

**RFP # 535-11072**

**TITLE: Bryan Homes River House Lease**

## **PART I – INTRODUCTION/INFORMATION**

### **01. PURPOSE**

Downtown Fort Lauderdale is envisioned to be the urban center of Broward County, providing a cosmopolitan experience for all to enjoy. As recent development trends indicate, it is anticipated that major future development will take advantage of one of the greatest natural amenities in Downtown Fort Lauderdale by locating on or near the New River. With numerous existing cultural uses located in proximity to the Riverwalk, the linear public park abutting the New River, an opportunity exists to form a connected network of arts and entertainment venues linked by great public spaces and streetscapes. The vision for the Riverwalk District as defined by the Downtown New River Master Plan, aims to revitalize the Riverwalk and surrounding area into an exciting destination made up by a collection of distinct places, with varied activities and unique experiences.

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to lease an exceptional waterfront location on the New River in downtown Fort Lauderdale, in the heart of Fort Lauderdale's historic Riverwalk District in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### **02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist AnnDebra Diaz at (954) 828-5949 or email at [adiaz@fortlauderdale.gov](mailto:adiaz@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

### **03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

### **04. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

There will be a pre-proposal conference and site visit scheduled for this Request for Proposal. It is strongly suggested that all Contractors attend the pre-proposal conference and site visit.

There will also be two additional Site Visits (Open House) for Contractors to bring their Subcontractors to the site for further inspection to better prepare their RFP response.

While attendance is not mandatory, it is the sole responsibility of the Contractor to become familiar with the scope of the City's requirements and systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

05. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they, or the principals assigned to the project, have successfully completed services as specified in the Technical Specifications / Scope of Services section of this solicitation for a minimum of three (3) years, have the experience, organization, staff, and financial resources or capacity to carry out the proposed project. Contractor must also be normally and routinely engaged in performing such services and be properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. PRICING/DELIVERY

All costs should be identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

The City, pursuant to City Charter Section 8.09, reserves the right to accept the proposal which, in its judgment, shall be the most advantageous lease for the City.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

## PART II - RFP SCHEDULE

EVENT	DATE/TIME
Release of RFP	Monday, June 17, 2013
Pre-Proposal Site Visit 301 SW 3 <sup>rd</sup> Avenue Fort Lauderdale	Monday July 8, 2013 / 2:00 PM
Deadline for Questions/Request for Clarifications	Tuesday, August 6, 2013
Proposal Due Date/Time (Deadline)	Friday, August 16, 2013 / 2:00 PM EST

Additional visitation may be scheduled, if necessary.

### **PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**  
The initial contract term shall commence upon final execution of the contract by the City and shall expire twenty-five (25) years from that date. The City reserves the right to extend the contract for two additional ten-year terms providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. Contractor shall not assign their lease to any third party within ten (10) years of Commencement of Operations. Additionally, Contractor shall not assign their lease at any other time without approval from the City of Fort Lauderdale Commission. See Technical Specifications, 04.2.
07. **CONTRACT COORDINATOR**  
The City may designate a Contract Coordinator whose principal duties shall be:
  - Liaison with Contractor.
  - Coordinate and approve all work under the contract.
  - Resolve any disputes.
  - Assure consistency and quality of Contractor's performance.
  - Schedule and conduct Contractor performance evaluations and document findings.
  - Review and approve for payment all invoices for work performed or items delivered.
08. **SUBSTITUTION OF PERSONNEL**  
It is the intention of the City that the Contractor's management personnel proposed for the contract will be available for the initial 25 year contract term. In the event the Contractor wishes to substitute personnel, he shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval.

09. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an “additional insured” with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as “additional insured” will be at the contractor’s expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor’s insurance must be provided by an A.M. Best’s “A-“ rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City’s Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

The City reserves the right to re-evaluate the amounts and type of insurance coverage every five (5) years after the Commencement Date of the Lease and require coverage in accordance therewith.

**Workers’ Compensation and Employers’ Liability Insurance**

Limits: Workers’ Compensation – Per Florida Statute 440  
Employers’ Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers’ Compensation insurance. Exceptions and exemptions will be allowed by the City’s Risk Manager, if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers’ Compensation Division at (850) 413-1601 or on the web at [www.fldfs.com](http://www.fldfs.com).

**Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors
- f. Coverage for serving alcoholic beverages

**Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

**Professional Liability (Errors & Omissions)**

Limits: \$2,000,000 per occurrence

**Food/Beverage/Liquor Service Coverage (if applicable)**

Coverage must have a policy limit of at least \$1,000,000.

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an “additional insured” for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

10. **SUBCONTRACTORS**

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor’s subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor’s subcontractors’ performance, and liable for any of Contractor’s subcontractors’ non-performance and all of Contractor’s subcontractors’ acts and omissions. Contractor shall defend, at Contractor’s expense, counsel being subject to the City’s approval or disapproval, and indemnify and hold harmless the City and the City’s officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor’s subcontractors for payment for work performed for the City.

11. **INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

12. **INSURANCE FOR COLLECTION OF CREDIT CARD PAYMENTS (if applicable)**

The successful contractor will need to provide proof that they maintain insurance coverage in

an amount of not less than \$1,000,000 specifically for cyber related crimes relating to the transmission of credit card information over their website that can include but are not limited to criminal activity involving the information technology infrastructure, including illegal access (unauthorized access), illegal interception (by technical means of non-public transmissions of computer data to, from or within a computer system), data interference (unauthorized damaging, deletion, deterioration, alteration or suppression of computer data), systems interference (interfering with the functioning of a computer system by inputting, transmitting, damaging, deleting, deteriorating, altering or suppressing computer data), misuse of devices, forgery (ID theft), and electronic fraud.

13. PROPOSAL SECURITY

A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of ten percent (10%) of the first year's rental amount. A proposal security can be in the form of a bid bond or cashiers check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful Contractor to execute a contract, provide a performance Bond, and furnish evidence of appropriate insurance coverage, as provided herein, within thirty (30) days after written notice of award has been given, shall be just cause for the annulment of the award and the forfeiture of the proposal security to the City, which forfeiture shall be considered, not as a penalty, but as liquidation of damages sustained.

14. PAYMENT AND PERFORMANCE BOND

The Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond in accordance with § 255.05, Florida Statutes for construction of Leasehold Improvement. The form of the Payment and Performance bond must be acceptable to the City and:

- a. Must be underwritten by a surety company which has a currently valid Certificate of Authority issued by the State of Florida, Department of Insurance ("DOI") authorizing it to write surety bonds in the State of Florida;
- b. The surety company must have a currently valid Certificate of Authority issued by the United States Department of Treasury under Section 9304 to 9308 of Title 31, United States Code;
- c. The surety company shall be in full compliance with the provisions of the Florida Insurance Code;
- d. The surety company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time this Agreement is executed.
- e. The surety company must have Florida registered agent; and
- f. The Bonds must be fully performable in Florida, with serve and venue in Broward County, Florida

The Contractor must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or acceptance of insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida, Department of Insurance, and are members of the Florida Guarantee Fund.

In the event a claim of lien is filed against Contractor's leasehold interest, Contractor will be required to transfer the claim of lien to security under § 713.24, Florida Statutes.

15. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

16. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

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 on 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 in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

17. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

18. SAFETY

The Contractor(s) shall adhere to the Florida Department of Transportation's Uniform manual on Traffic Control for construction and maintenance work zones when working on or near a



roadway. It will be the sole responsibility of the Contractor to make themselves and their employees fully aware of these provisions, especially those applicable to safety.

19. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

20. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

21. BID TABULATIONS/INTENT TO AWARD

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at

[http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at

<http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 01. GENERAL

The City of Fort Lauderdale ("City") is seeking proposals to lease an 11,053 S.F. ("Space") an exceptional waterfront location on the New River in downtown Fort Lauderdale, in the heart of Fort Lauderdale's historic Riverwalk District. The 28,518 S.F. Site includes outdoor dining area and a state-of-the-art ADA accessible dock, which can accommodate yachts and sightseeing boats of up to 80 feet.

The Location is called the Historic Bryan Homes but it has also (most recently) been known as the Riverhouse Restaurant. The location is 301 S.W. 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33312 (Broward County). It is adjacent to entertainment venues including: The Broward Center for the Performing Arts, The Museum of Discovery and Science, The I-MAX theater, and the Himmarshee Village. Approximately 1.5 million people visit the Riverwalk Arts and Entertainment District annually.

S.W. 3<sup>rd</sup> Avenue, culminating at the site's entrance, features its own cul-de-sac and round-about, ideal for valet service. There are currently 49 on-street parking spaces within 400' of the establishment; and 16 general public parking spaces available in the Riverhouse lot located at 220 S.W. 3<sup>rd</sup> Avenue. The City has a valet ordinance that the Contractor is able to apply for if interested in a valet operation.

### 02. PROPERTY DESCRIPTION AND INFORMATION

The site and property is offered in "as is" condition, and is intended to be made available for long term lease not to exceed fifty (50) years as required by the City Charter. The property is described as follows:

Project Name:	Historic Bryan Homes
Property Owner:	City of Fort Lauderdale
Site Address:	301 S.W. 3 <sup>rd</sup> Avenue, Fort Lauderdale, FL 33312
Legal Description:	All of Parcel "B" of THE BAREFOOT MAILMAN, according to the Plat thereof, as recorded in Plat book 152, Page 32, of the Public Records of Broward County, Florida; less and except that portion of said Parcel "B" subject to the Riverwalk Linear Park and Utility Easement, as show on said Plat; said lands lying, situate and being in the City of Fort Lauderdale, Broward County, Florida.
Adjusted Net Interior Building Area:	± 11,053 S.F. See Brow. Co. Property Appraisers data sheet – Folio # 5042 10 97 0020 for sketch of building interior.
Tax ID Number:	5042-10-97-0020
Land Assessed Value:	\$1,997,310 – BCPA Data Sheet 2013 Land Value
Building Assessed Value:	\$948,500 – BCPA Data Sheet 2013 Building Assessed Value
Total Assessed Value:	\$2,945,810 – BCPA Data Sheet 2013 "Just/Market Value"
Zoning:	H-1 Historic District
Previous Use:	Restaurant

*(Businesses that do not enhance the flavor and character of an historic atmosphere shall not be permitted, for example: department stores, furniture stores, modern new and used cars, laundry and dry cleaning pickup agency, travel agencies, tire and automotive repair shop, secondhand merchandise except in antique shop or museum, outdoor sale or storage of goods or merchandise except in connection with permitted accessory uses, package liquor stores, drive-in or take out restaurants and motion picture theaters shall be prohibited.)*

03. BUILDING AND SITE CONDITION

The existing building is in fair condition. Major building components like plumbing and electrical are serviceable but would need to be modified to accommodate the proposed use and bring up to current code. The Parks & Recreation Department hired an independent contractor to provide estimates on renovations of the buildings. The estimated cost determined to bring the two buildings up to code is \$1,494,000. If utilization of the buildings as a restaurant were desired the addition cost would be an estimated \$350,000.

Deficiencies with building include but are not limited to mechanical equipment associated with air conditioning, refrigerator and freezer equipment and interior of the building may also require ADA improvements depending upon use. The exterior of the building has significant wood rot around window casings and the main entry windows and doors. Additionally the glass addition that creates the piano bar has extensive wood rot and may no longer be structurally sound. The floor in the bar area servicing this area is also deficient. Recently all slope roof systems have been replaced but all flat roof systems will need to be replaced. The building also has evidence of termite infestation and possible termite related damage may exist. The building was recently tented and treated for termites on March 30, 2012. All perimeter fencing may need repair or may need to be replaced. Most if not all exterior awnings will need to be replaced and exterior sidewalk and patio surfaces will need to be repaired.

04. SCOPE

1. Rent: Contractor shall indicate their proposed rent in the Cost Proposal Section of this RFP. The Effective Date of the Lease shall be the date the Lease is executed by City and Contractor. The Commencement Date of the Lease shall be the first day of the month after a Certificate of Occupancy is issued relative to the Leasehold Improvement. Rent, including applicable sales and use tax thereon, shall be due and payable to the City starting with the Commencement Date and on the first day of each and every month thereafter throughout the term of the Lease. The City is to receive the rental amount as net, free and clear of all costs and charges arising from, or relating to, said demised premises.
2. Rental Term: Twenty-five (25) years, plus two ten (10) year options. Optional periods shall have annual CPI increases. Tenant may not assign their Lease to any third party within ten (10) years of Commencement of Operations and only with prior City approval any time after the initial 10 year period. Assignments shall only be permitted where the Contractor or proposed assignee can meet the burden of demonstrating by a preponderance of the evidence (1) that the proposed assignee has business experience and reputation equal to or greater than the Contractor; (2) that the proposed assignee has an development or operational trace record and financial capacity equal to or greater than Contactor and (3) that the financial capacity of the assignee is sufficient to carry out the obligations under the Lease. These elements shall be determined by the City in its reasonable discretion.

3. Lease Terms: Triple Net  
Definition of Triple Net – When a tenant is responsible and pays for all operating expenses that arise from the use of the property, including but not limited to: maintenance, utilities, real estate and other taxes, and insurance.
4. Contractor is responsible for all renovations and upgrades (“Modifications”) necessary to outfit the building. Modifications shall be in compliance with City building codes and ordinances, and is subject to the approval of the City Commission.
5. Contractor shall indicate the amount of their initial investment in leasehold capital improvements in the cost proposal page of this RFP. The City requires that the Contractor / tenant make an initial minimum investment to the modifications of the building in the amount of one million dollars (\$1,000,000). All initial leasehold capital improvement investments shall be made prior to the commencement date of operations. Plans and Specifications for all Leasehold Capital Improvements must be approved by the City in its capacity as Landlord and owner of the underlying real estate.

A larger than the minimum investment is strongly encouraged. There is no maximum limit. Incentives may be requested to re-coup the entire initial investment. This request must be made presented as part of proposal.

6. Each lease year, contractor shall make deposits to a Renewal Replacement Fund, in the amount of \$50,000. Payments shall be due semiannually.

The City shall establish and maintain a Renewal Replacement Fund.

Tenant shall be able to utilize the Renewal Replacement Fund to make necessary capital repairs with authorization from the City.

At the end of the Lease Term, the unused balance of the Renewal Replacement Fund shall become the property of the City.

7. Time Deadlines – The Contractor shall commence operations within no less than one month from the date a Certificate of Occupancy is issued on the Leasehold Improvements.
8. Pre-Proposal/Site Visit Walkthrough: All Contractors are encouraged to visit and inspect the property and its site, in order to intelligently participate in the proposal process. The City will be conducting a Pre-Proposal site visit as stated in the RFP Schedule.

## 05. CONSTRUCTION REGULATORY REQUIREMENTS AND LANDLORD APPROVALS

### A. Permits:

1. The Contractor is required to pay for and secure all Building permits, product Approval Certification Permits, Certificate of Inspection and Occupancy that may be required by authorities having jurisdiction over the work. Plans and Specifications for all Leasehold Capital Improvements must be approved by the City in its capacity as Landlord and owner of the underlying real estate.
2. The Contractor is responsible for obtaining all building and other permits, licenses and any other approvals and inspections that may be necessary pertaining to work

covered under the general contract, and is responsible for all consequences of failure to obtain appropriate permits. Addenda, change orders, and other changes to the drawings, specifications, and previous changes may require a 'revised' building permit prior to construction modification(s).

3. The Contractor will be reimbursed, at cost with no markup, for all permit fees, upon providing the City with copies of receipts. Any and all labor required for obtaining permits shall not be reimbursable.

#### B. Applicable Codes and Standards:

1. The Contractor shall be responsible for meeting all local fire, building, zoning and traffic codes and for obtaining any necessary permits for the Scope of Work. The Contractor shall be responsible for any and all fees that pertain to the work as required by the City of Fort Lauderdale and all other agencies having jurisdiction.
2. All construction and design documents will be produced in accordance with national, state, and local codes and standards. The Contractor will be responsible for ensuring all installations meet applicable building and zoning ordinances as well as electrical codes. Where provisions of pertinent codes and standards conflict with the requirements of any section of the specifications, the Contractor shall notify the City of the conflict, and assume that the more stringent provisions shall govern.
3. All electrical work shall be done in accordance with the national Electrical Code (NEC) and governing municipal, state and local codes, and shall be performed in a thorough and workman like manner by competent workmen. All material shall be new and shall be approved for use by the agencies having jurisdiction.
4. Perform all work, provide all services and furnish and install all materials and equipment in full accordance with the latest applicable rules, regulations, requirements and specifications
5. The Contractor will resolve conflicts, which may exist between the latest applicable rules, regulations, requirements and specifications.
6. Wherever the requirements of the Specifications and or Drawings exceed those of the agencies having jurisdiction, the requirements of the Specifications of Drawings govern. Code compliance is mandatory. Construe nothing in the Documents as permitting work not in compliance with these codes.
7. On completion of the work, furnish satisfactory evidence to the City that the work is acceptable to the regulatory authorities having jurisdiction.
8. The electrical materials and equipment furnished shall be listed or labeled by Underwriters Laboratories (UL) or other recognized testing organization and shall be acceptable to the local building authority.

#### C. Administrative Requirements

1. Provide photographs of site and construction area prior to Work, as directed by the City. Photographs should be of an acceptable quality, as determined by the City.
2. Provide photographs of each item of work in a digital file (.jpg) format on disk, in accordance with the above paragraph.

3. Take photographs of existing project conditions, work performed and completed project.

06. RULES

All Contractors must be of good moral character and must not have been convicted of a felony or a crime involving moral turpitude in the last ten (10) years. All Contractors must agree to submit to any background checks as deemed necessary by the City.

Contractors shall fully comply with all laws, ordinances, rules and regulations of the United States, the State of Florida and the City of Fort Lauderdale, including Minimum Operating Standards, Rules and Regulations and any City stipulations regarding building permits, fees, zoning, use permits, insurance, etc.

07. HISTORIC DISTRICT ZONING

This property is located in the City's Historic District and is zoned H-1. The site has a historic designation, and the improvements whether renovation or new construction must conform to the H-1 zoning requirements and other applicable requirements of the City Unified Land Development Regulations (ULDR). Contractors are advised that the entire Unified Land Development Regulations (ULDR) (except for current amendments or for zoning in progress) is available on the Internet at [www.municode.com](http://www.municode.com). The successful Contractor will be required to bear all costs and apply for a Certificate of Appropriateness from the Historic Preservation Board. Contractors should carefully review ULDR Section 47-24.11 (C) "Certificate of Appropriateness". The successful Contractor may also be required to obtain a qualified consultant to provide project impact analysis and proposed mitigation remedies (if any) that may result from the project on the surrounding historic properties in accord with ULDR Section 47-24.11 "Adequacy Reviews" and 47-16 Historic Preservation District. The site is located in the City's Downtown Regional Activity Center (RAC) and is parking exempt. However, the area often experiences parking shortages during peak hours, special events, and weekend evening hours. Contractors are directed to ULDR Section 47-20.2 "Parking and Loading Zone Requirements."

## **PART V – PROPOSAL EVALUATION CRITERIA**

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required.	<b>15%</b>
Experience, qualifications and past performance of the Contractor, including persons proposed to provide the services, licenses, certifications, resources and references.	<b>15%</b>
Development Plan as provided in your RFP submittal	<b>10%</b>
Operations Plan as provided in your RFP submittal	<b>10%</b>
Marketing Plan as provided in your RFP submittal	<b>10%</b>
Financial Plan as provided in your RFP submittal	<b>10%</b>
Contractors initial minimum investment for modifications to the existing building.	<b>25%</b>
Rent payment as proposed	<b>5%</b>
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one; the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each Contractor's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Contractor to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Contractors prior to determination of award.

Pursuant to City Charter § 8.09, the City Commission shall consider any and all proposals and accept the proposal which, in its judgment, shall be the most advantageous Lease for the City. The City reserves the right based upon its deliberations and in its opinion, to accept or reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible Contractor. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each Contractor, giving their first ranked Contractor as number 1, and second Contractor as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.



## **PART VI - REQUIREMENTS OF THE PROPOSAL**

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a Contractor 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 material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD's.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**CONTRACTORS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (2) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (10) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPANCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The Contractor understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the Contractor to be true. The Contractor agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the Contractor, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

Contractor Name \_\_\_\_\_

**Failure to use the City’s COST PROPOSAL Page and provide information as requested in this RFP, may deem your proposal non-responsive.**

1. Please state below the Contractor’s initial investment to the modifications of the building.  
Contractor shall be required to make an initial minimum investment to the modifications of the site in the amount of one million dollars (\$1,000,000). Any and all modifications must bring the building and surrounding property to current code requirements

**INITIAL INVESTMENT** \$ \_\_\_\_\_

Written amount \_\_\_\_\_

2. Please state below the Contractor's rent payment offering per year. Incentives may be requested to re-coup the entire initial investment. This request must be made and presented as part of proposal.

**RENT PAYMENT OFFER** \$ \_\_\_\_\_/annum

Written amount \_\_\_\_\_

3. Special Terms and Conditions of the Lease – A proposal security payable to the City shall be submitted with the proposal response in the amount of ten percent (10%) of the first year’s rental amount. A proposal security can be in the form of a bid bond or cashier’s check.

**PROPOSAL SECURITY** \$ \_\_\_\_\_

Written amount \_\_\_\_\_

## **PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

Tab 1: Bid/Proposal Signature page

Tab 2: Non-Collusion Statement

Tab 3: Cover Letter

Each Contractor must submit a cover letter identifying the proposing entity and the name of the proposed business. This section should demonstrate the Contractor's assessment of the City of Fort Lauderdale's needs and the capability of the Contractor to meet those needs. An authorized representative of the proposing entity must sign the cover letter.

Tab 4: Company Profile

Legal name, address, Telephone number, Fax number, E-mail address, Web page address, etc. of the Contractor, together with legal entity (corporation, partnership, etc.) Firm must be established as a legal entity in the State of Florida. Provide years in business; State whether the firm is local, regional, or national; Give a list of owners and/or partners and managers of the firm.

Tab 5: Executive Summary

Each proposal must contain an Executive Summary that summarizes the key elements of the proposal. This section must also outline issue identification related to the project and the proposed method to accomplish the work required. In addition, the Executive Summary should include a statement that explains why the Contractor is qualified to develop, operate, manage and market the proposed business and why the Contractor would be the best selection.

Tab 6: Professional Licenses and Certificates; Insurance

Submit a copy of all Licenses, Certificates, Registrations, Permits etc. that your company / staff possesses. Company must be licensed and/or registered in the State of Florida in all required disciplines – Also include proof of insurance in this section (actual insurance certificates will be required from recommended Contractor, prior to award).

Tab 7: Development Plan for Leasehold Improvements

Contractors must provide the following:

1. A description of the proposed Modifications (improvements/remodeling) for the building and patio dining area. Floor plans are provided as attachments included with this package on BIDSYNC.
2. A detailed cost estimate and line item schedule for the remodeling and improvements to the facility.

3. A detailed cost estimate and line item schedule for the addition/up-grade of Equipment (kitchen and/or other equipment).
4. Estimate of total time, required to complete all Modifications and Equipment improvements.

Tab 8: Operating Plan

Contractors must provide the following:

1. Implementation Plan / Technical approach - To include but not be limited to services, products to be provided, performance plan, etc.
2. A description of the policies and procedures that will be utilized by the Contractor to include safety, emergency procedures, accident prevention and reporting.
3. Give an overview on your proposed vision, ideas, methodology, general philosophy and operation procedures. To include but not be limited to structure, staff, management, scope, etc.
4. Competency of staff, owners and officers, and persons who will be directly involved managing the service on a daily basis.
5. Concept of Riverwalk Activation
6. Interaction with City Staff

Tab 9: Marketing Plan

Contractors must provide an overview of their marketing strategy. Elaborate on your direct experience in developing and creating local, national, and/or international marketing plans, advertising programs, and collateral materials in order to promote your business and attract customers.

Tab 10: Financial Plan

Plan should demonstrate the knowledge, expertise and capacity to fund, make necessary renovations, and sustain the operation and include a 5-year pro forma statement. Provide a demonstrated financial capacity to complete the proposed modifications and sustain the operation. This can be in the form of letters of credit, bank account statements, letters from financial institutions, etc. Should also include Contractor's ability to assign appropriate resources to the account in a timely manner.

Tab 11: References

Provide references and endorsements as deemed appropriate to substantiate your experience in providing the requirements of this RFP. Provide a minimum of five references from similar services provided in the last three years. The references should include references demonstrating the organizations financial strength or its ability to secure funding necessary to carry out the requirements of the RFP. Provide contact name, address, telephone number, E-mail address (e-mail will be the primary way of reaching reference). Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional

sheets if necessary.

Tab 12: Additional Offerings

Any additional services, capabilities, equipment, promotions, etc. that your company offers to the project.

Tab 13: Joint Venture

If submitting as a joint venture, submit a copy of the joint venture agreement including the financial agreement between the parties and the percentage of participation of the parties.

Tab 14: Attachments

Any additional attachments to your proposal.

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts issued through the City of Fort Lauderdale Procurement Services Division. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

**PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:**

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.04 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.05 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.06 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

**1.07 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Contractors are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If Contractors are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a Contractor is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

**1.08 SCRUTINIZED COMPANIES**

This Section applies to any contract for goods or services of \$1 million or more:  
The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

**1.09 DEBARRED OR SUSPENDED BIDDERS OR CONTRACTORS**

The bidder or Contractor certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

**Part II DEFINITIONS/ORDER OF PRECEDENCE:**

**2.01 BIDDING DEFINITIONS** The City will use the following definitions in its general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:

INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.

REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Contractors.

BID – a price and terms quote received in response to an ITB.

PROPOSAL – a proposal received in response to an RFP.

BIDDER – Person or firm submitting a Bid.

PROPOSER – Person or firm submitting a Proposal.

RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.

RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.

FIRST RANKED CONTRACTOR – That Contractor, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.

SELLER – Successful Bidder or Contractor who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Contractor who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.

CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.

CONSULTANT – Successful Bidder or Contractor who is awarded a contract to provide professional services to the City.

The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Contractor, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.

**2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

**PART III BIDDING AND AWARD PROCEDURES:**

**3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidders should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.

- 3.02 **TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.03 **WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.04 **APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.05 **MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Division immediately. Such notification must be received by the Procurement Services Division prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.06 **MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.07 **SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.08 **LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.09 **BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.10 **USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.11 **QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.12 **PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Contractor's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Contractor's response to the RFP purporting to require confidentiality of any portion of the Contractor's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Contractor submits any documents or other information to the City which the Contractor claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Contractor shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Contractor must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Contractor's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the Contractor agrees to defend, indemnify, and hold harmless the city and the city's



officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 3.13 **PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.
- 3.14 **LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.
- 3.15 **BID PROTEST PROCEDURE: ANY CONTRACTOR OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DIVISION (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm)**

**THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>**

#### **PART IV BONDS AND INSURANCE**

- 4.01 **INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

#### **PART V PURCHASE ORDER AND CONTRACT TERMS:**

- 5.01 **COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
  - All City Departments being advised to refrain from doing business with the Bidder.
  - All other remedies in law or equity.
- 5.02 **ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 **SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 **ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.

- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.10 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.11 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.12 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.13 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.14 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.15 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.16 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.
- 5.17 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

**3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).**

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

NAME

RELATIONSHIPS

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**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below must be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

Address: \_\_\_\_\_

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Contractor acknowledges that the following addenda have been received and are included in the proposal:

Addendum No. \_\_\_\_\_ Date Issued \_\_\_\_\_

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

**YES** \_\_\_\_\_ **NO** \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Contractor will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:  
\_\_\_\_\_  
\_\_\_\_\_