

## **Solicitation 565-11551**

### **Aerial Adventure Course, Snyder Park**

#### **Bid Designation: Public**



**City of Fort Lauderdale**

## Bid 565-11551 Aerial Adventure Course, Snyder Park

**Bid Number**           **565-11551**  
**Bid Title**             **Aerial Adventure Course, Snyder Park**

**Bid Start Date**       **Jan 12, 2016 9:39:06 AM EST**  
**Bid End Date**        **Mar 2, 2016 2:00:00 PM EST**  
**Question & Answer**  
**End Date**           **Jan 29, 2016 5:00:00 PM EST**

**Bid Contact**           **AnnDebra Diaz**  
**Procurement Specialist II**  
**Procurement**  
**954-828-5949**  
**adiatz@fortlauderdale.gov**

**Pre-Bid Conference** **Jan 27, 2016 9:30:00 AM EST**  
**Attendance is optional**  
**Location: Snyder Park**  
**Caldwell Pavilion**  
**3299 SW 4th Avenue**  
**Ft. Lauderdale, FL 33315**

### Description

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to design, build and operate an Aerial Adventure course with a zip line, and a retail concession at Snyder Park for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

For further information go to [www.bidsync.com](http://www.bidsync.com) .

#### **Added on Feb 10, 2016:**

The end date has changed to February 24, 2016.

All other terms, conditions and specifications remain unchanged.

#### **Added on Feb 10, 2016:**

The contract term has been changed. Refer to attached document titled "11551-Addendum No. 1" for revised contract term.

#### **Added on Feb 24, 2016:**

The end date has changed to March 2, 2016.

All other terms, conditions and specifications remain unchanged.

## SECTION 1 – INTRODUCTION AND INFORMATION

### 1.1 Purpose

The City of Fort Lauderdale, Florida (City) is seeking qualified, experienced and licensed firm(s) to design, build and operate an Aerial Adventure course with a zip line, and a retail concession at Snyder Park for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

### 1.2 Submission Deadline

Sealed proposals shall be delivered during the City's normal business hours in a sealed envelope and addressed to the City of Fort Lauderdale Procurement Services Division, 100 N. Andrews Avenue, #619, Fort Lauderdale, FL 33301 (City Hall) no later than the date and time specified, at which time and place the proposals will be publicly opened and the names of the firms will be read. After the deadline, proposals will not be accepted. Firms are responsible for making certain that their proposal is received at the location specified by the due date and time. The City of Fort Lauderdale is not responsible for delays caused by any mail, package or courier service, including the U.S. mail, or caused by any other occurrence or condition. The City's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m. excluding holidays observed by the City.

### 1.3 Pre-proposal Conference and Site Visit

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

While attendance is not mandatory, tours at other times might not be available. 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. It is strongly suggested that all Contractor's attend the pre-proposal meeting and/or site visit.

It will be the sole responsibility of the Contractor to attend the pre-proposal/site visit to inspect the City's location(s) facilities systems prior to submitting a bid. 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 proposer has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required.

### 1.4 BidSync

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, posting results and issuing notification of an intended decision. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposers inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.

### 1.5 Point of Contact

For information concerning procedures for responding to this solicitation, contact Senior 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 V – 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. The questions and answers submitted in BidSync shall become part of any contract that is created from this RFP.

END OF SECTION

## **SECTION 2 – SPECIAL TERMS AND CONDITIONS**

### **2.1 General Conditions**

RFP General Conditions Form G-107 Rev. 02/15 (GC) are included and made a part of this RFP.

### **2.2 Addenda, Changes, and Interpretations**

It is the sole responsibility of each firm to notify the Buyer utilizing the question / answer feature provided by BidSync and request modification or clarification of any ambiguity, conflict, discrepancy, omission or other error discovered in this competitive solicitation. Requests for clarification, modification, interpretation, or changes must be received prior to the Question and Answer (Q & A) Deadline. Requests received after this date may not be addressed. Questions and requests for information that would not materially affect the scope of services to be performed or the solicitation process will be answered within the question / answer feature provided by BidSync and shall be for clarification purposes only. Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the City and uploaded to BidSync as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any City official, officer, staff, or agent be binding upon the City and should be disregarded. All addenda are a part of the competitive solicitation documents and each firm will be bound by such addenda. It is the responsibility of each to read and comprehend all addenda issued.

### **2.3 Changes and Alterations**

Consultant may change or withdraw a Proposal at any time prior to Proposal submission deadline; however, no oral modifications will be allowed. Modifications shall not be allowed following the Proposal deadline.

### **2.4 Proposer's Costs**

The City shall not be liable for any costs incurred by proposers in responding to this RFP.

### **2.5 Mistakes**

The consultant shall examine this RFP carefully. The submission of a PROPOSAL shall be prima facie evidence that the consultant has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the consultant from liability and obligations under the Contract.

### **2.6 Acceptance of Proposals / Minor Irregularities**

**2.6.1** The City reserves the right to accept or reject any or all proposals, part of proposals, and to waive minor irregularities or variances to specifications contained in proposals which do not make the proposal conditional in nature, and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a respondent an advantage or benefit not enjoyed by other respondents, does not adversely impact the interests of other firms or, does not affect the fundamental fairness of the solicitation process. The City also reserves the right to reissue a Request for Proposal.

**2.6.2** The City reserves the right to disqualify Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

## **2.7 Modification of Services**

**2.7.1** The City reserves the right to delete any portion of the work at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished and approved by the City on any portion of a contract resulting from this RFP, the Successful Proposer shall be paid for the work completed on the basis of the estimated percentage of completion of such portion to the total project cost.

**2.7.2** The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Successful Proposer agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Successful Proposer thirty (30) days written notice.

**2.7.3** If the Successful Proposer and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Successful Proposer will submit a revised budget to the City for approval prior to proceeding with the work.

## **2.8 No Exclusive Contract**

Proposer agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

## **2.9 Sample Contract Agreement**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website [http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT\\_TEMPLATE\\_SERVICES.pdf](http://fortlauderdale.gov/purchasing/AWARDS/CONTRACT_TEMPLATE_SERVICES.pdf)

## **2.10 Responsiveness**

In order to be considered responsive to the solicitation, the firm's proposal shall fully conform in all material respects to the solicitation and all of its requirements, including all form and substance.

## **2.11 Responsibility**

In order to be considered as a responsible firm, firm shall be fully capable to meet all of the requirements of the solicitation and subsequent contract, must possess the full capability, including financial and technical, to perform as contractually required, and must be able to fully document the ability to provide good faith performance.

## **2.12 Minimum Qualifications**

Proposers shall be in the business of building and operating aerial adventure courses and must possess sufficient financial support, equipment and organization to insure that it can satisfactorily perform the services if awarded a Contract. Proposers must demonstrate that they, or the principals assigned to the project, have successfully provided services with similar magnitude to those specified in the scope of services to at least one government entity similar

in size and complexity to the City of Fort Lauderdale or can demonstrate they have the experience with large scale private sector clients and the managerial and financial ability to successfully perform the work.

Proposers shall satisfy each of the following requirements cited below. Failure to do so may result in the proposal being deemed non-responsive.

**2.12.1** Proposer or principals shall have at least three years' experience. Project manager assigned to the work must have a minimum of three years' experience in and have served as project manager on similar projects on a minimum of three previous occasions.

**2.12.2** Before awarding a contract, the City reserves the right to require that a Proposer submit such evidence of his/her qualifications as the City may deem necessary. Further, the City may consider any evidence of the financial, technical, and other qualifications and abilities of a firm or principals, including previous experiences of same with the City and performance evaluation for services, in making the award in the best interest of the City.

**2.12.3** Firm or principals shall have no record of judgments, pending lawsuits against the City or criminal activities involving moral turpitude and not have any conflicts of interest that have not been waived by the City Commission.

**2.12.4** Neither Firm nor any principal, officer, or stockholder shall be in arrears or in default of any debt or contract involving the City, (as a party to a contract, or otherwise); nor have failed to perform faithfully on any previous contract with the City.

**2.12.5** Proposer and those performing the work must be appropriately licensed and registered in the State of Florida.

## **2.13 Lobbying Activities**

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 7<sup>th</sup> 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/lobbyist\\_ordinance.pdf](http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyist_ordinance.pdf).

## **2.14 Protest Procedure**

**2.14.1** Any proposer 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)

**2.14.2** The complete protest ordinance may be found on the city's web site at the following link: <http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

**2.15 Public Entity Crimes**

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.

**2.16 Subcontractors****2.16.1** Operation of the Aerial Adventure course shall not be subcontracted.

If the Contractor proposes to use subcontractors in the development and construction of the Aerial Adventure course for the City, this information shall be a part of the RFP response. Such information shall be subject to review, acceptance and approval of the City, prior to any Contract award. City reserves the right to approve or reject the use of a subcontractor and the use of any subcontractors proposed.

**2.16.2** 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.

**2.16.3** Contractor shall require all of its subcontractors to provide the required insurance 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.

**2.17 Proposal Security**

**2.17.1** A proposal security payable to the City of Fort Lauderdale shall be submitted with the proposal response in the amount of five percent (5%) of the total proposed amount of the Facility Use Fee for the initial term of the contract (Years 1 thru 3). A proposal security can be in the form of a bid bond or cashier's 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 Proposer 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.

**2.17.2** Failure of the successful proposer 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.

## **2.18 Payment and Performance Bond**

**2.18.1** The Proposer shall within fifteen (15) working days after notification of award, furnish to the City a Payment and Performance Bond, in the amount of the proposed price for the initial term of the contract (Years 1 thru 3) as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company or recognized standing to do business in the State of Florida and having a resident agent.

**2.18.2** The Proposer 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.

**2.18.3** Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

## **2.19 Insurance Requirements**

**2.19.1** 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.

**2.19.2** 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.

**2.19.3** 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.

## **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 \$2,000,000 per occurrence.

This coverage must include, but not limited to:

- a. Bodily injury
- b. Property damage
- c. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- d. Coverage for Premises/Operations
- e. Products/Completed Operations
- f. Broad Form Contractual Liability
- g. Independent Contractors

### **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

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

**2.19.5** In the event that you are the successful Proposer, 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

### **2.20 Award of Contract**

A Contract (the "Agreement") may be awarded by the City Commission. The City reserves the right to execute or not execute, as applicable, a contract with the Proposer(s) that is determined to be in the City's best interests. The City reserves the right to award a contract to more than one Proposer, at the sole and absolute discretion of the in the City.

**2.21 Unauthorized Work**

The Successful Proposer(s) shall not begin work until a Contract has been awarded by the City Commission. Proposer(s) agree and understand that the issuance of a Purchase Order and/or Task Order shall be issued and provided to the Successful Proposer(s) following Commission award; however, receipt of a purchase order and/or task order shall not prevent the Successful Proposer(s) from commencing the work once the City Commission has awarded the contract.

**2.22 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.

**2.23 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.

**2.24 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:

**2.24.1** 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;

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

**2.24.3** 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

**2.24.4** 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.

**2.25 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.

**2.26 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.

**2.27 Contract Period**

The Contract Period will consist of three phases: 1. Design, 2. Construction and Improvements, and 3. Operation and Quality Service.

**DESIGN**

The selected Contractor shall develop site plans for the complex that best utilizes the space of the park, is consistent with the theme of the Park, and fully complies with all applicable building and zoning codes. The contractor shall also obtain all necessary approvals and permits for construction and infrastructure improvements, as applicable.

**CONSTRUCTION AND FACILITY IMPROVEMENTS**

The contractor shall construct an Aerial Adventure Course in Snyder Park performing all construction and improvements in compliance with all applicable codes and obtain all necessary permits and approvals. Parks and Recreation approval of the design and plans must be obtained prior to submission to the applicable building and/or zoning department. Develop a final comprehensive timeline for the development of the supporting infrastructure, including the construction phase schedule and cost estimates for the supporting infrastructure and the required furnishings, fixtures and applicable equipment.

**OPERATION AND QUALITY SERVICES**

The operational phase is to begin upon obtaining certificate of completion for a period of three years. The City reserves the right to extend the revenue contract for two additional two-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. The contractor shall operate and continuously maintain a high quality and customer-oriented Aerial Adventure Course in a manner normally associated with this industry, which includes: 1. Provide an operation that is safe and customer-oriented with prompt complaint resolution by well-trained and professional staff. 2. Establish regular hours of operation that meet customer demands and is approved by Parks and Recreation. 3 Provide all services and concessions at fees and prices approved by Parks and Recreation. Prices and fees can be modified only by written request. Such approval shall be in writing at least 30 days prior to implementation. 4. Pay for all operating expenses, including utilities, associated with the day-to-day operations. 5. Install and maintain signage as approved by Parks and Recreation. At a minimum, signage shall include hours of operation, fees, and required safety guidelines. 6. Supply and maintain an Operations manual to be approved by Parks and Recreation. 7. Have an emergency plan and hurricane plan, to include how the contractor shall secure the site in the event of a hurricane. 8. Ensure that employees are distinctively uniformed so as to be distinguished as the contractor's staff and not parks and recreation. 9. Promote the Park's offerings through marketing and quality provisions of all

concession services with the highest level of service to the public. Flyers or advertisements shall include City of Fort Lauderdale Parks and Recreation logo. The contractor shall submit a sample for review and approval. 10. Enforce strict adherence to safety guidelines for the complex. 11. Store equipment on site in designated areas only. The city will not be responsible for any loss or damage of the equipment or supplies. 12. Utilize an electric cash register for all transactions. The cash register must have the ability to produce reports (i.e., sales totals for each day). 13. Develop a process for coordinating requests from the public or outside entities requesting use of the complex. 17. Provide additional services and fees by mutual agreement of the selected contractor and parks and recreation. 18. Hours of operation shall typically be limited to that of Snyder Park; special events held outside of normal hours for the park shall be subject to the approval of Parks and Recreation. For any special events, the selected contractor shall complete a special events application for parks and recreation approval at least 60 days in advance and coordinate with Parks and Recreation to ensure there is not disruption to other park patrons and amenities. 19. Parks and Recreation reserves the right to schedule special events that may preclude the complex from operating during a given event. Parks and Recreation may also close the park during inclement weather conditions.

The Contractor shall develop an overall project plan and schedule. The project plan shall outline the methods that the Contractor will use to design, procure, and install the Aerial Adventure course. The project schedule shall clearly indicate all work items and project milestones. The Contractor shall develop the project milestone dates based upon knowledge of the work to be performed and equipment delivery times. The estimated time for the project from "Notice to Proceed" to Final Closeout is 240 calendar days.

The contract term and work schedule represents the City's *best estimate* of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will likely be shifted by the same number of days.

Award Contract March 2016

Kick-off Meeting to finalize conceptual design April 2016

Construction Drawings finalized April 2016

Permits secured May 2016

Construction begins May 2016

Project Completion November 2016

The City reserves the right to make adjustments to the above noted schedule as necessary.

The final design and construction schedule will be developed in coordination with the selected Contractor.

In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days

beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.

## **2.28 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 evaluation and documents findings.
- Review and approve for payment all invoices for work performed or items delivered.

## **2.29 Contractor Performance Reviews and Ratings**

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements.
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

## **2.30 Substitution of Personnel**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the 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. In the event substitute personnel are not satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the Contract for cause. See Section 5.09 General Conditions.

## **2.31 Permits / Fees**

The Contractor agrees to obtain and pay for all permits, including but not limited to, all City of Fort Lauderdale building permits, licenses, and business taxes necessary to conduct the business and agrees to comply with all laws governing the responsibility of the employer with respect to persons employed by the Contractor. The Contractor shall also be solely responsible for payment of any taxes levied on the Aerial Adventure course operation. The Contractor shall comply with all City, County, State and Federal rules, regulations and laws.

The successful Contractor must provide the documents required to obtain all permits from authorities who have jurisdiction, including but not limited to the Department of Sustainability Development's Building Services Division, Urban Design & Planning Division and Engineering Division. The plans must meet all the requirements of the latest version of the Florida Building Code. In addition, a site plan showing all required set-backs will be needed for review and sign-off by the Engineering Division.

The park is a City owned property and is thus zoned "P" park. Zoning height restrictions are sixty feet. Setbacks (front, corner, side and rear) of 25 feet are required.

### **2.32 Facility Use Fee Payments**

Monthly Facility Use Fee payments under the terms of this contract shall commence upon issuance of a Certificate(s) of Completion. Contractor is responsible for obtaining a Certificate(s) of Completion issued by the City of Fort Lauderdale Building Services Division for each required permit. Once the Certificate of Completion is issued:

1) The Contractor shall pay to the City a fixed Facility Use Fee payable monthly, in advance, based on that amount submitted in the proposal section of this RFP and accepted by the City. The initial monthly payment shall be paid within seven working days after Certificate of Completion is issued. Thereafter, the monthly payment shall be paid by the 1<sup>st</sup> day of each month. Payments not received by the 5<sup>th</sup> of each month will be considered late and subject to a late fee.

2) The Contractor shall also pay monthly, as proposed in response to this RFP, **twenty percent (20%)**, of Gross Concession Revenue. Gross Concession Revenue is defined as all revenue from the sale of RETAIL concession items, net of applicable sales tax. Retail Concession items may include but are not limited to items such as t-shirts, souvenirs, food, refreshments, water bottles, etc. First payment is due thirty days after start of operation. Thereafter, all payments are due no later than the 5<sup>th</sup> of each month. Payments not received by the 5<sup>th</sup> of each month will be considered late and subject to a late fee. The Contractor must use a cash register or Point of Sale (POS) system approved by the City. Gross Concession Revenue must be accompanied by the daily register Z tapes or POS transaction log.

The late fee shall be equal to \$500 per occurrence. If the payment is not received within sixty days of payment due date, the City may take possession of the Contractor's assets on City property, and cancel the contract.

All payments shall be presented, in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale. All payments shall be submitted as directed by the Director of Parks and Recreation.

### **2.33 Sales Taxes**

The contractor is responsible for paying all applicable taxes.

Additional detail may be reviewed at the Florida Department of Revenue's Website <http://www.myflorida.com/dor/taxes/>. The FAC may be reviewed at <http://fac.dos.state.fl.us/>.

### **2.34 Annual Reports**

The Contractor shall submit to the City an annual CPA-certified statement of Contractor's gross revenue in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm. The period covered by the certified statement of gross revenue shall coincide with the contract year and will be submitted to the City within (60) days after the end of each contract year.

The annual CPA certified gross revenue statement shall be submitted to the City's Parks and Recreation Department.

The form of all records and reports shall be subject to the approval of the City Manager or designee. Recommendations for changes, additions, or deletions by the City Manager's designee must be complied with by the Contractor. The City Manager or designee must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract.

### **2.35 Financial Records**

Contractor shall maintain current, accurate, and complete financial records on an accrual basis of accounting related to its operations pursuant for the duration of the contract. Contractor shall keep on the premises, or such other place, approved by the City, true, accurate, and complete records and accounts of all sales, rentals, and any other type of business being transacted on or off the premises related to Aerial Adventure course and retail Concession. Systems and procedures used to maintain these records shall include a system of internal controls and all accounting records shall be maintained in accordance with generally accepted accounting principles and shall be open to inspection and audit by the City Manager or designee upon 72 hours-notice. Such records and accounts shall include a breakdown of gross revenue, expenses, and profit and loss statements. Such other records shall be maintained as would be required by an independent CPA in order to audit a statement of annual gross revenue and profit and loss statement pursuant to generally accepted accounting principles.

The Contractor shall submit to the City's Parks and Recreation Director or designee, a monthly financial report outlining all gross revenue and retail concession revenue.

The Contractor shall maintain complete and accurate records of all financial transactions pertaining to the contract agreement, including complete and accurate records of all Gross Rental and retail Concession Revenue generated by the Contractor's operations at Snyder Park. All financial records pertaining to this Contract shall be open for inspection and/or audit by the city or its designees at any and all reasonable times.

For revenues that are earned, accrued or due and owing at the time of the termination of the contract agreement, but are paid to Contractor after the contract agreement is terminated, the



Contractor shall pay to City percentage of the revenue distribution of gross revenue within thirty (30) days of the Contractor's receipt of such revenues.

### **2.36 Receipts**

Contractor shall use pre-numbered waiver and release of liability forms (waivers), as receipts, in duplicate form. Waivers shall reference the name of the Contractor and the City of Fort Lauderdale and include current rates. One copy of such waiver shall be provided to the customer and one copy shall be maintained with Contractor's records. Copy of the waiver shall be provided in the proposal section of this RFP: Section 4.2.5.G.ii.

### **2.37 One Contractor/Minimum Fees**

The City intends to award a single Contract for an Aerial Adventure course. The minimum preferred fixed annual Facility Use Fee payable to the City:

YEAR 1	\$ 2,000 per month 1 <sup>st</sup> year = \$24,000 ANNUAL
YEAR 2	\$ 2,700 per month 2 <sup>nd</sup> year = \$32,400 ANNUAL
YEAR 3	\$ 3,400 per month 3 <sup>rd</sup> year = \$40,800 ANNUAL
YEAR 4	\$ 3,900 per month 4 <sup>th</sup> year = \$46,800 ANNUAL
YEAR 5	\$ 4,400 per month 5 <sup>th</sup> year = \$52,800 ANNUAL
YEAR 6	\$ 4,900 per month 6 <sup>th</sup> year = \$58,800 ANNUAL
YEAR 7	\$ 5,300 per month 7 <sup>th</sup> year = \$63,600 ANNUAL

### **2.38 Default**

In the event of any of the following the City may terminate the contract for default:

1. If the Contractor fails to perform in the manner called for in the Contract, or if the Contractor fails to comply with any other provision of the Contract, or
2. If Contractor abandons or vacates the premises prior to the expiration of the term hereof, or
3. If Contractor fails to make the payments as set forth herein and said payment is not made within 15 days after written notice is given to Contractor.

If Contractor fails to perform in accordance with any of the other terms and conditions of the contract, and such default is not cured within 14 days after written notice is given to Contractor, the City may, at its sole option and discretion, institute such proceedings as in its opinion are necessary to cure such defaults and to compensate City for damages resulting from such defaults, including but not limited to, the right to give to Contractor a notice of termination of the contract. If such notice is given, the term of the contract shall terminate upon the date specified in such notice from City to Contractor. On the date so specified, Contractor shall then quit and surrender the Aerial Adventure course area to City.

Upon the termination of the contract, all rights and interest of Contractor in and to the Aerial Adventure course area and to the contract, and every part thereof, shall cease and terminate,

and City may, in addition to all rights and remedies it may have, including but not limited to, beginning procedures to collect the Performance Bond in Section 2.19, retain all sums paid to it by Contractor under the contract. In addition to the rights set forth above, City shall have the right to pursue any and all of the following:

- a. take possession of all equipment, and other personal property of Contractor, and remove such property or any part of it and store it at Contractor's expense; and/or,
- b. the right to injunction or other similar relief available to it under Florida law against Contractor; and/or,
- c. the right to maintain any and all actions at law or suits in equity or other proper proceedings to obtain damages resulting from Contractor's default.

If it is later determined by the City that the Contractor had an excusable reason for not performing, such as a strike, fire, flood, or events which are not the fault of, or beyond the control of the Contractor, City after setting up a new performance or delivery schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

#### **2.39 Surrender of Aerial Adventure Course Area**

At the expiration of the contract, or earlier termination in accordance with the terms of the contract, Contractor shall surrender the Aerial Adventure course area in same condition as the Aerial Adventure course area was prior to the commencement of the contract, reasonable wear and tear excepted (including any erosion not directly caused by Contractor and/or its operation). Contractor shall remove all its equipment, fixtures, personal property, etc., upon forty-eight (48) hours written notice from the City Manager or designee, unless a longer time period is agreed to by the City. Contractor's obligation to observe or perform this covenant shall survive the expiration or other termination of the contract. Continued occupancy of the Aerial Adventure course area after termination of the Contract shall constitute trespass by the Contractor, and may be prosecuted as such.

#### **2.40 Bankruptcy**

If Contractor shall be adjudicated bankrupt or insolvent, or makes an assignment for benefit of creditors, or if the leasehold interest is sold under a legal order or judgment, or shall file a voluntary petition in bankruptcy or insolvency, or shall apply for reorganization or arrangement with its creditors under the bankruptcy or insolvency laws now in force or hereinafter enacted, then the City may immediately, or at any time thereafter, and without further demand or notice, terminate the contract without being prejudiced as to any remedies which may be available to it for breach of contract.

**2.41 Inspection of Premises**

For the purposes of inspection, City reserves the right to enter any part of the Aerial Adventure course and/or retail concession area at any time during the period the business is to be open under the terms of this Contract.

**2.42 Notices**

All notices Facility Use Fee and retail concession fee payments shall be sent to the parties at the following addresses:

City: City of Fort Lauderdale  
Parks and Recreation Director  
1350 West Broward Blvd.  
Fort Lauderdale, FL 33312

City and Contractor may change such addresses at any time upon giving the other party written notification.

All notices under this Contract must be in writing and shall be deemed to be served when delivered to the address of the addressee. All notices served by mail shall be registered mail, return-receipt requested.

Contractor may designate additional persons for notification of default.

**2.43 Attorney Fees**

Contractor agrees to pay the cost of collection and reasonable attorney fees on any part of said payment that may be collected by suit or by attorney after the same is past due. In the event of any other litigation the prevailing party shall be entitled to collect attorney's fees and court costs from the losing party.

**2.44 Signs**

Except as provided herein, no signs whatsoever, including advertising signs, shall be erected or permitted upon the premises until the plans have first been submitted to the City in accordance with all Federal, State and City laws, statutes and ordinances and approval received in writing from the City Manager or designee.

END OF SECTION

## SECTION 3 – TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 3.1 General Information/Intent: Program Summary - Aerial Adventure Course Construction/Operation

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified firms, hereinafter referred to as the Contractor, to design, construct and operate an Aerial Adventure course and a retail concession. The successful Contractor shall provide a full range of professional services and the production of construction plans and documents including, but not limited to, design, structural and/or civil mechanical and engineering services. Contractor team experiences shall include design and construction of Aerial Adventure courses, including multiple zip lines, preferably for public parks and/or recreation departments. Contractor shall develop, construct and operate this Aerial Adventure course at Snyder Park for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

Snyder Park is 93 acres of natural history and beauty. Snyder Park was developed considering the special needs of people with disabilities. The park offers easily accessible nature trails, parking, and restrooms. Fishing, hiking, picnic areas and a dog park are some of the amenities offered at this park.

It is the intent of the City to award a single contract to the first ranked Contractor responding to this RFP. The Contractor shall:

1. Provide all labor, materials and provisions necessary to produce a conceptual design, design documents and construction documents to complete construction of the Aerial Adventure course;
2. Provide a proposed timeline for construction documents, permitting and construction of the Aerial Adventure course. A proposed timeline shall be provided in the proposal section of this RFP: Section 4 – Submittal Requirements, Item 4.2.4.
3. Demonstrate the ability to construct, manage and operate an Aerial Adventure course at Snyder Park, with as little environmental impact to the selected area of Snyder Park as possible;
4. Ensure the Aerial Adventure course is removable at the end of the contracted period.

#### **Specific Project Requirements:**

1. Contractor responding to this RFP shall be the operator of the Aerial Adventure course. The operation of this Aerial Adventure course shall not be subcontracted or sub-leased.
2. The Contractor shall be responsible for obtaining all permits, licenses needed for the construction of the Aerial Adventure course.
3. Contractor shall be an active corporation authorized to do business in the State of Florida.
4. Contractor has been in the Aerial Adventure course business for three or more consecutive years designing, building, operating and managing Aerial Adventure courses.

5. Contractor shall have the ability to submit renderings of components proposed for this project. Course shall be comprised of a minimum of 75 elements/games.  
One children's course of approximately 25 – 30 elements with a minimum of two zip lines.  
Two adult courses: with a minimum of 45 to 50 elements/games with an intermediate level course and an advanced element/game course. Multiple zip lines are required.
6. Contractor shall have sufficient workforce/subcontractors to meet strict deadlines for completion of each component of the construction project.
7. The Aerial Adventure course shall meet all required Florida Building Code standards, as amended.
8. The Aerial Adventure course shall be of the highest quality with regard to design and construction. The City seeks a Contractor with demonstrated experience in providing Aerial Adventure course services for public agencies. The Aerial Adventure course shall be designed to draw and engage local users and challenge beginners, experienced users, elementary age through adults. The Aerial Adventure course shall offer a wide range of programs and activities using a unique first hand canopy experience, while also providing exercise, team building and personal confidence skills.
9. Access to Aerial Adventure courses for individuals with disabilities shall be provided in such a way as to present options for meaningful challenges consistent with the intent of the Aerial Adventure course.
10. The Aerial Adventure course shall provide a course that is managed within the park with the highest priority being to protect the trees and the unique plant communities while providing participants access and educational opportunities that are compatible with the mission of the park.
11. Protection and mitigation strategies should ensure that trees used for the Aerial Adventure course are not damaged or adversely impacted over the short and long terms. Trees to be used as part of the Aerial Adventure course infrastructure shall be approved by the City Forester. Use of recyclable or recycled content building materials and limited environmental impact to the surrounding park area is required. Use of recycled content building materials is preferred and will be given preference.
12. The Aerial Adventure course shall operate within the park's current infrastructure and its limitations towards visitor services and parking. The Contractor must design an Aerial Adventure course with amenities that do not increase the park's current infrastructure difficulties such as lack of parking, restroom availability and accessible shelter. The provision of any required power and water supply to the Aerial Adventure course site shall be the responsibility of the Contractor.

### 3.2 Parking

Subject to the approval of the City, minimal parking will be provided for Contractor's staff at the Aerial Adventure course area site.

No other parking shall be provided to the Contractor. Contractor's staff overflow and his/her participants shall utilize those parking facilities available to the general public in the designated parking areas and are required to pay the parking rate at Snyder Park.

### 3.3 Use of Aerial Adventure Course Area

The Contractor shall not use the Aerial Adventure course area for any other purpose than providing the Aerial Adventure course services and he/she shall so conduct his/her business as to render a service to the public in a dignified manner. No pressure, coercion, persuasion, or hawking shall be done by the Contractor or his/her staff in an attempt to influence the public to use his/her service. Aerial Adventure course retail equipment sales are prohibited.

The Contractor may manage and maintain at Contractors' risk, cost and expense, an inventory of retail concession items for sale at the Aerial Adventure course site: goods, food or beverages, including but not limited to, t-shirts, hats, water bottles, water, sports drinks, energy bars, etc. All goods and merchandise shall be offered for sale at competitive prices for the sale of similar goods and merchandise in Broward County. A schedule of prices shall be filed by the Contractor with the City for approval by the City's Parks and Recreation Director, prior to commencement of sales by the Contractor. The Contractor shall be solely responsible for ensuring all stock, inventory, goods and merchandise against any damage or loss of any nature. The City assumes no liability for these items. A list of goods to be sold shall be pre-approved before they are offered for sale. **NO glass containers will be allowed to be sold in the Park.** All containers shall be environmentally friendly using recyclable containers/materials. Schedule of prices and items to be sold shall be provided in the proposal section of this RFP: Section 6 – Cost Proposal – 2. Retail Concession Items for Sale.

### 3.4 Location of Services

The City intends to grant to the successful Contractor the right to construct and operate an Aerial Adventure course at the City of Fort Lauderdale's Snyder Park.

The City will provide the space for operations. See **Attachment A for GIS map** of Aerial Adventure course area to be provided by the City.

Approved Contractor shall not deviate from this site plan without prior written consent from the Parks and Recreation Director or designee.

### 3.5 Aerial Adventure Course Equipment

The Contractor shall provide and maintain at his/her sole cost and expense, all equipment required to operate and maintain the Aerial Adventure course. In the event of lost, stolen or damaged equipment, any and all required repairs and/or replacement of equipment, shall be at the sole cost and expense of the Contractor and shall meet any registration and/or licensing requirements of the State of Florida and any other governing agency.

Contractor agrees to furnish all labor, supplies, materials, equipment and supervision sufficient to maintain the Aerial Adventure course in a clean, sanitary and safe condition at all times.

The Contractor's vehicles, trailers and equipment shall be in a neat, clean and well-maintained condition at all times. Any repairs, cleaning or other maintenance as required to maintain a clean and safe working environment, shall be provided on a continuous and immediate schedule. The Aerial Adventure course and retail concession operation shall be maintained as to provide an aesthetically pleasing appearance and not be detrimental to the immediate surroundings.

Prior to commencement of Aerial Adventure course operation the Contractor shall inspect all Aerial Adventure course equipment on a daily basis. If the Contractor notices any conditions, which could cause an accident, or would be considered unsafe, the Contractor shall make or cause to be made, appropriate action to remedy the condition. Any equipment determined not to be in sound working condition, shall not be utilized until noted defects are corrected. If correction of the condition will take more than routine attention, and is deemed to be critical in nature (unsafe conditions), the Contractor agrees to notify the Parks and Recreation Director or designee the same day. For non-critical conditions (general maintenance), the Contractor shall notify the Parks and Recreation Director or designee within two days.

To assure that all Aerial Adventure course equipment is maintained in accordance with the highest industry standards, the City reserves the right to request periodic service and/or inspection/maintenance reports, to be provided and, if required, certified or otherwise guaranteed by Contractor, at Contractor's sole expense.

The Contractor shall not be authorized to install or use any equipment, which is not scheduled in his/her proposal and covered by his/her insurance policy furnished to the City, unless prior to such use, the Contractor shall have furnished an additional list of equipment to the Parks and Recreation Director or Contract Administrator and receive approval from the City in writing and obtain additional insurance.

### **3.6 Use of Park**

Snyder Park is for the use and enjoyment of the public, for recreation and other public purposes and the public's right to such use shall not be infringed upon by any activity of the Contractor. Upon execution of the contract, Contractor acknowledges that all of the parks are public and as such Aerial Adventure course operations shall not restrict, or appear to restrict, access to the general public, or in any way limit the public nature or ambiance of the parks. The Contractor shall maintain a reasonably quiet and tranquil environment for the adjacent area; make no public disturbances; and operate within the park's mission and daily operations plan which may include other programs and events.

### **3.7 Advertising and Notices**

The Contractor shall not display any signs or advertising, unless approved by the Parks and Recreation Director or designee, with the exception of a list of Aerial Adventure course fees, prices, and notices, including but not limited to, the requirement that safety equipment shall be worn by participant.

The City reserves the right to approve all marketing materials.

The Contractor is responsible for all costs for their marketing and promotional materials, including, but not limited to, typesetting, printing and distribution.

### **3.8 Aerial Adventure Course Fees**

Aerial Adventure course fees shall be consistent with those charges for similar services in the area of recreational facilities and tourist attractions in the South Florida area.

The rates and charges for Aerial Adventure course fees shall be provided in the proposal section of this RFP: Section 4 – Submittal Requirements, Item 4.2.7. Should a deposit and/or security payment be required for the rental of safety equipment, security deposit cost fee shall be provided in the proposal section of this RFP: Section 4 – Submittal Requirements, Item 4.2.7.

Aerial Adventure course fee rates shall be reviewed and approved by the City prior to the commencement of any Contract.

Contractor shall provide, as part of its response to this RFP, a detailed discounted pricing program for City sponsored youth/teen programs, and/or City sponsored team-building programs. Activities for City sponsored programs will be scheduled in advance with the Contractor. Number of sponsored attendees for each year shall be provided in the proposal section of this RFP. Section 4 – Submittal Requirements, Item 4.2.8.

Any requests for modification and changes in such rates shall be presented to the City, a minimum of 30 days prior to the desired date of rate change. Such change requests shall be in writing and directed to the Parks and Recreation Director or designee. The City shall review and accept, refuse or modify such rate change requests. The City shall have the last and final decision relating to any such change requests.

### **3.9 Equipment Storage / Security**

The areas under the Contractor's jurisdiction shall be their responsibility relative to security during both operating and non-operating hours.

There is no overnight security for the Park. The security for all property, equipment and supplies owned and provided by the Contractor, shall remain the sole responsibility of the Contractor. Costs relating to the repair or replacement of such items, stolen, lost or damaged shall be at the sole cost and expense of the Contractor. Equipment shall be secured so as to limit access during non-operating hours. A security plan for operating and non-operating hours shall be provided in the proposal section of this RFP: Section 4 – Submittal



Requirements, Item 4.2.5.D.

All articles found by the Contractors agents or employees or by participant shall be turned over to the Snyder Park management staff.

### **3.10 Appearance of Premises**

The Contractor shall have a neat and orderly operation at all times and shall be solely responsible for the necessary housekeeping services to properly maintain the Aerial Adventure course area and all facilities incident thereto. The Contractor shall make available all facilities within the Aerial Adventure course area under its control for examination during hours of operation by the Parks and Recreation Director or designee. As part of the administration of the Contract, the Parks and Recreation Director or designee shall conduct periodic inspections of the Aerial Adventure course area, equipment, services, and programs to determine compliance with the terms of the contract.

Contractor shall remove all trash as needed to maintain a neat and clean operation area during operating hours within an area of 100 feet of the trail area. Trash and recyclables shall be bagged and placed in or near established receptacles in the park. The removal and disposal of this trash, rubbish and recyclables shall be the responsibility of, and at the expense of the City.

If the Contractor desires to add new plants or delete existing plants for the operational area, the City Forester will provide the proper guidance of natural resource management of the area. Any additions or removals of shrubs, trees or plants, shall be done with the approval of the City Forester or his designee.

### **3.11 Employee Qualification and Appearance**

The Contractor shall employ workers to service this operation who are neat, clean, well groomed and courteous. An experienced manager shall be present to oversee the daily operation of this Aerial Adventure course area and retail concession and with the full authority to direct the operation and immediately take all corrective action required to correct erroneous procedures and insure complete and continuous compliance with requirements and specifications of Contract at all times while the Aerial Adventure course and retail concession is in operation. Resumes of manager and staff assigned to this site shall be made part of this RFP: Section 4 – Submittal Requirements, Item 4.2.5.E. Preference will be given to contractors who have Association for Challenge Course Technology (ACCT) Certified Managers, ACCT Practitioner I, ACCT Practitioner II on site to operate the Aerial Adventure course.

Aerial Adventure course personnel on duty shall be in a standardized uniform. Photos of proposed uniform shall be made part of this RFP: Section 4 – Submittal Requirements, Item 4.2.5.F.

Contractor's employees shall undergo and pass a background screening completed by the Parks and Recreation department at the sole cost and expense of the Contractor. This screening is required every year for all employees. Contractor and Contractor's employees

shall be readily identifiable at all times with a Parks and Recreation department issued ID badge.

### **3.12 Special Events**

The City may hold sponsored and co-sponsored events and activities at the park from time to time. In such cases, the City may request that the Contractor cease and desist operations during the term of the special event and/or production. If the Contractor is not required to close and chooses to remain open they shall do so without interference to the special event and/or production. Contractor agrees to cooperate with the City. The City will not compensate the Contractor for any lost revenues.

### **3.13 Operation Regulations**

Contractor is obligated to comply with the following conditions and acknowledges and agrees that breach of any such condition, or any obligation imposed under the contract, may result termination for cause of the contract by City and, in such event, CITY may retain the performance bond:

- (1) Contractor may sell beer and wine during operating hours. Contractor will be responsible for obtaining all applicable alcoholic beverage licenses.
- (2) Contractor agrees to comply with all federal, state, and local laws, rules, and regulations, including the Code of Ordinances of the City of Fort Lauderdale and the City of Fort Lauderdale Parks and Recreation Rules and Regulations, as may be amended.
- (3) Distribution of brochures, pamphlets, and other similar paper products are prohibited in the park outside of the designated area of operation. The City may allow brochures and pamphlets for Aerial Adventure course to be placed in City recreation center brochure holders.
- (4) No broadcasting activities and no loud speakers are permitted, and music, whether live or recorded by any means, may not be played; unless such broadcasting or music is performed in conjunction with an activity or event approved in advance by the Parks & Recreation Director or by City Event Agreement.

### **3.14 Safety Instructions**

The Contractor shall pre-screen participant to determine their ability to use the Aerial Adventure course equipment.

The Contractor shall be required to provide a complete list of training instructions that is signed by the Aerial Adventure course participant verifying that they understand the physical challenge of the Aerial Adventure course.

- a) Training instructions shall include verbal directions and a demonstration of the

safety equipment's proper usage and that the participant understands and is physically capable of navigating the Aerial Adventure course.

b) A copy of the participant's safety training instructions/rules/techniques (verbal script and written format) shall be included as part of proposal section of this RFP: Section 4 – Submittal Requirements, Item 4.2.5.G.i.

The Contractor shall have available and shall provide approved safety equipment to all Aerial Adventure course participants. Such device shall be of the type and class approved for such use by the Association of Aerial Adventure Course Technology (ACCT).

It shall be the sole responsibility of the Contractor to insure the participant is capable of properly adjusting and using such devices. Information on the proper use of safety equipment devices shall be provided to the user should there be any doubt relating to the participant's ability to properly use these devices.

The Contractor shall insure that safety equipment is being worn properly, prior to the participant leaving the instructional area. Removal of such safety equipment devices during the lesson or while on the Aerial Adventure course shall be construed as a violation of the Aerial Adventure course agreement and corrective measures shall be immediately taken or the participant shall be removed from the Aerial Adventure course.

The mandatory use of this safety equipment shall be conspicuously stated on a notice, in a design and type approved by the City and the notice shall be included as part of the proposal section of this RFP: Section 4 – Submittal Requirements, Item 4.2.5.G.iii.

The Contractor shall require all participants 18 years and older to submit to the Contractor signed liability release and waiver forms drafted or approved by the City, releasing the City and the City's officers, employees, and agents, from any and all liability in connection with participation in Contractor's program(s) at the Aerial Adventure course in Snyder Park.

The Contractor shall require all Contractor participants, under the age of 18, to submit to the Contractor liability release and waiver forms signed by their parents or legal guardians, releasing the City and the City's officers, employees, and agents, from any and all liability in connection with such person's participation in Contractor program(s) at the Aerial Adventure course in Snyder Park. Contractor shall retain all such forms on file. The City may inspect and copy such release and waiver forms at any reasonable time.

A copy of the waivers and release of liability (under 18 years of age and over 18 years of age) shall be included as part of proposal section of this RFP: Section 4 – Submittal Requirements, Item 4.2.5.G.ii. Waivers and release of liability shall be approved by the City prior to the commencement of any contract.

### Rescue Procedures

First Aid and CPR certifications are mandatory for all Contractor's employees. Safety of the program participants is paramount. The successful Contractor shall provide a safe environment for the conduct of City programs. By acceptance of the contract award pursuant to this RFP, Contractors are certifying that their employees, who have current American Red Cross approved First Aid and CPR certifications will be readily available and accessible during any City activity. Additionally, AED certifications are strongly recommended however they are not a requirement pursuant to the award of this contract.

The Contractor shall immediately notify the appropriate Police or Fire department in the event of fire or other emergency by calling 911. The Parks and Recreation Director or designee shall then be notified as soon as possible after calling 911.

A copy of the safety plan clearly outlining the rescue procedures/guidelines to be used by the Contractor's employees during the daily operation of the Aerial Adventure course shall be included as part of the proposal section of this RFP: Section 4 – Submittal Requirements, Item 4.2.5.G.iv.-v. The safety plan will identify what safety devices are in place for participants; which devices are used for safety/rescue procedures; and plans for responding to emergencies/accidents both on the ground and at elevated levels.

### **3.15 Lightning Policy**

The Parks and Recreation Department employs an electronic Lightning Prediction system in 13 City parks. Contractor will be required to abide by the City's lightning policy.

Per the City of Fort Lauderdale lightning policy, when the lightning warning system sounds (one 15-second horn blast), the outdoor facility shall be cleared of all participants as soon as possible. All persons shall seek shelter and remain in buildings or vehicles until the weather clears. The all-clear signal will sound (three five-second blasts) before participants can resume activity. Outdoor activity may only resume once the all-clear signal sounds.

### **3.16 Hurricane Evacuation Plan**

Contractor agrees all Aerial Adventure course equipment or other items used in the Aerial Adventure course and retail concession operations shall be secured immediately within twenty-four hours of notification by appropriate City authorities. Any temporary structures shall be removed from property. A hurricane preparedness plan for securing equipment shall be provided in the proposal section of this RFP Section 4 – Submittal Requirements, Item 4.2.5.H.

END OF SECTION

## SECTION 4 – SUBMITTAL REQUIREMENTS

### 4.1 Instructions

- 4.1.1** Although proposals are accepted 'hard copy', the City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to administer the competitive solicitation process, including but not limited to soliciting proposals, issuing addenda, responding to questions / requests for information. There is no charge to register and download the RFP from BidSync. Proposers are strongly encouraged to read the various vendor Guides and Tutorials available in BidSync well in advance of their intention of submitting a proposal to ensure familiarity with the use of BidSync. The City shall not be responsible for a Proposer's inability to submit a proposal by the end date and time for any reason, including issues arising from the use of BidSync.
- 4.1.2** Careful attention must be given to all requested items contained in this RFP. Proposers are invited to submit proposals in accordance with the requirements of this RFP. Please read entire solicitation before submitting a proposal. Proposers must provide a response to each requirement of the RFP. Proposals should be prepared in a concise manner with an emphasis on completeness and clarity. Notes, exceptions, and comments may be rendered on an attachment, provided the same format of this RFP text is followed.
- 4.1.3** All information submitted by Proposer shall be typewritten or provided as otherwise instructed to in the RFP. Proposers shall use and submit any applicable or required forms provided by the City and attach such to their proposal. Failure to use the forms may cause the proposal to be rejected and deemed non-responsive.
- 4.1.4** Proposals shall be submitted by an authorized representative of the firm. Proposals must be submitted in the business entities name by the President, Partner, Officer or Representative authorized to contractually bind the business entity. Proposals shall include an attachment evidencing that the individual submitting the proposal, does in fact have the required authority stated herein.
- 4.1.5** All proposals will become the property of the City. The Proposer'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 Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion is a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer 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 Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer 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. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the City.

**4.1.6** One original and two copies plus seven electronic (soft) copy of your proposal shall be delivered in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside by the due date and time (deadline) to the address specified in Section I, 1.2 – Submission Deadline. It is the sole responsibility of the respondent to ensure their proposal is received on or before the date and time stated, in the specified number of copies and in the format stated herein.

**4.1.7** By submitting a response Proposer is confirming that the firm has not been placed on the convicted vendors list as described in Section §287.133 (2) (a) Florida Statutes; 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 firm.

## **4.2 Contents of the Proposal**

The City deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating proposals. Proposals should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. The City prefers that proposals be no more than fifty (50) pages double-sided, be bound in a soft cover binder, and utilize recyclable materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled DVD/CD in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein. These are not inclusive of all the information that may be necessary to properly evaluate the proposal and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the respondent in proposal to specific requirements stated herein or through the RFP.

### **4.2.1 Table of Contents**

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

### **4.2.2 Executive Summary**

Each Proposer must submit an executive summary that identifies the business entity, its background, main office(s), and office location that will service this contract. Identify the officers, principals, supervisory staff and key individuals who will be directly involved with the work and their office locations. The executive summary should also summarize the key elements of the proposal.

### **4.2.3 Experience and Qualifications**

Indicate the firm's number of years of experience in providing the professional services as it relates the work contemplated. Provide details of past projects for agencies of similar size and scope, including information on your firm's ability to meet time and budget requirements. Indicate the firm's initiatives towards its own sustainable business practices that demonstrate a commitment to conservation. Indicate business structure, i.e.: Corp., Partnership, LLC. Firm should be registered as a legal entity in

the State of Florida; Minority or Woman owned Business (if applicable); Company address, phone number, fax number, E-Mail address, web site, contact person(s), etc. Relative size of the firm, including management, technical and support staff; licenses and any other pertinent information shall be submitted.

#### **4.2.4 Approach to Scope of Work**

Provide in concise narrative form, your understanding of the City's needs, goals and objectives as they relate to the project, and your overall approach to accomplishing the project. Give an overview on your proposed vision, ideas and methodology. Describe your proposed approach to the project. As part of the project approach, the proposer shall propose a scheduling methodology (time line) for effectively managing and executing the work in the optimum time. Also provide information on your firm's current workload and how this project will fit into your workload. Describe available facilities, technological capabilities and other available resources you offer for the project.

#### **4.2.5 Proposed Operational Plan**

- A. Provide a summary of the overall concept your company is proposing, including a description of your company's philosophy on Aerial Adventure courses, and how your company will assist the City in establishing an Aerial Adventure course that offers "state-of-the-art" design, construction, equipment, training, facilitation, programming, and safety.
- B. Provide a current certification (if applicable) of Professional Vendor Membership in ACCT. Provide experience on similar or related projects of this size and scope (include location of Aerial Adventure course and contact person who can verify).
  - i) Primary contact for design identified and copy of any appropriate license required for design provided.
  - ii) Primary contact for construction related issued identified and copy of any appropriate license required for general construction provided.
  - iii) Extent of company's principal member's involvement
  - iv) Names of key members who will be performing the work on the project and their responsibilities on this project.
    - Current assignments and location
    - Experience on similar or related projects of this size and scope
    - Unique qualifications
    - Percentage of their time that will be devoted to the entire project
  - v) Names of project manager(s) who will be supervising the construction work on the project and their responsibilities on this project.
    - Current assignments and location
    - Experience on similar or related projects of this size and scope
    - Unique qualifications
    - Percentage of their time that will be devoted to the entire project

- vi) Identify the Company's experience in similar Aerial Adventure course projects (size and scope). List all projects completed within the last three years.
- Team qualifications and experience on similar or related projects
  - Qualifications and relevant experience of the prime contractor
  - Qualifications and relevant experience of sub-contractors, if any
  - Project manager's experience with similar projects
  - Resources available to perform the work for the duration of this project and other on-going projects your company may have.
- C. Provide detailed drawings or photos of the conceptual Aerial Adventure course proposed and each individual element/game proposed for the conceptual design; submit a tentative timetable for permitting/construction. Proposals should include a high degree of flexibility that considers: group size, staffing, age, individual challenge, group challenge, and time allotted to complete course. The Aerial Adventure course should be accessible to people with a variety of physical abilities and challenges.
- i) Outline methods the Contractor will use to design, procure, install and test the Aerial Adventure course.
  - ii) Project schedule shall clearly indicate all work items and project milestones.
  - iii) Submit a list and description of typical construction materials and methods that will be utilized on the project.
  - iv) Contractor shall develop the project milestone dates based upon knowledge of the work to be performed.
- D. Security measures during non-operating and operating hours.
- E. Provide Resumes, Credentials, Professional Affiliations and Certifications (CPR, First Aid, Certified Manager, Practioner I, Practioner II, etc.) for Contractor and their employees associated with this project and manage/operation. Staffing plan for daily operations for Aerial Adventure course and retail concession area shall be included. DO NOT INCLUDE CITY OF FORT LAUDERDALE OR ITS EMPLOYEES AS A REFERENCE.
- F. Proposed uniform for personnel including name tags/identification badges (include photos and specifications).
- G. Safety policies and procedures including;
- Copy of policy and procedures, currently used, relating to safety training for personnel to insure the safety of participant on the Aerial Adventure course, including participant/instructor ratio proposed.



- i) Pre-Aerial Adventure course instruction on the safe operation of the elements within the Aerial Adventure course. Include both verbal and written instructions given to a participant.
  - ii) Copy of Waiver & Release of Liability Form.
  - iii) Copy of notice of mandatory use of safety equipment.
  - iv) Copy of training session(s) for personnel regarding rescue operations / rescue procedures.
  - v) Copy of training manuals for Aerial Adventure course personnel who will be "instructing" participants.
- H. Hurricane Preparedness Plan
- I. Written policy and procedure for internal controls to record sales for Aerial Adventure course and retail concession income. Describe your company's accounting systems, planned frequency of reporting procedures, and management control check and balance systems. Provide a sample of the types of financial operating reports your company will use for this Aerial Adventure course and retail concessions. Include the annual operating statement for a similar-size facility that you operate.
- J. Marketing plans for this Aerial Adventure course.
- K. Any other information, which will assist the City in evaluating your proposal.

**4.2.6** List your proposed individual/group rates for **each contract year.**

<u><b>Description</b></u>	<u><b>Year 1 Rate</b></u>	<u><b>Security Deposit</b></u>
_____	_____	\$_____
_____	_____	\$_____
_____	_____	\$_____

<u>Description</u>	<u>Year 2 Rate</u>	<u>Security Deposit</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
<u>Description</u>	<u>Year 3 Rate</u>	<u>Security Deposit</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
<u>Description</u>	<u>Year 4 Rate</u>	<u>Security Deposit</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

<u>Description</u>	<u>Year 5 Rate</u>	<u>Security Deposit</u>
_____	_____	\$_____
_____	_____	\$_____
_____	_____	\$_____

<u>Description</u>	<u>Year 6 Rate</u>	<u>Security Deposit</u>
_____	_____	\$_____
_____	_____	\$_____
_____	_____	\$_____

<u>Description</u>	<u>Year 7 Rate</u>	<u>Security Deposit</u>
_____	_____	\$_____
_____	_____	\$_____
_____	_____	\$_____

**4.2.7** Detailed discounted pricing program you are proposing for City-sponsored youth/teen programs, and/or City-sponsored teambuilding programs.

**4.2.8 References**

Provide at least three references, preferably government agencies, for projects with similar scope as listed in this RFP. Information should include:

- Client Name, address, contact person telephone and E-mail addresses.
- Description of work.
- Year the project was completed
- Total cost of the project, estimated and actual.

**Note:** Do not include City of Fort Lauderdale work or staff as references to demonstrate your capabilities. The Committee is interested in work experience and references other than the City of Fort Lauderdale.

**4.2.9 Minority/Women (M/WBE) Participation**

If your firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, provide copies of your certification(s). If your firm is not a certified M/WBE, describe your company's previous efforts, as well as planned efforts in meeting M/WBE procurement goals under Florida Statutes 287.09451.

**4.2.10 Subcontractors**

Proposer must clearly identify any subcontractors that may be utilized during the term of this contract.

**4.2.11 Required Forms**

**a. Proposal Certification**

Complete and attach the Proposal Certification provided herein.

**b. Cost Proposal**

Provide firm, fixed, costs for all services/products using the form provided in this request for proposal. These firm fixed costs for the project include any costs for travel and miscellaneous expenses. No other costs will be accepted.

**c. Non-Collusion Statement**

This form is to be completed, if applicable, and inserted in this section.

**d. Local Business Preference (LBP)**

This form is to be completed, if applicable, and inserted in this section

**e. Contract Payment Method**

This form must be completed and returned with your proposal. Proposers must presently have the ability to accept these credit cards or take whatever steps necessary to implement acceptance of a card before the start of the contract term, or contract award by the City.

**f. Sample Insurance Certificate**

Demonstrate your firm's ability to comply with insurance requirements. Provide a previous certificate or other evidence listing the Insurance Companies names for the required coverage and limits.

**g. Business License**

Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida

END OF SECTION

## SECTION 5 – EVALUATION AND AWARD

### 5.1 Evaluation Procedure

#### 5.1.1 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.

**5.1.2** Evaluation of proposals will be conducted by an Evaluation Committee, consisting of a minimum of three members of City Staff, or other persons selected by the City Manager or designee. All committee members must be present at scheduled evaluation meetings. Proposals shall be evaluated based upon the information and references contained in the responses as submitted.

**5.1.3** The Committee may short list no less than three (3) Proposals, assuming that three proposals have been received, that it deems best satisfy the weighted criteria set forth herein. The committee may then conduct interviews and/or require oral presentations from the short listed Proposers. The Evaluation Committee shall then re-score and re-rank the short listed firms in accordance with the weighted criteria.

**5.1.4** The City may require visits to the Proposer's facilities to inspect record keeping procedures, staff, facilities and equipment as part of the evaluation process.

**5.1.5** The final ranking and the Evaluation Committee's recommendation may then be reported to the City Manager for consideration of contract award.

### 5.2 Evaluation Criteria

**5.2.1** The City uses a mathematical formula to determine the scoring for each individual responsive and responsible firm based on the weighted criteria stated herein. Each evaluation committee member will rank each firm by criteria, giving their first ranked firm as number 1, the second ranked firm a number 2, and so on. The City shall average the ranking for each criterion, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified herein. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

#### 5.2.2 Weighted Criteria

<b><u>ABILITY TO MEET OBJECTIVES</u></b>	
Understands the scope of the project	10%
Use of natural park setting, environmental impact including use of recyclable and/or environmentally friendly building materials.	10%
Conceptual plan of Aerial Adventure course, including but not limited to, variety of equipment (which must include a zip line) variety of services offered (children, teens, adults, physically/mentally	25%

challenged, team building), proposed equipment (number and types of stations/games), Zip Line and implementation schedule and proposed concession structure	
Quality of information provided for participant instructions, safety/rescue plan, marketing plan.	10%
References, years in business, experience, qualifications, past performance of the proposing firm, including persons proposed to design, build, manage and operate an Aerial Adventure course. Preference will be given to ACCT certified builders and ACCT certified staff.	15%
<u>COST SAVINGS</u>	
Annual Facility Use Fee	25%
Retail Concession Percentage	5%
TOTAL PERCENT AVAILABLE:	100%

### 5.3 Contract Award

The City reserves the right to award a contract to that Consultant who will best serve the interest of 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 of the submittal requirements and RFP process.

An evaluation committee of qualified City Staff or other persons selected by the City will review/assess 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 will review each proposal and rank each per the evaluation criteria as stated in this RFP and determine finalists for further consideration. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score/rank the finalists' proposals. The evaluation committee will then make a recommendation to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Proposers as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer 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 Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of 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 proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer 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

END OF SECTION



**SECTION 6 – COST PROPOSAL PAGE****Contractor Name:** \_\_\_\_\_

Contractor agrees to pay the City the fees, rates and percentages bid below in accordance with the terms, conditions and specifications contained in this RFP.

**Failure to use the City's COST PROPOSAL Page may deem your proposal non-responsive.****1. Annual Facility Use Fee proposed****Year One:**

\$ \_\_\_\_\_/month X 12 months = \$ \_\_\_\_\_/annually

(preferred minimum \$2,000 per month/\$24,000 annually)

**Year Two:**

\$ \_\_\_\_\_/month X 12 months = \$ \_\_\_\_\_/annually

(preferred minimum \$2,700 per month/\$32,400 annually)

**Year Three:**

\$ \_\_\_\_\_/month X 12 months = \$ \_\_\_\_\_/annually

(preferred minimum \$3,400 per month/\$40,800 annually)

**Sub Total: (Years 1, 2 & 3)** \$ \_\_\_\_\_**Year Four:**

\$ \_\_\_\_\_/month X 12 months = \$ \_\_\_\_\_/annually

(preferred minimum \$3,900 per month/\$46,800 annually)

**Year Five:**

\$\_\_\_\_\_/month X 12 months = \$\_\_\_\_\_/annually

(preferred minimum \$4,400 per month/\$52,800 annually)

**Year Six:**

\$\_\_\_\_\_/month X 12 months = \$\_\_\_\_\_/annually

(preferred minimum \$4,900 per month/\$58,800 annually)

**Year Seven:**

\$\_\_\_\_\_/month X 12 months = \$\_\_\_\_\_/annually

(preferred minimum \$5,300 per month/\$63,600 annually)

**Grand Total:** \$\_\_\_\_\_/7 years

**AND**

Percentage in the amount of \_\_\_\_\_% (**20% minimum**), of Gross Concession Revenue, net of sales tax.

Note: Retail concession items for sale at the Aerial Adventure course site: goods, food or beverages, including but not limited to, t-shirts, hats, water bottles, water, sports drinks, energy bars, etc. or any other items approved for sale as a retail concession item, as outlined in Part IV - Technical Specifications/Scope of Services, Section 03. NO AERIAL ADVENTURE COURSE RETAIL EQUIPMENT SALES ARE PERMITTED.

Note: All payments will be paid monthly over 12 – month period

Contractor estimates that he will generate \$\_\_\_\_\_ in gross receipts over the initial year of the contract.

Based on the Aerial Adventure course proposed, Contractor estimates that he will initially invest \$\_\_\_\_\_ in capital improvement to provide the services specified in this RFP.

## 2. Retail Concession Items for Sale

List all retail concession items you are proposing for sale at the Aerial Adventure course area.

Note: "concession items for sale at the Aerial Adventure course site: goods, food or beverages, including but not limited to, t-shirts, hats, water bottles, water, sports drinks, energy bars, etc." (Part III – Technical Specifications/Scope of Services, Section 03 – Use of retail Concession Area).

<u>Description</u>	<u>Total Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(use additional sheets if necessary)

Contractor shall provide the methodology behind all of the fees provided in Sections 1 and 2 above.

3. Written policy and procedure for internal controls to record rentals/participants for Aerial Adventure course income and for any retail concession retail concession site goods, including but not limited to, t-shirts, refreshments, water bottles. Describe your company's accounting systems, planned frequency of reporting procedures, and management control check and balance systems for retail concession site goods, including but not limited to, t-shirts, refreshments, water bottles. Provide a SAMPLE for the types of financial operating reports your company will use for both rentals/participants and for retail concession item sales.

### Submitted by:

_____ Name (printed)	_____ Signature
_____ Date	_____ Title

**CITY OF FORT LAUDERDALE  
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services 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 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 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 one hundred twenty (120) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 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.
- 1.08 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.
- 1.09 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.

#### **1.10 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. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers 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 proposer 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.

#### **1.11 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.

#### **1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS**

The bidder or proposer 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 Proposers.

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 PROPOSER – That Proposer, 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 Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.

CONTRACTOR – Successful Bidder or Proposer 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 Proposer 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, Proposer, 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 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.

- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 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.
- 3.05 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.
- 3.06 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.
- 3.07 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.
- 3.08 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.
- 3.09 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.
- 3.10 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.
- 3.11 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.
- 3.12 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.
- 3.13 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.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashier's check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS/TRADE SECRETS/COPYRIGHT:** The Proposer'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 Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer'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 Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer 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 Proposer's response to the RFP constitutes a Trade Secret. The city's determination of whether an exemption applies shall be final, and the proposer 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.

**3.16 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.

**3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

**3.18 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.

**3.19 BID PROTEST PROCEDURE:** ANY PROPOSER 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 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

**4.02 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 Safety Data Sheet (SDS).
- 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 Proposer 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 attorney's 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 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 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.
- 5.13 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.
- 5.14 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.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor,



and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve them of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 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.
- 5.18 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.
- 5.19 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.
- 5.20 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.
- 5.21 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.
- 5.22 PUBLIC AGENCY CONTRACTS FOR SERVICES:** if applicable, for each public agency contract for services, Contractor is required to comply with F.S. 119.0701, which includes the following:
- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
  - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
  - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

**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**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**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 CERTIFICATION**

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

If you are a foreign corporation, you 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/>).

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

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 of General Conditions**): \_\_\_\_\_

Total Bid Discount (**section 1.05 of General Conditions**): \_\_\_\_\_

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

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

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

**VARIANCES:** If you take exception or have variances to any term, condition, specification, scope of service, or requirement in this competitive solicitation you must specify such exception or variance in the space provided below or reference in the space provided below all variances contained on other pages within your response. Additional pages may be attached if necessary. No exceptions or variances will be deemed to be part of the response submitted unless such is listed and contained in the space provided below. The City does not, by virtue of submitting a variance, necessarily accept any variances. If no statement is contained in the below space, it is hereby implied that your response is in full compliance with this competitive solicitation. If you do not have variances, simply mark N/A. **If submitting your response electronically through BIDSINC you must also click the "Take Exception" button.**

The below signatory 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/proposal. 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. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that in no event shall the City's liability for respondent's direct, indirect, incidental, consequential, special or exemplary damages, expenses, or lost profits arising out of this competitive solicitation process, including but not limited to public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings exceed the amount of Five Hundred Dollars (\$500.00). This limitation shall not apply to claims arising under any provision of indemnification or the City's protest ordinance contained in this competitive solicitation.

Submitted by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Title

**ADDENDUM NO. 1**

RFP No. 565-11551

TITLE: Aerial Adventure Course, Snyder Park

ISSUED: February 10, 2016

This addendum is being issued to make the following changes:

1. Section 2.27 Contract Period: OPERATION AND QUALITY SERVICES:  
The first two sentences have been changed and shall now read:

The operational phase is to begin upon obtaining certificate of completion for a period of ~~three~~ **five** years. The City reserves the right to extend the revenue contract for two additional ~~two~~ **five**-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.

2. The end date has been changed to February 24, 2016.

All other terms, conditions, and specifications remain unchanged.

AnnDebra Diaz, CPPB  
Senior Procurement Specialist

Company Name: \_\_\_\_\_  
(please print)

Bidder's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## Question and Answers for Bid #565-11551 - Aerial Adventure Course, Snyder Park

### Overall Bid Questions

**Question 1**

Is there an estimated or set budget for this project? (Submitted: Jan 19, 2016 4:14:47 PM EST)

**Answer**

- There is not a set budget however there are preferred annual minimums of revenue due. Refer to Section 6 of the RFP document. (Answered: Jan 20, 2016 8:02:13 AM EST)