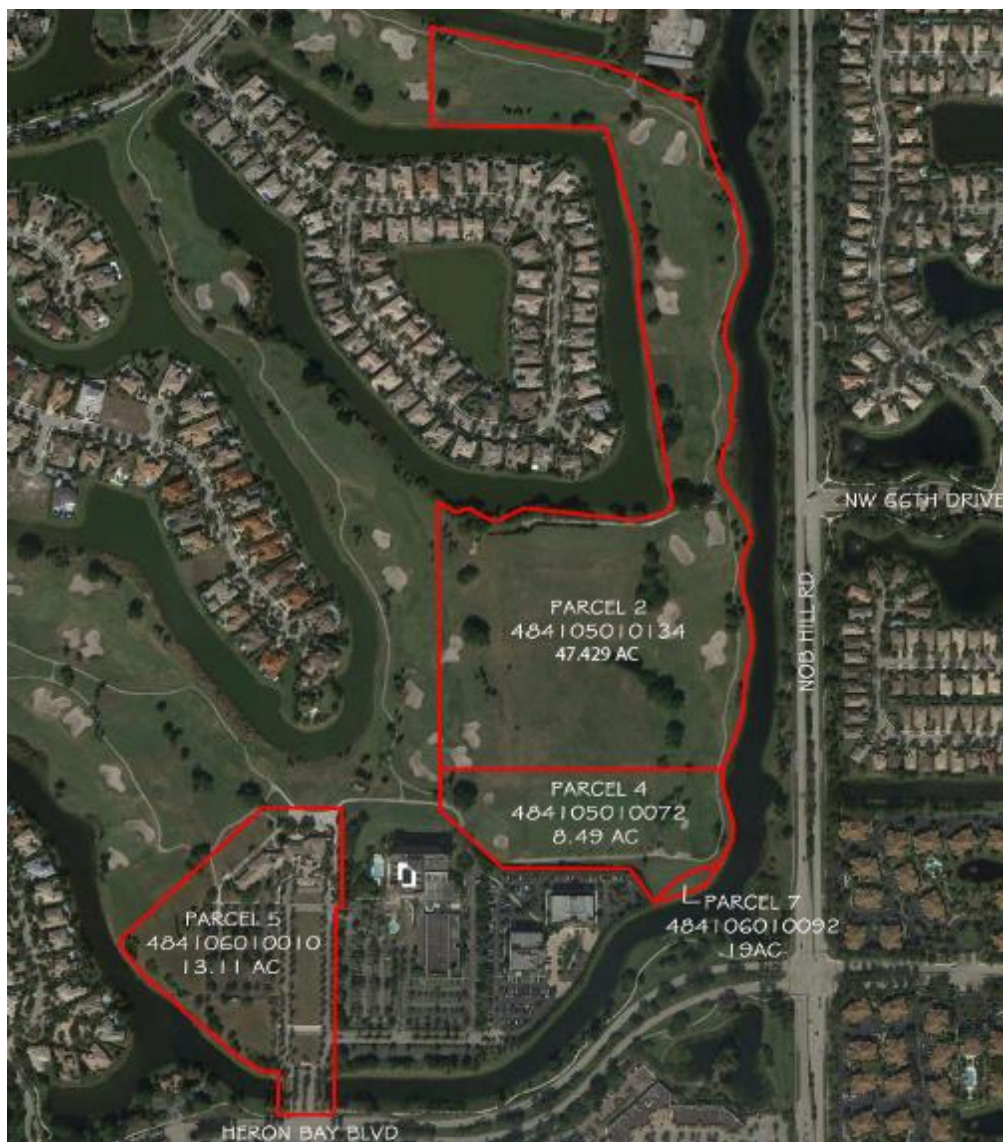


# Request for Proposals for Sale & Development of District Owned Property



**RFP # 2022-031**



NORTH SPRINGS IMPROVEMENT DISTRICT  
9700 N.W. 52ND STREET  
CORAL SPRINGS, FL 33076

RELEASE DATE: MARCH 3<sup>RD</sup>, 2022  
PROPOSALS DUE: 11:00 A.M., APRIL 19<sup>TH</sup>, 2022

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***Request for Proposals  
for  
Sale & Development of District Owned Property***

***RFP # 2022-031***

***NORTH SPRINGS IMPROVEMENT DISTRICT LEGAL NOTICE***

**NOTICE:** The North Springs Improvement District, in coordination with the Cities of Parkland and Coral Springs, hereby gives notice of its intent to seek proposals from interested parties in response to this Request for Proposals for "RFP #2022-031 – Sale & Development of District Owned Property". This RFP is for the sale and mixed-use development of up to approximately 69.219 acres of land within the Heron Bay Golf Course.

To be considered, interested respondents must hand deliver or mail in all requested materials by Tuesday, April 19, 2022, by 11:00 A.M. (EST). All proposals must be sealed and addressed to North Springs Improvement District, ATTN: District Clerk (RFP #2022-031), 9700 NW 52nd Street, Coral Springs, FL 33076 (Emailed or faxed submittals will not be accepted).

**ALL SUBMITTALS MUST INCLUDE:**

- **One (1) original and nine (9) copies** of the proposal; each submitted in **three-ring binders** and marked accordingly as "**original**" or "**copy**."
- The Response Form (**Appendix B**) and The Affidavit (**Appendix D**).
- Follow The Proposal Organization and Submittal Guidelines (**Appendix C**).
- **One (1)** Flash drive containing all materials submitted in PDF format.

**All proposals shall be publicly opened and recorded on TUESDAY, APRIL 19, 2022, at 11:00 A.M. (EST).** Late submittals may **not** be accepted or considered.

The North Springs Improvement District reserves the right to accept any response deemed to be in the District's best interest or to waive any technicality or irregularity in any response. The District may, at any time, reject any or all submittals and re-advertise.

For a copy of the RFP, please visit our website [www.nsidfl.gov](http://www.nsidfl.gov), under "Projects," or email [clerk@nsidfl.gov](mailto:clerk@nsidfl.gov).

\*All addenda will be posted on the District's website. It is the responsibility of the respondents to check back to the website. Failure to do so may result in a rejection of a proposal. \*

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Below is the current schedule of the events that will take place in the competitive process. The District reserves the right to change the schedule or make any alterations to the schedule as needed as the District determines to be in the public's best interest. Proposers will be notified sufficiently in advance of any changes or modifications in the schedule. Unless otherwise notified by the District, the dates indicated below for submission of items or other actions on the part of a Proposer shall constitute absolute deadlines for those activities. Failure to fully comply by the time stated may cause a Proposer to be disqualified. All addenda will be posted on the District's website. It is the responsibility of the respondents to check back to the website. Failure to do so may result in a rejection of a proposal.

### SCHEDULE OF EVENTS

PROPOSED DATE	EVENTS
3/03/22	RFP #2022-031 Release Date
3/24/22	Written questions deadline Time: 11:00 A.M. (EST)
3/31/22	Deadline for NSID to Respond to Questions Via Addendum Time: 5:00 P.M. (EST)
4/19/22	Proposals due on or before (Proposals will be opened and recorded at that time) Location: North Springs Improvement District 9700 NW 52 Street Coral Springs, FL 33076 Time: 11:00 A.M. (EST)
4/20/22	<u>SELECTION COMMITTEE MEETING</u> Distribute Submitted Proposals Time: 10:00 A.M. (EST)
4/27/22	<u>SELECTION COMMITTEE MEETING</u> Evaluation Committee Meeting / Live Presentations / Evaluation & Selection Time: 9:00 A.M. (EST)
5/4/22	<u>NSID BOARD MEETING</u> Recommendation to NSID Governing Board Time: 12:00 (EST) Time: 12:00 P.M. (EST)
5/5/22	Starting of Contract Negotiations with Selected Bidder / Developer.
7/05/22	Tentative Deadline for Proposer to submit Executed Contract
7/06/22	Consideration of Contract Approval by NSID

\*NSID reserves the right to conduct a Second Round Evaluation with a select number of short-listed proposers. \*

### SECTION 1: PROJECT SUMMARY

The North Springs Improvement District ("District"), in coordination with the Cities of Coral Springs and Parkland ("Cities"), invites proposals for the purchase and development of a prime real estate parcel within the former Heron Bay Golf Course Resort. The District is seeking development proposals ("Proposals") from qualified firms ("Developers") for the opportunity to purchase and develop up to approximately 69.219 acres of District-Owned Property ("Property") in the Northwest quadrant of Nob Hill Road and Heron Bay Boulevard. The District & Cities (Entities) have created parts of this RFP document together through a collaborated effort.

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The total property purchased by the District is approximately 223 acres, which was formerly known as the Heron Bay Golf Course. The District will be selling up to approximately 69.219 acres. The District will be retaining approximately 153.781 acres to convert into a stormwater preserve. The preserve will have walking trails, mitigation conservation areas, and public art. The walking trails will have several access points connecting the Property to the trail system. The preserve will adjoin the proposed retail/commercial development land for sale and will be an interconnected amenity and family destination for residents and visitors to enjoy the preserve recreational areas along with the commercial project.

Due to its proximity to the Sawgrass Expressway and the Property connecting both Cities, the District and Cities consider this Property a significant asset that offers unique commercial development opportunities, which adds desire for its development. Currently, the Property has multiple zoning districts and is subject to certain recorded instruments, which will be permitted title exceptions, as listed in a separate disclosure available from the District upon request ("Permitted Title Exceptions"). The Permitted Title Exceptions shall be permitted exceptions to title and accepted by Proposer under the contract to be executed following the negotiation period, subject to any Proposer right to terminate after the completion of the Inspection Period under the Agreement. Due diligence remains the Developer's responsibility. The District will assist the selected developer, at no cost to the District and as a Reimbursable Cost as defined herein, in the Proposer's efforts, if any, to address any of the Permitted Title Exceptions. The District is not responsible for the outcome of any of the above actions or efforts, which will be undertaken at the Proposer's sole cost, risk and expense. The Cities will consider rezoning the Property to generate the highest economic and financial benefit to the Entities and enhancing the community's lifestyle through utility and aesthetic appearance.

### DEVELOPMENT VISION

The complete vision for the Property's development is still emerging. The overall plan is for a premier mixed-use project inclusive of residential that will be a destination accretive to and compatible with the surrounding neighborhoods. The vision is to create an activity-based community. A place for people to live, shop, work and play with a visually stunning pedestrian-oriented environment with connectivity to the walking trails system and the surrounding community.

The Entities will look at Developer proposals and prioritize them according to aesthetic appearance, market demand for the proposed uses, and the highest economic and financial benefit. The Cities will consider rezoning to maximize the economic and financial benefits. ***Note: All land-use changes will require Planning Commission and the Cities' Councils' approvals. Accepting a Developer's proposal does not guarantee the proposed project meets required city standards or will be approved by the Cities.*** The obtaining of said approvals shall be at the sole risk of the proposer. The Entities will also emphasize the type of retail offerings, architectural design, and thoughtful site planning of the Property. No discount retailers or fast-food drive-thru restaurants will be allowed within the development, and this restriction will be incorporated into a deed restriction. Restaurants defined as fast-casual are permitted. ***(Please see Appendix A for examples of fast-casual, lifestyle, and neighborhood retailers).***

**SECTION 2: PROJECT INTRODUCTION**

**COMMUNITY OVERVIEW**

Situated in the northwestern portion of Broward County, Florida, the Property spans between the Cities of Parkland and Coral Springs. The Property also borders the affluent community of Heron Bay, with over 10,000 residents. The North Springs Improvement District boundaries extend into portions of both Cities. The Property is approximately 65% in the City of Parkland and 35% in the City of Coral Springs. The communities served by the proposed development are known for "A" rated schools, high median income, high home values, and diverse demographics. Both the new and resale housing markets in this area remain incredibly robust as well. New residential projects are adding housing with more than 2,000 single-family units, currently under development or in the planning stages.

**SITE OVERVIEW**

The Property consists of 4 parcels totaling approximately 69.219 acres. The parcels are listed by their folio numbers as found on the Broward County Property Appraisers website ([WWW.BCPA.NET](http://WWW.BCPA.NET)).

**TABLE 1: DEVELOPMENT PARCELS**

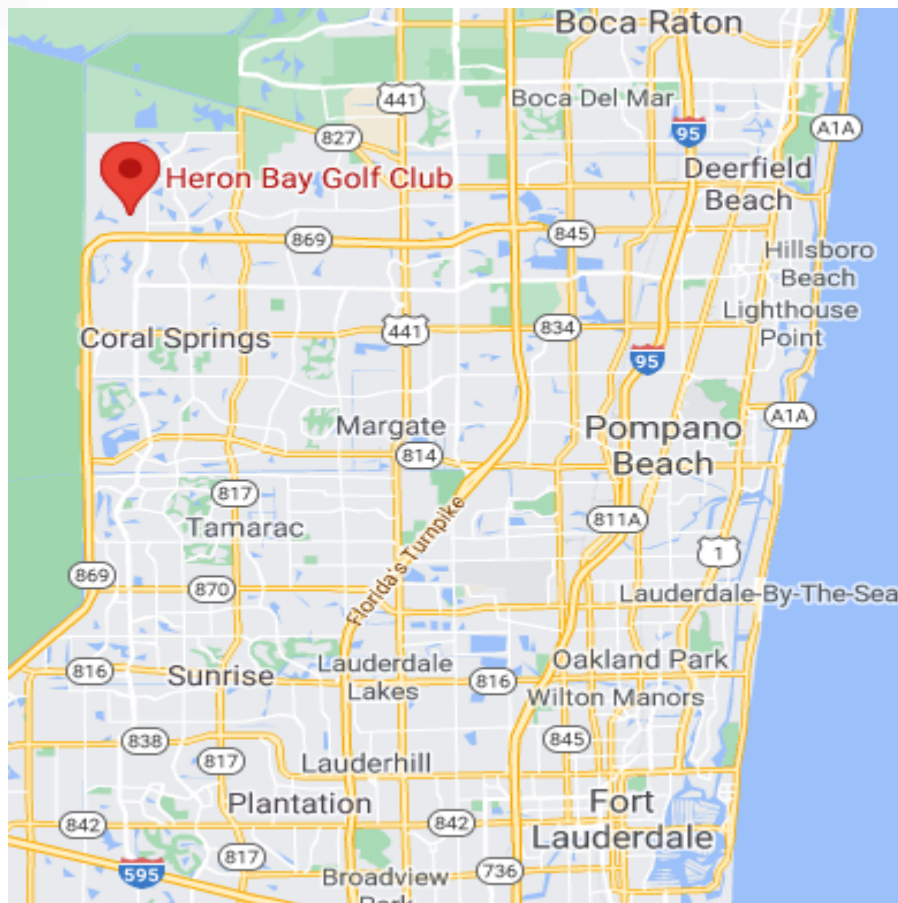
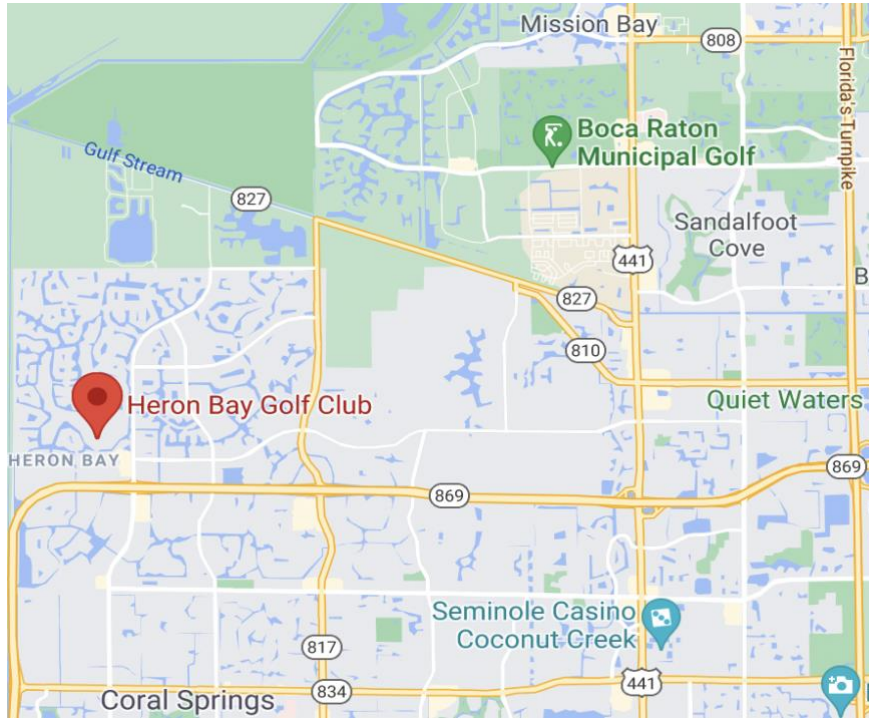
<b>PARCEL #</b>	<b>FOLIO #</b>	<b>Size (Acres)</b>
2	484105010134	47.429
4	484105010072	8.49
5	484106010010	13.11
7	484106010092	0.19
<b>TOTAL ACRES:</b>		<b>69.219</b>

Per the site map, Parcel #'s 2, 4, & 7 entail the golf club's former driving range and should be considered one parcel of approximately 56.10 acres. This parcel is the focus for the majority of the Development Vision for a mixed-use commercial development. Access to this site will potentially be from Nob Hill Road via a bridge (or bridges) spanning the retention ponds that run parallel to Nob Hill. Additional entry access could potentially come from Trails End Road. The District shall have the right to negotiate with the selected developer the purchase of Parcel Folio ID# 484105010162, which is not included in Table 1 above. This parcel could be used as an additional entry point to the proposed project.

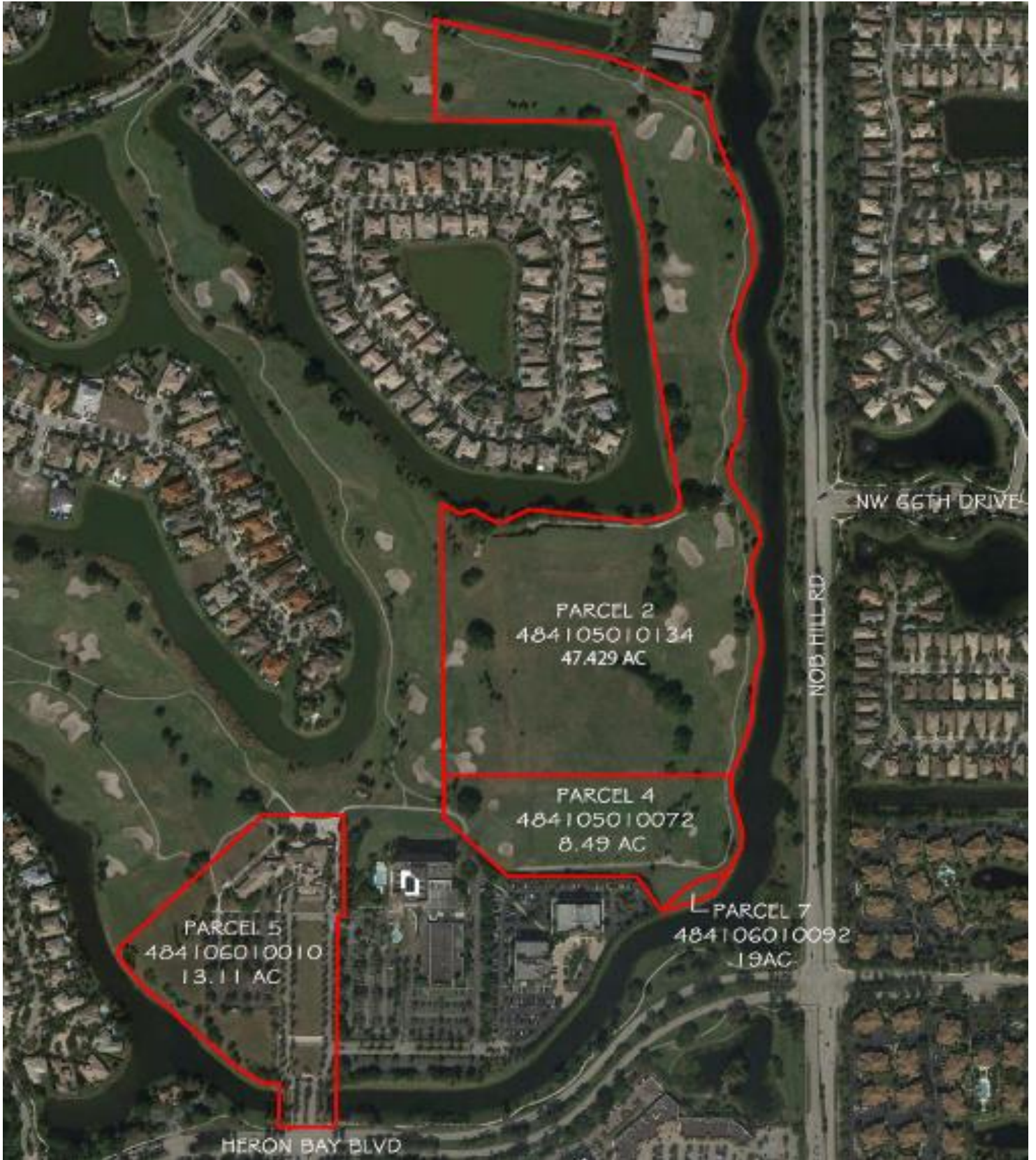
Parcel #5 is a separate parcel of ~13 acres and is accessed from Heron Bay Boulevard. Proposers are highly encouraged to submit plans and ideas for this parcel as well. The Entities welcome any creative or innovative ideas for this parcel that will be compatible with the surrounding uses. For example, uses such as medical office, mixed use office, low density service may be considered.



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**GENERAL PROJECT COMMENTS / STANDARD CONDITIONS OF APPROVAL**

The intended outcome of this Request for Proposals ("RFP") process is to identify a Developer and enter an Exclusive Right to Negotiate Agreement ("ERN") that will establish terms and conditions and further define the scope, design, general use, and development program for the Project upon which the selected Developer can purchase and develop the Property. The Cities, at their discretion, could require a public presentation process. The District reserves the right to enter into contract negotiations with the selected Proposer(s). If the District and the Proposer(s) do not agree to the terms of the Purchase and Sale Agreement (sometimes referred to herein as the "Agreement"), then the District may elect to terminate negotiations and begin negotiating with the second highest ranked proposer and so forth. This process will continue until a contract has been executed, or all submittals have been rejected, although The District also maintains the right to reject all proposals at any time. No proposer shall have any claims and/or rights against the District arising from such negotiation and/or the qualification process.

During the RFP period, Developers and their employees, agents, or representatives, shall have the right of reasonable access to the Property during regular business hours. Upon reasonable advance notice, to inspect the Property, undertake any necessary testing, and otherwise conduct due diligence to ensure that the Property is suitable for the Developer's intended use. Notwithstanding anything else in this Request for Proposals, Developer shall defend, indemnify, and hold the Entities, its employees, officers, and agents, harmless from any injury, property damage or liability arising out of the exercise by Developer of this right of access, other than injury, property damage or liability relating to the gross negligence or willful misconduct of the Entities or its officers, agents, or employees.

**SECTION 3: PROPOSAL QUESTIONS**

To evaluate the alternatives and assist in the selection of a Developer, the District is requesting development proposals that will help the Entities finalize its vision and move ahead with Property's disposition and development. Proposals must address the following items:

1. Description of the Developer's proposed project:
  - a. Size in acres and the square footage of the proposed buildings and all other uses and spaces.
  - b. Type of use(s) planned (e.g., retail, office, commercial, business park, or mixed-use combination).
  - c. Conceptual design, architectural theme(s), & character imagery.
  - d. Site Plan(s) – macro and micro as needed.
  - e. Proposed retailers, types of retailers, and other tenant-type information.

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2. Description of the Developer's prior experience in developing similar types of projects elsewhere:
  - a. Name and location of project(s)
  - b. Description of project(s)
  - c. Completion date of project(s)
  - d. Experience in dealing with other governmental agencies (County, City, or Districts) developing projects and/or experience in purchasing government property for private development. The Developer shall also describe previous projects in close relation with similar context.
3. Explanation of the role the Developer's company will play in the proposed project and a list of other partners and their roles (if any). A list of the Developer's proposed team for key roles such as general contractor, site planning, engineering, architecture, and other consultants should also be included. Any change to the Developer's proposed team will require the consent of the District, which may be delayed or withheld in the sole discretion of the District for any reason or no reason.
4. The proposed general timeframe for the development of the Developer's proposed project. If multiple components or phases are planned, provide detail on each of the intended phases or components and their respective timeframes.
5. Description of the benefit(s) your proposed project brings to the Entities including:
  - a. Purchase price offered for the Property,
  - b. Financing sources (funding and/or financing capacity),
  - c. Projected property tax revenues anticipated from the proposed project,
  - d. Projected sales tax and other revenues from the project (if applicable),
  - e. Projected number of direct jobs created,
  - f. Other benefits to the Entities,
  - g. Market studies showing demand for the proposed uses, a list of potential tenants or "tenant-types," and the intended ownership type(s), ground leases, & leasing programs for the project upon completion.

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SECTION 4: TENTATIVE CALENDAR

PROPOSED DATE	EVENTS
3/03/22	RFP #2022-031 Release Date
3/24/22	Written questions deadline Time: 11:00 A.M. (EST)
3/31/22	Deadline for NSID to Respond to Questions Via Addendum Time: 5:00 P.M. (EST)
4/19/22	Proposals due on or before (Proposals will be opened and recorded at that time) Location: North Springs Improvement District 9700 NW 52 Street Coral Springs, FL 33076 Time: 11:00 A.M. (EST)
4/20/22	<u>SELECTION COMMITTEE MEETING</u> Distribute Submitted Proposals Time: 10:00 A.M. (EST)
4/27/22	<u>SELECTION COMMITTEE MEETING</u> Evaluation Committee Meeting / Live Presentations / Evaluation & Selection Time: 9:00 A.M. (EST)
5/4/22	<u>NSID BOARD MEETING</u> Recommendation to NSID Governing Board Time: 12:00 P.M. (EST)
5/5/22	Starting of Contract Negotiations with Selected Bidder / Developer.
7/05/22	Tentative Deadline for Proposer to submit Executed Contract
7/06/22	Consideration of Contract Approval by NSID

\*NSID reserves the right to conduct a Second Round Evaluation with a select number of short-listed proposers. \*

SECTION 5: INQUIRES

Please direct all inquiries concerning this RFP to:

North Springs Improvement District  
Attn: District Clerk  
9700 NW 52 Street Coral Springs, FL 33076  
Telephone: (954) 752-0400  
Email: [Clerk@nsidfl.gov](mailto:Clerk@nsidfl.gov)

All questions will be answered via addenda and will be posted on the District's website. It is the responsibility of the respondents to check back to the website. Failure to do so may result in a rejection of a proposal.

**SECTION 6: DEVELOPER'S RESPONSIBILITIES**

Following Developer selection and execution of an Exclusive Right to Negotiate an Agreement, Developer shall proceed with detailed due diligence, pre-development planning, and pre-entitlement activities while working with the District to negotiate a Purchase and Sale Agreement for the Property.

The District anticipates that the general scope of the successful Developer team's responsibilities would include, responsibilities usually handled by developers of like-kind projects, including but not limited to:

**ENTITLEMENTS**

The Developer shall be responsible for all aspects of the Property's design and approvals, including pre-development planning, environmental review, and site planning. The selected Developer shall be responsible, at its sole cost, expense, and risk for obtaining all land use entitlements and all other governmental approvals required for its proposed development. The selection of a Developer and/or any other purchase negotiations with the District does not constitute Cities' approval nor guarantees the Developer's proposed project will be approved by the Cities or any other governmental agencies. For the avoidance of any doubt, prior to the execution of the Agreement, the District maintains the right to reject any or all submittals notwithstanding any approvals by the Cities or any other governmental agencies.

During the Negotiation Period, the selected Developer shall prepare and process an Initial Study and undertake all other actions required for both Cities approval of the project at the Developer's expense. In addition to the Initial Study, the Developer may, during the Negotiation Period, without any guaranty of approval, therefore, seek the approvals of the Cities of a General Plan amendment, zoning change, and any subdivision entitlements that may be required for the development of the project.

**PRE-DEVELOPMENT COSTS**

The selected Developer shall bear all predevelopment costs and all costs as may be required by the contract to be executed by the parties relating to this project. **All** fees or expenses of engineers, architects, financial consultants, attorneys, planning or other consultants or contractors retained by Developer for any study, analysis, evaluation, report, schedule, estimate, environmental review, surveys, planning and/or design activities, drawings, specifications or other activities or matters relating to the Project shall be the sole responsibility of the Developer and no such activity, or matter shall be deemed to be undertaken for the benefit of, at the expense of, or in reliance upon the Entities. Notwithstanding Developer's expenditures as set forth above, the District may, at its sole and absolute discretion, at any time, reject any and all, or parts of any and all proposals; re-advertise this solicitation; postpone or cancel, at any time, this solicitation process; waive any irregularities in this solicitation or in the proposals received as a result of this solicitation.

**DEPOSIT**

The selected Developer shall reimburse the District for the actual out-of-pocket costs and expenses incurred (consultants' fees, attorney's fees, surveyors, engineers, title reports, and appraisal costs) in negotiating and preparing the Purchase and Sale Agreement and fulfilling its obligations under this RFP and the Purchase and

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Sale Agreement ("Reimbursable Costs"). Developer shall deposit with the District the sum of Thirty-Five Thousand Dollars (\$35,000.00) ("Deposit Funds"). The Deposit Funds shall be used and applied from time to time by the District to pay itself for the Reimbursable Costs without consent or approval from Proposer.

### **LEGISLATIVE ACTION**

The Entities and Developer acknowledge that the Entities must exercise its independent legislative authority in making any and all findings and determinations required of it by law concerning the Parcels. Developer selection does not restrict the legislative authority of the Entities in any manner whatsoever. It does not obligate the District to enter into the Exclusive Right to Negotiate Agreement, a Purchase & Sale Agreement, or take any course of action with respect to the Property.

### **FINANCING**

The Developer shall be responsible for providing funding for the project, whether in debt financing, equity, tax credits, incentives, or a combination of these methods. If debt financing is used, no financial risk or credit risk shall be imposed upon or borne by the Entities.

### **CONSTRUCTION**

The Developer shall be responsible for the demolition of existing structures, construction, and commissioning of the project, including obtaining all permits, fees, and approvals necessary for the project's construction and obtaining all final certifications, certificates of occupancy, and all of the final approvals for the project.

### **SECTION 7A: PROPOSAL INSTRUCTIONS**

A complete, concise, and professional response to this RFP will enable the Entities to evaluate and identify the Developer who will provide the highest benefit to the community and indicate the level of the Developer's experience and commitment to the proposed project. Proposals must demonstrate that the proposed project's approach, design, and financing plan will allow for the project's successful development and delivery.

To be considered, interested respondents must hand deliver or mail in all requested materials by Tuesday, April 19, 2022, by 11:00 A.M. (EST). All proposals must be sealed and addressed to North Springs Improvement District, ATTN: District Clerk (RFP #2022-031), 9700 NW 52nd Street, Coral Springs, FL 33076 (Emailed or faxed submittals will not be accepted).

**ALL SUBMITTALS MUST INCLUDE:**

- **One (1) original and nine (9) copies** of the proposal; each submitted in **three-ring binders** and marked accordingly as "**original**" or "**copy.**"
- The Response Form (**Appendix B**) and The Affidavit (**Appendix D**).
- Follow The Proposal Organization and Submittal Guidelines (**Appendix C**).
- **One (1)** Flash drive containing all materials submitted in PDF format.

**All proposals shall be publicly opened and recorded on Tuesday, April 19<sup>TH</sup>, 2022, at 11:00 A.M. (EST).** Late submittals may **not** be accepted or considered.

The following minimum information should be provided in each proposal and will be utilized in evaluating each proposal submitted. To expedite the evaluation of proposals, submittals should be no more than thirty pages (inclusive of cover pages, site plans, renderings, back-up, and exhibits). Submissions should include the following items:

- Required Response Form (**Appendix B**) and Affidavit (**Appendix D**)
- Follow The Proposal Organization and Submittal Guidelines (**Appendix C**).
- Detailed completion of Questions 1 thru 5 in Section 3: Scope of Development, which shall include the following:
  - The Developer's statement of qualifications,
  - Financing sources (funding and/or financing capacity)
  - A narrative description that expresses the Developer's understanding of the Entity's vision for the project's development. The narrative should reflect the respondent's development design intent, strategy, implementation expertise, and understanding of the scope of work.
  - Resumes with related expertise of the specific Developer and any other consultant or subcontractor resumes with relevant expertise and experience.
  - Developers shall describe their plan for public outreach and input on any potential plans to the residents during the approval process.
- Descriptions for approximately three (3) of the Developer's recently completed projects that demonstrate the Developers:
  - Experience working with municipalities and/or other public agencies to develop either smart retail, business park, commercial, and/or mixed-use projects.
  - Ability to complete projects of a similar size, scope, and purpose in a timely manner.
  - Description of any other completed projects (representative examples) of similar types of projects. Include addresses, telephone numbers, and the names of reference contacts for each project. Similar project experience descriptions should be submitted for all key consultants.
- Proposed offer price to purchase the Property.
- Analysis of the proposed job creation potential, market demand, and the economic and financial benefits of various uses proposed for the Property.
- The Developer's proposed approach for undertaking this development including detailed schedules for both the pre-development entitlements & approvals and the subsequent horizontal and vertical construction.



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### **Standard Statements:**

- A statement that this RFP shall be incorporated in its entirety as a part of the Developer's proposal.
- A statement that this RFP and the Developer's proposal will jointly become part of the "Exclusive Right to Negotiate" ("ERN") Agreement for this project when the ERN is fully executed by the Developer and the District.
- A statement that the Developer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

The Entities will not be liable for any expenses incurred by Developers responding to this solicitation. The Entities will retain all material submitted. Based upon the quality and quantity of submissions, the Entities reserve the right to conduct a Second Round Evaluation with a select number of short-listed proposers.

### **SECTION 7B: SELECTION PROCESS**

The Evaluation Committee ("Committee") will execute the selection process. Each Committee member will rank the proposals on a scale of 1 to 10 for a perfect score of 30.

Committee members shall take the following components into consideration:

1. Purchase price amount,
2. Architectural Design, Theme, and Conceptual Site Plan(s),
3. Conformance with the ideas, themes, and concepts detailed herein,
4. Quality of submittals as outlined in section 7A (experience w/ similar projects & abilities),
5. Ability to attract appropriate commercial and retail tenants,
6. Creativity, uniqueness, and compelling ideas,
7. In-person presentations (20 minutes maximum)

After each committee member reviews the submittals and in-person presentations, each member will submit a score for each respondent not to exceed 10 points. Based on the number of respondents (proposers), the Committee reserves the right to "short-list" some developers for advanced discussions. The Committee will then discuss all the proposals to select a Developer for an ITN (invitation to negotiate). The Committee also reserves the right to reject all proposals and elect to start the process. Further, and for the avoidance of any doubt, the District reserves the right to negotiate any term, condition, specification, or price with selected Proposer(s). In the event that mutually agreeable negotiations cannot be reached with a Proposer, the District may negotiate with the next ranked Proposer(s), and so forth. This process will continue until a contract has been executed, or all submittals have been rejected. An impasse may be declared by the District at any time. No proposer shall have any claims and/or right against the District arising from such negotiation and/or the qualification process.

This RFP process was designed for respondents to propose ideas and deliver solutions for the Property. The Developer with the best overall development program will be selected for the ITN (invitation to negotiate). After the individual scoring, and in the event the Committee cannot agree on a Developer, this RFP may be rendered null & void.

**SECTION 8: STANDARD TERMS AND CONDITIONS:**

**ADDITIONAL INDEMNITY OBLIGATIONS**

Developer shall defend, with counsel of the District choosing, and at Developer's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind that may be brought or instituted against District and Entities, and their officers, agents, and employees as a result of this RFP. Developer shall pay and satisfy any judgment, award, or decree that may be rendered against Entities, and their officers, agents, and employees as part of any such claim, suit, action, or other proceedings. The Developer shall also reimburse the District for the cost of any settlement paid by the District. Such reimbursement shall include payment for Districts attorney's fees and expenses, including expert witness fees. Developer shall reimburse District or Entities and their officers, agents, and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

**INTELLECTUAL PROPERTY**

Any system or documents developed, produced, or provided in response to this RFP, including any intellectual property discovered or developed by Developer in the course of performing or otherwise as a result of its work, shall become the sole Property of the District and Entities unless explicitly stated otherwise in the RFP response. The Developer may retain copies of any and all material, including drawings, documents, and specifications, produced by the Developer in the performance of this proposal. The District and the Developer agree that to the extent permitted by law, until final approval by the Cities and Entities, all data shall be treated as confidential and will not be released to third parties without both parties' prior written consent.

**CONFIDENTIAL INFORMATION**

The Proposer shall not submit any information in response to this RFP which he or she considers to be a trade secret or confidential. The submission of any information to the District pursuant to or in any way in connection with this RFP shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Proposer. If a Proposer submits information to the District in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, then the District shall endeavor to redact and return subject information as quickly as possible, if appropriate. The District will then evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

**PUBLIC RECORD**

Proposals received will become the Property of the Entities. Pursuant to Florida Law, all proposals, evaluation documents, and any subsequent contracts will be subject to public disclosure. All documents related to this solicitation will become public records once discussions and negotiations with proposers have been completed and an award has been announced.

Appropriately identified trade secrets will be kept confidential to the extent permitted by law. Any proposal section alleged to contain proprietary information will be identified by the Proposer in boldface text at the top and

## NORTH SPRINGS IMPROVEMENT DISTRICT

bottom as "PROPRIETARY." Designating the entire proposal as proprietary is unacceptable and will not be honored. Submission of a proposal will constitute an agreement to this provision for public records. Pricing information is not considered proprietary information.

### **ASSIGNMENT**

Developer selection includes consideration of the merits of the firm/team. Assignment of the proposal is discouraged. The Entities reserve the right to cancel the contract if the contract is assigned without the District's advance written consent.

### **RFP ADDENDA**

The District may determine it is necessary to revise any part of this solicitation. Revisions will be made by written addenda, and it is the Developer's responsibility to understand and comply with any addenda to this solicitation. Failure to do so may result in a rejection of the proposal.

Addenda will be posted on the District's website, [www.nsidfl.gov](http://www.nsidfl.gov), under the "Projects" tab, RFP 2022-031.

Please direct all inquiries concerning this RFP to:

North Springs Improvement District  
Attn: District Clerk  
9700 NW 52 Street Coral Springs, FL 33076  
Telephone: (954) 752-0400  
Email: [Clerk@nsidfl.gov](mailto:Clerk@nsidfl.gov)

## **SECTION 9: CONE OF SILENCE & PUBLIC ENTITY CRIMES**

### **CONE OF SILENCE**

After the advertisement, a "Cone of Silence" is imposed upon each RFP or RFQ. The Cone of Silence prohibits any communication regarding RFPs or RFQs between District Staff, Its Consultants, and Elected Officials, on the one hand, and potential respondents to the RFP or RFQ process and any representative thereof on the other hand. The Cone of Silence does not apply to District personnel engaging in communication with parties with existing contracts as long as discussions are not made regarding the RFP.

## NORTH SPRINGS IMPROVEMENT DISTRICT

The Cone of Silence shall not apply to:

1. Verbal communications at pre-bid conferences if applicable.
2. Verbal presentations before selection of evaluation committees.
3. Public presentations made to the Entities during any duly noticed public meeting.
4. Written communications regarding a particular RFP, RFQ, or bid between a potential vendor, service provider, Respondent, bidder, lobbyist, or consultant and the Districts Purchasing Agent or District employee designated responsible for administering the procurement process of such RFP, RFQ, or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document.
5. Communications with the District Attorney and their staff.
6. Duly noticed site visits to determine the competency of bidders/Respondents regarding a particular bid/proposal during the time allowed within the RFP.
7. Any emergency procurement of goods or services pursuant to state law.
8. Responses to the District's request for clarification or additional information.
9. Contract negotiations with selected bidder.
10. Communications to enable District staff and its consultants to seek and obtain industry comment or perform market research provided all communications related thereto between a potential vendor, service provider, respondent, bidder, lobbyist, or consultant and any member of the Districts professional staff, including, but not limited to, the District Manager and its staff.

Violation of the Cone of Silence by a Developer, Developer's representative, or any respondent shall render their proposal void.

### **PUBLIC ENTITY CRIMES**

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real Property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity above the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for thirty-six (36) months from the date of being placed on the convicted vendor list. Each proposal must include an Affidavit **(Appendix D)**.

## APPENDIX

- Appendix A: Sample List of Typical Retailer Types
- Appendix B: Required Response Form
- Appendix C: Proposal Organization and Submittal Guidelines
- Appendix D: Affidavit

NORTH SPRINGS IMPROVEMENT DISTRICT

**APPENDIX A: SAMPLE LIST OF TYPICAL RETAILER TYPES**

The following information should be used solely as a guide to the types of retail desired within the project. This is only a guide identifying the kinds of retailers the Entities would like to see incorporated into the commercial development. This is not an endorsement, nor a preference of any specific company or brand as numerous other retailers will collectively combine to create the overall theme for the project. Proposers should have a plan to attract a combination from all the categories listed below.

Hard Goods	Soft Goods	Restaurants & Fast Casual	Experiential & Others
<ul style="list-style-type: none"> <li>- Adidas</li> <li>- Apple</li> <li>- Blue Mercury</li> <li>- Carolina Herrera</li> <li>- Crate &amp; Barrell</li> <li>- Everything but Water</li> <li>- GNC</li> <li>- Gift Shops</li> <li>- Gucci</li> <li>- H&amp;M</li> <li>- Jewelry Stores</li> <li>- Lens Crafters</li> <li>- LEGO</li> <li>- LV</li> <li>- Lululemon/Athletica</li> <li>- Pandora</li> <li>- Pottery Barn</li> <li>- Sephora</li> <li>- Sunglass Hut</li> <li>- Victoria's Secret</li> <li>- Vineyard Vines</li> <li>- Warby Parker</li> <li>- West Elm</li> </ul>	<ul style="list-style-type: none"> <li>- 9 Round</li> <li>- Aspen Dental</li> <li>- Banking</li> <li>- Barry's Bootcamp</li> <li>- Club Pilates</li> <li>- Cycle Bar</li> <li>- Day Spa</li> <li>- Dry Bar/ Blow Bar</li> <li>- FedEx</li> <li>- Hair Salons</li> <li>- Hot Worx/Corepower</li> <li>- Kumon</li> <li>- Orange Theory</li> <li>- Other Financial Services</li> <li>- Stretch Zone</li> <li>- Ulta Beauty</li> <li>- Yoga Studios</li> </ul>	<ul style="list-style-type: none"> <li>- Amazon Fresh</li> <li>- Anthony's Coal Fired Pizza</li> <li>- Bahama Breeze</li> <li>- Bakery</li> <li>- Burger Fi</li> <li>- Ceviche 105</li> <li>- Cheesecake Factory</li> <li>- Chipotle</li> <li>- Farmers Market</li> <li>- Häagen-Dazs</li> <li>- Houston's</li> <li>- Kaluz</li> <li>- Ice Cream/ Frozen Yogurt</li> <li>- J. Alexanders</li> <li>- Kilwins</li> <li>- Panera Bread</li> <li>- Ruth Chris</li> <li>- Seasons 52</li> <li>- Seed the Table</li> <li>- Starbucks</li> <li>- Shake Shack</li> <li>- Tap 42</li> </ul>	<ul style="list-style-type: none"> <li>- Andretti Racing</li> <li>- Bowlero</li> <li>- Chicken &amp; Crayola Experience</li> <li>- Escape Room Pickle</li> <li>- Game works</li> <li>- Pop Stroke</li> <li>- Rock &amp; Brews</li> <li>- Strike 10</li> <li>- Tesla</li> <li>- Two Bit Circus</li> <li>- Whirly Ball</li> </ul>

Additional suggestions: The overall project should be compatible with the surrounding areas and serve local residents, visitors, and the area's workforce. The retail components should be a combination of family-oriented offerings, experiential offerings, trendy offerings, and traditional neighborhood offerings. Discount retailers, fast food restaurants, or outlet-type stores should not be included.

Examples of compelling mixed-use projects can be found at the following three planners:

- \*Nelson <https://www.nelsonworldwide.com/portfolio/?q=mixed-use>
- \*Dorsky-Yue International- [http://dorskyyue.com/our-work/#category\\_id\\_71](http://dorskyyue.com/our-work/#category_id_71)
- \*RSP Architects [https://rsparch.com/rsp\\_project\\_type/mixed-use/](https://rsparch.com/rsp_project_type/mixed-use/)

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\*In no way does the District endorse these planners. These links are to provide conceptual examples.

**APPENDIX B: REQUIRED RESPONSE FORM**

<u>RFP#</u> <b>2022-031</b>	<u>RFP TITLE:</u> <b>Heron Bay Mixed-Use Redevelopment of Golf Course</b>			<u>RELEASE DATE:</u> <b>March 3, 2022</b>
DATE DUE APRIL 19, 2022	TIME DUE-AT OR BEFORE 11:00 A.M. (EST)	ORIGINAL HARD COPY PROPOSALS & APPENDIX REQUIRED FOR ITN: 1	PROPOSAL & APPENDIX ADDITIONAL HARD COPIES REQUIRED FOR ITN: 9	COMPLETE ELECTRONIC COPY OF PROPOSAL *1 Single Adobe PDF file

**PROPOSER INFORMATION**

PROPOSER'S NAME: \_\_\_\_\_  
 STREET ADDRESS: \_\_\_\_\_  
 CITY AND STATE: \_\_\_\_\_  
 PROPOSER TELEPHONE: \_\_\_\_\_ PROPOSER FAX: \_\_\_\_\_  
 CONTACT PERSON: \_\_\_\_\_  
 CONTACT PERSON'S ADDRESS: \_\_\_\_\_  
 CONTACT TELEPHONE: \_\_\_\_\_ CONTACT FAX: \_\_\_\_\_  
 INTERNET E-MAIL ADDRESS: \_\_\_\_\_ COMPANY WEBSITE: \_\_\_\_\_  
 PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

**How were you informed of this solicitation?** (please provide media name(s) in blank space):

- Website: \_\_\_\_\_ Newspaper: \_\_\_\_\_ Other: \_\_\_\_\_

**PROPOSAL CERTIFICATION**

I hereby certify that I am submitting the following information as my firm's (Proposer) proposal and am authorized by Proposer to do so; Proposer agrees to complete and/or provide all information required by this document inclusive of this request for proposals, and all attachments, exhibits and appendices and the contents of any Addenda released hereto; Proposer agrees to be bound to any and all specifications, terms and conditions contained in this solicitation, and any released Addenda and understand that these are requirements of this solicitation and failure to comply may result in disqualification of proposal submitted; Proposer has not divulged, discussed or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

\_\_\_\_\_  
 Signature of Proposer's Authorized Principal.                      Date

\_\_\_\_\_  
 Name of Proposer's Authorized Principal      Title of Proposer's Authorized Principal

NOTE: Entries must be completed in ink or typewritten.

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**APPENDIX C: PROPOSAL ORGANIZATION AND SUBMITTAL GUIDELINES**  
**INFORMATION TO BE INCLUDED IN THE SUBMITTAL**

In order to maintain comparability and facilitate the review process, it is strongly recommended that Developer's Proposals be organized in the manner specified below. Include all information outlined below in your submittal.

1. **REQUIRED RESPONSE FORM** Include "Appendix B" filled out in its entirety and signed by an authorized representative of the Developer.
2. **COMMITMENT LETTER** Include a letter from the Developer's authorized representative(s) indicating the Developer's commitment to the terms and conditions of the RFP and all subsequent addenda, understanding of the scope & nature of the Project, attraction to the opportunity, and the company's ability execute as proposed.
  - 2.1. Signed by an authorized officer of the company.
  - 2.2. Explain in detail why the Developer is interested in the Project and why the company would be the best choice for the Entities
  - 2.3. Acknowledgement of, and commitment to, the terms & conditions of RFP #2022-031 and all subsequent addenda.
  - 2.4. Overview of company's qualifications and personnel including:
    - 2.4.1. Company's name, address, and phone number
    - 2.4.2. The date company was established
    - 2.4.3. The size of the organization
    - 2.4.4. The number of years operating under that name and any other firm names, if applicable
    - 2.4.5. List of key personnel designated for the proposed Project and their roles & expertise
    - 2.4.6. List of proposed consultants including architect, engineer, contractors, and others
    - 2.4.7. Identify prior successfully completed development projects and experience with projects of similar size, scale, & budget.
3. **TECHNICAL PROPOSAL** Provide a Project concept overview with timeline(s) from contract execution through Project completion. Provide relevant information regarding the following:
  - 3.1. Overall project theme, architectural design, unique characteristics, and benefits to the Entities
  - 3.2. Identify proposed uses and high-level market analysis supporting demand for these uses
  - 3.3. Schematic site plans at both a large scale and detailed level, as needed
  - 3.4. Renderings and/or perspectives of the design concepts
  - 3.5. Concepts and other background for the proposed retail and other commercial offerings, including any creative or innovative ideas for the Project
  - 3.6. Statement regarding the Project's connectivity to the adjacent Preserve Trail System
  - 3.7. Schedules and estimated timelines for the design, approvals, permitting, and construction of the Project (Include a phasing plan if applicable)
4. **FINANCIAL PROPOSAL AND INFORMATION**
  - 4.1. **Terms of Offer:** Provide a brief-term sheet outlining the proposed purchase price, key business terms, and closing conditions. (If Developer's proposal includes the 13-acre, Parcel 5, please break out and detail that parcel separately)
  - 4.2. **Approvals:** Detail the current status of internal & external approvals both received and outstanding from partners, lenders, equity investors, and others if needed.
  - 4.3. **Capitalization:** Describe Developer's expectations with regards to debt & equity levels, proposed equity sources, availability to obtain debt, and prior transactions with intended capital providers.

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**APPENDIX D: AFFIDAVIT**

**NORTH SPRINGS IMPROVEMENT DISTRICT  
REQUEST FOR PROPOSALS (RFP) NO.: \_\_\_\_\_**

**SINGLE EXECUTION AFFIDAVITS**

**THIS FORM COMBINES SEVERAL AFFIDAVIT STATEMENTS TO BE SWORN TO BY THE PROPOSER OR BIDDER AND NOTARIZED BELOW. IN THE EVENT THE PROPOSER OR BIDDER CANNOT SWEAR TO ANY OF THESE AFFIDAVIT STATEMENTS, THE PROPOSER OR BIDDER IS DEEMED TO BE NON-RESPONSIVE AND IS NOT ELIGIBLE TO SUBMIT A PROPOSAL/BID.**

**THESE SINGLE EXECUTION AFFIDAVITS ARE STATEMENTS MADE ON BEHALF OF:**

\_\_\_\_\_  
NAME OF PROPOSING OR BIDDING  
ENTITY

\_\_\_\_\_  
INDIVIDUAL'S NAME AND TITLE

\_\_\_\_\_  
FEIN OF PROPOSING OR BIDDING  
ENTITY

**AMERICANS WITH DISABILITIES ACT COMPLIANCE AFFIDAVIT**

The above-named firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third-party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

- The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
- The Rehabilitation Act of 1973, 229 USC Section 794;
- The Federal Transit Act, as amended 49 USC Section 1612;
- The Fair Housing Act as amended 42 USC Section 3601-3631.

\_\_\_\_\_  
Proposer Initials

**PUBLIC ENTITY CRIMES AFFIDAVIT**

I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.

I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement.

**(INDICATE WHICH STATEMENT APPLIES)**

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

NORTH SPRINGS IMPROVEMENT DISTRICT

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

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for any public entity is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

\_\_\_\_\_  
Proposer Initials

**NO CONFLICT OF INTEREST OR CONTINGENT FEE AFFIDAVIT**

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of any conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

\_\_\_\_\_  
Proposer Initials

**BUSINESS ENTITY AFFIDAVIT**

Proposer hereby recognizes and certifies that no elected official, board member, or employee of the NORTH SPRINGS IMPROVEMENT DISTRICT (the "District" ) shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no District employee, nor any elected or appointed officer (including District board members) of the District, nor any spouse, parent or child of such employee or elected or appointed officer of the District, may be a partner, officer, director or proprietor of Proposer or Vendor, and further, that no such District employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Proposer. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Proposer. Any exception to these above-described restrictions must be expressly provided

## NORTH SPRINGS IMPROVEMENT DISTRICT

by applicable law or ordinance and be confirmed in writing by District. Further, Proposer recognizes that with respect to this transaction or bid, if any Proposer violates or is a party to a violation of any applicable ethics ordinances or rules, or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from furnishing the goods or services for which the bid or proposal is submitted and may be further disqualified from submitting any future bids or proposals for goods or services to District.

---

Proposer Initials

### **ANTI-COLLUSION AFFIDAVIT**

1. Proposer/Bidder has personal knowledge of the matters set forth in its Proposal/Bid and is fully informed respecting the preparation and contents of the attached Proposal/Bid and all pertinent circumstances respecting the Proposal/Bid;
2. The Proposal/Bid is genuine and is not a collusive or sham Proposal/Bid; and
3. Neither the Proposer/Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including Affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer/Bidder, firm, or person to submit a collusive or sham Proposal/Bid, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer/Bidder, firm, or person to fix the price or prices in the attached Proposal/Bid or of any other Proposer/Bidder, or to fix any overhead, profit, or cost element of the Proposal/Bid price or the Proposal/Bid price of any other Proposer/Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against NORTH SPRINGS IMPROVEMENT DISTRICT or any person interested in the proposed Contract.

---

Proposer Initials

**Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits.**

**In the presence of:**

**Signed, sealed and delivered by:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

WITNESS #1 – PRINT NAME

INDIVIDUAL'S NAME AND TITLE

\_\_\_\_\_

\_\_\_\_\_

WITNESS #1 – PRINT NAME

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before me the undersigned, personally appeared, whose name(s) is/are \_\_\_\_\_ subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Witness my hand and official seal:

\_\_\_\_\_  
**Notary Public (Print, Stamp, or Type as Commissioned)**

- Personally, known to me; or
- Produced identification (Type of Identification: \_\_\_)
- Did take an oath; or
- Did not take an oath

[END OF RFP #2022-031]