
| B. Exhibit "B" | City's Campaign Contribution Statement (submit with proposal) |
| C. Exhibit "C" | Respondent Information Form (must be submitted) |
| D. Exhibit "D" | Similar Projects/Relevant Experience (submit with proposal) |
| E. Exhibit "E" | References (submit with proposal) |
| F. Exhibit "F" | Drug Free Workplace Form (submit with proposal) |
| G. Exhibit "G" | Scrutinized Companies Certification (submit with proposal) |

17. COMPLIANCE

All proposals received in accordance with this ITN shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any Respondent believes its proposal contains exempt or confidential information, the Respondent must identify the same at the time of submission of its proposal. Failure to do so may result in the waiver of such exemption or confidentiality.

18. PUBLIC ENTITY CRIMES

Pursuant to section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida may not submit a bid to the City as agent for the ECR Board for 36 months following the date of being placed on the convicted vendor list.

19. SCRUTINIZED COMPANIES

Each Respondent will be required to certify (**Exhibit "G"**) that it and its intended subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate any

resulting contract at its sole option if the selected Respondent or any of its subcontractors are found to have submitted a false certification; or if the selected Respondent or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the resulting contract.

20. E-VERIFY

The selected Respondent will be required to adhere to Section 448.095(2), Florida Statutes, regarding the E-Verify requirements for its employees and its subcontractors' employees. If the City terminates the resulting contract under Section 448.095(2)(c), Florida Statutes, the selected respondent may not be awarded a contract for at least 1 year after the date on which the resulting contract is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the resulting contract.

END OF GENERAL INFORMATION

EXHIBIT “A”

Detailed Description of Options

Project Description:

The City of Lake Worth Beach, Florida, is inviting proposals from qualified entities to enter into a Public Private Partnership (P3) with the City for the redevelopment of the City's Municipal Beach Complex. This Invitation to Negotiate (ITN) solicits qualified entities to propose a P3 which will maximize the redevelopment potential and recreational use of the Municipal Beach Complex including the Casino Building's 2nd floor event space and unfinished space, the existing pool facility area, and additional adjacent areas. The City's intention is to negotiate and enter a comprehensive agreement(s) for the renovation, expansion, lease, management, maintenance, operation, and/or implementation of creative ventures at the City's Municipal Beach Complex.

Location and Opportunity

The City of Lake Worth Beach is a coastal municipality of 7 square miles, located in Palm Beach County, Florida. The City's northern boundary is adjacent to the City of West Palm Beach's southern boundary and about 64 miles north of Miami. Downtown Lake Worth Beach is the artistic soul of Palm Beach County with a historic theater and a museum, live music clubs, coffee houses, art galleries, antique malls, retail stores, and many restaurants. The City's Municipal Beach Complex is located east of the Downtown area, adjacent to the Atlantic Ocean.

Property Description

The Municipal Beach Complex is a 19 ½ acres parcel owned by the City and generally located at 10 S. Ocean Blvd., Lake Worth Beach, Florida (Parcel Control Numbers: 38434426000010010 and 38434426000010070). The Complex includes the Casino Building, Pool Facility, waterfront park, parking area, picnic area, restrooms, municipal pier, and additional adjacent areas. The Casino Building includes a first floor area currently leased to commercial tenants and a second floor area of approximately 5,000 SF of unfinished space, approximately 3,000 SF of finished event space and a kitchen. The Pool Facility encompasses 32,500 SF (including the pool building). The City built and opened the Pool Facility to the community in the early 1970's, which the City continued to operate until its most recent closure in 2016. The Municipal Beach Complex has 713 paid public parking spaces available that are operated and enforced by the City, including 50 spaces reserved for Lake Work Beach residents with a valid parking decal. The remaining spaces are digitally metered and have a maximum allowance of 8 hours.

2013 Renovated Municipal Beach Complex

In 2013, the City renovated the Municipal Beach Complex, which officially re-opened to the public on March 1, 2013. The renovated Complex quickly became the new beach destination in South Florida. The renovated Casino Building is true to its original 1920's architecture; and, while there is no gambling at the renovated Casino Building, the name "Casino" remains as a reminder of the history and importance of the building to the citizens of Lake Worth Beach.

The renovated Municipal Beach Complex features an oceanfront park, restrooms, and picnic facilities, which complement the William O. Lockhart Municipal Pier. Beach chairs, lounges and cabanas are available to rent at the beach.

The first floor of the Casino Building is currently leased out by various commercial tenants. The first floor includes multiple restaurants, an ice cream shop, and a t-shirt store.

A unique distinction on the second floor of the Casino Building is a 3,000 SF event space/ballroom that offers breathtaking views of the Atlantic Ocean with wrap-around terraces and provides a perfect location for weddings, special occasions, and other events. The ballroom has won Wedding Wire's Couples Choice Award four years in a row in 2017, 2018, 2019 and 2020 and was also featured in Married in Palm Beach in 2017, 2018 and 2019. Adjacent to the ballroom on the second floor is 5,000 SF of unfinished space and a nearby kitchen.

The Pool Facility was not included in the 2013 Municipal Beach Complex renovation project.

Below is an aerial photograph of the Municipal Beach Complex post-renovation.



Lake Worth Beach - Beach and Casino Land Development Regulations

All development at the Municipal Beach Complex must comply with the City's land use and zoning categories. The land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, are detailed below. This information may also be found in the City of Lake Worth Beach's Code of Ordinances.

The Municipal Beach Complex encompasses approximately 19 ½ acres and includes a 20,861 SF reconstructed Casino Ballroom building as well as 7,284 SF of various other structures. The site floor area ratio (FAR) is 0.033 based on the gross leasable area limit on the site of 64,715 SF. There is approximately 40,000 to 45,000 of allowed new construction that can be leased. For the overall site at the current FAR, the total allowable area allowed on the site is 127,413 SF. Consequently, there is roughly 100,000 SF of allowable building on the site of which up to 64,715 SF is leasable.

Maximum height per the City's Comprehensive Plan is 45' and two stories. By utilizing a planned development scenario of the site, the overall height can be raised to 65'-0' and three stories (the Transfer Development Rights (TDR) option would have to be triggered to gain the additional story).

Future Land Use Element

Policy 1.1.13: Beach and Casino - The Beach and Casino land use category designates the area of public beach and casino building area. The term "Casino" is used in name only and reflects the historic name of the buildings and site. Designation of this area signifies the expectation that the public beach will be used for public recreation and use and specified accessory uses, and the casino area will be used for a combination of permitted private commercial and public uses. The gross leasable area of all buildings shall not exceed 64,715 SF. The implementing zoning district is BAC.

Policy 1.2.15: Locational Criteria for the Beach and Casino Designation - The Beach and Casino land use designation is mapped on sites where such uses already exist. The mapping of these uses on these sites indicates that public beach will be used for public recreation use and specified accessory uses and casino area for a combination of permitted private commercial and public uses. Per Table I the Beach and Casino (BAC) Future Land Use Designation allows for a maximum height of 45' and a FAR of 0.15

Land Development Regulations

Sec. 23.3-22 BAC—Beach and Casino

a) Intent - The beach and casino district (BAC) is a zoning category for the Lake Worth public beach and casino area. It is intended for public use of the beach area and other beach related uses and private commercial and public uses in the casino area.

b) Principal uses permitted by right or by administrative or conditional use permit- Refer to the permitted use table at section 23.3-6 for complete list of uses.

1. In the beach area (east of the east edge of the existing seawall). Public beach and pier and accessory uses such as umbrella, beach chair, beach and water related rentals and cafes on the pier only, and special events permitted pursuant to section 21-18.

2. In the casino area (west of the east edge of the existing seawall):

- A. Pool, pool building and accessory uses.
- B. Picnic facilities, play-grounds, recreational uses and restrooms.
- C. Parking and parking structure.

- D. Ballroom, banquet and meeting rooms.
- E. Retail establishments. The sum of all retail establishments may not exceed seven thousand two hundred (7,200) SF.
- F. Restaurants (no drive thru), sandwich shops and snack bars, outdoor cafes and push carts.
- G. Special events as permitted pursuant to section 21-18.
- H. Environmental/nature centers, art shows, exhibits and other events not requiring a special event permit pursuant to section 21-18.

c) Development regulations

1. Building height:

- A. Total building/structure height shall not exceed sixty (60) feet.
- B. Two (2) habitable stories totaling not more than fifty (50) feet in height.
- C. Architectural features not to exceed an additional ten (10) feet in height.
- D. Building height shall be measured as defined in general definitions.
- E. Parking structures shall not exceed three (3) levels or thirty-two (32) feet. The height of the highest parking surface shall not exceed the crown of the loop road closest to the seawall.

2. Setbacks:

- A. East: Seventy-five (75) feet from the east edge of the existing seawall excluding public seating, outdoor patio and dining areas (which shall be at least forty-five (45) feet from the east edge of the existing seawall), public shelters, signage and push carts.
- B. West: Seventy-five (75) feet from the property line.
- C. North: Two hundred (200) feet from the property line excluding public seating, public shelters, signage, and picnic pavilions, (which shall be at least thirty-five (35) feet from the property line and which shall be subject to conditional use approval by the planning and zoning board).
- D. South: Thirty-five (35) feet from the property line.

3. Building coverage: Fifteen (15) percent.

4. Maximum impermeable surface: Sixty-five (65) percent.

5. Floor area ratio. The maximum floor area ratio is 0.1.

d) Prohibited uses - All uses not specifically permitted.

Project Criteria:

Each Proposal shall include the following criteria:

- The City desires a P3 proposal based on a long-term lease agreement (less than 30 years) with the selected entity (developer).
- The developer must submit a proposal for at least one of the options identified below.
- If the developer proposes construction of additional building capacity, useable space, and/or redevelopment of the pool facility area, the proposal must adhere to the City's land use and zoning categories for the Municipal Beach Complex, including development regulations and allowable uses, as detailed in the ITN. Only allowable uses are permitted.
- The developer must guarantee open beach access to the public at all hours of operation.

- The developer must determine and create a plan for any additional parking needs if proposing additional building capacity or useable space at the Municipal Beach Complex.
- The City will deliver the premises in an “as in” condition for leasing. The developer is responsible for any improvements to the site.

Each Proposal shall identify which of the following options it intends to pursue as the City is inviting proposals for any, or a combination of, the following available options:

Option #1: Project proposal for the Casino Building’s event space on the 2nd floor. This includes approximately 5,000 SF unfinished space and/or approximately 3,000 SF finished event space and kitchen. This may include restaurant/lounge/bar and/or other commercial-type ventures.

Option #2: Modernization/redevelopment of the pool facility area that would accommodate visitors and residents. Day options shall include public pool access for various types of activities and programs for children and adults. Afternoon and evening hours may be used for restaurant, tiki bar, cabana rentals, beverage service, and/or other commercial-type ventures. The Pool Facility including its supporting facilities covers approximately 34,000 sq. ft. Any proposed redevelopment option should provide kiddie splash area for public access, improved storage, maintenance and lifeguard facilities, and any additional facilities to be constructed. Pool, facilities, and adjacent areas shall be redeveloped to be brought up to current codes and be fully ADA accessible.

Option #3: Combination of Option #1 and Option #2 above that includes plans for the 2nd floor event space of the Casino Building as well as plans for the adjacent pool facility area, and may include additional facilities to be renovated, redeveloped and/or constructed.

All options shall consider development of appropriate parking to accommodate offered facilities, and may include options for on-site restaurants, site adjacent affordable food options for easy public access, and landscape improvements throughout the site. Newly developed facilities shall be energy efficient and comply with the City’s desire for green initiatives including energy efficient charging stations and drinking water filtration system readily accessible to the public.

The City desires proposals which creatively propose additional options for the Municipal Beach Complex, including but not limited to, management options and options for using/developing the surrounding areas (e.g., adjacent grass and landscaped areas, driveways, and undeveloped areas of the Municipal Beach Complex).

The City will not consider proposals for a hotel and/or theme park development option.

End of Detailed Description of Options

EXHIBIT "B"

**ITN # 22-400
Casino Building and Pool Redevelopment Project**

CITY CAMPAIGN CONTRIBUTION STATEMENT

This ITN is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions which provides:

Sec. 2-101. - Additional and supplemental disclosures requirements.

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publicly disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the city commission, who is a current sitting member of the commission, **must disclose such election campaign contribution, verbally and in writing, during the application or bidding process and before the award of the contract.**

Respondent to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[☐] Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

[☐] The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
2. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
3. _____ contributed a total of \$_____ to the campaign of City Commission member _____.
4. _____ contributed a total of \$_____ to the campaign of City Commission member _____.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

Print Title: _____

Print Name of Business: _____

Commissioner/Mayor to complete: Check which statement applies, fill in the requested information, if applicable, and sign below.

[☐] Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

[☐] The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.
_____ contributed a total of \$_____ to my campaign.

Signature:

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: _____

Print Name: _____

For City Clerk's Use Only.

THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the ____ day of _____, 202____.

Check all that apply.

_____ Commissioner/Mayor _____ verbally disclosed the campaign contribution(s) set forth above.

_____ Vendor, _____, verbally disclosed the campaign contribution(s) set forth above.

EXHIBIT "C"

**ITN # 22-400
Casino Building and Pool Redevelopment Project**

RESPONDENT INFORMATION PAGE

Company Name: _____

Authorized
Signature: _____

Signature

Print Name

Title: _____

Physical
Address: _____

Street

City

State

Zip Code

Telephone: _____ Fax: _____

Email Address: _____

Website (if applicable): _____

Federal Identification Number: _____

This is a requirement of every Respondent

EXHIBIT "D"

**ITN # 22-400
Casino Building and Pool Redevelopment Project**

SIMILAR PROJECTS & RELEVANT EXPERIENCE

Please describe below at least three (3) prior or on-going ventures of the Respondent which are similar to the proposed venture for the City of Lake Worth Beach. Please provide as much additional information as possible (as attachments to this form) in order for the City to understand the venture and the Respondent relevant experience. The City may further investigate all information provided.

#1 SIMILAR VENTURE

Name of Venture or Project: _____

General Description of Venture or Project: _____

Description of status: _____

Reference Contact Person Name: _____ Title: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

#2 SIMILAR VENTURE

Name of Venture or Project: _____

General Description of Venture or Project: _____

Description of status: _____

Reference Contact Person Name: _____ Title: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

#3 SIMILAR VENTURE

Name of Venture or Project: _____

General Description of Venture or Project: _____

_____.

Description of status: _____

_____.

Reference Contact Person Name: _____ Title: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

#4 SIMILAR VENTURE

Name of Venture or Project: _____

General Description of Venture or Project: _____

_____.

Description of status: _____

_____.

Reference Contact Person Name: _____ Title: _____

Address: _____

Phone No.: (____) _____

Fax: (____) _____

Project value: _____ Start date: _____ Completion date: _____
(month/year) (month/year)

DRAFT

EXHIBIT "E"

**ITN # 22-400
Casino Building and Pool Redevelopment Project**

REFERENCES

List below, or on an attached sheet, list references per ITN requirements. Provide the name, addresses and telephone numbers of organizations, governmental or private, for whom you now are, or have **within the past five (5) years** provided services. This form may be copied.

REFERENCE #1

Name of Client:

Address:

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #2

Name of Client:

Address:

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

REFERENCE #3

Name of Client:

Address:

Phone: (_____) _____ Fax: (_____) _____

Contact Person: _____ Title: _____

Description of services: _____

DRAFT

EXHIBIT "F"

ITN # 22-400

Casino Building and Pool Redevelopment Project

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. 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 proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I
certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Print Name

Position

EXHIBIT "G"
ITN # 22-400

Casino Building and Pool Redevelopment Project

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, _____, on behalf of _____
(hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

RESPONDENT/CONTRACTOR:

By: _____
Name: _____
Title: _____

[Corporate Seal]

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of _____, a _____ [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:

Notary Public Signature

DRAFT