

## **Solicitation 535-11208**

### **Concession & Catering Services, War Memorial Auditorium**

**Bid designation: Public**



**City of Fort Lauderdale**

## Bid 535-11208

### Concession & Catering Services, War Memorial Auditorium

Bid Number 535-11208  
Bid Title Concession & Catering Services, War Memorial Auditorium

Bid Start Date Apr 18, 2013 8:44:24 AM EDT  
Bid End Date May 28, 2013 2:00:00 PM EDT  
Question &  
Answer End Apr 30, 2013 5:00:00 PM EDT  
Date

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

#### Description

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide a food and beverage concession and catering services at War Memorial Auditorium for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). It is the intent of the City to award a single contract to the top ranked proposer responding to this RFP.

#### Added on May 16, 2013:

The opening date has changed to May 28, 2013.

All other terms, conditions and specifications remain unchanged.

**RFP # 535-11208****TITLE: War Memorial Concession & Catering Services****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide a food and beverage concession and catering services at War Memorial Auditorium for the City's Parks and Recreation Department, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). It is the intent of the City to award a single contract to the top ranked proposer responding to this RFP.

**02. INFORMATION OR CLARIFICATION**

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

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

**03. TRANSACTION FEES**

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

**04. PRE-PROPOSAL SITE VISIT**

It will be the sole responsibility of the Contractor to inspect the City's location(s), facilities, systems prior to submitting a proposal. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, equipment, materials, and labor required. Proposers are advised to contact **Orlando Castellano, Parks and Recreation** Department at **954-828-5382** to make arrangements for a site visit.

**05. ELIGIBILITY**

To be eligible for award of a contract in response to this solicitation the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation, are normally and routinely engaged in performing such services and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

06. RFP DOCUMENTS

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

07. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for that product/service that will best serve the needs of the City of Fort Lauderdale.

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

08. PRICE VALIDITY

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

**PART II - RFP SCHEDULE**

EVENT	DATE/TIME
Release of RFP	Thursday, April 18, 2013
Deadline for Questions/Request for Clarifications	Tuesday, April 30, 2013
Addendum Release (if required)	Thursday, May 2, 2013
Proposal Due Date/Time (Deadline)	Thursday, May 16, 2013, 2:00PM EST

### PART III - SPECIAL CONDITIONS

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City or September 4, 2013, whichever is later, and shall expire three (3) years from that date. The City reserves the right to extend the contract for two (2) additional one (1) 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.

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.

07. **COST ADJUSTMENTS**  
Fees quoted shall be firm for the initial contract term (three years). No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if 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 Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

10. 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.

11. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor 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.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor 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 Contractor thirty (30) days written notice.

12. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract 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 on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor 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 Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

13. **SUBSTITUTION OF PERSONNEL**

It is the intention of the City that the Contractor's personnel proposed for the contract will be available for the initial 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.

14. **INSURANCE**

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

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification

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

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

### **Workers' Compensation and Employers' Liability Insurance**

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

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

### **Commercial General Liability Insurance**

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

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

This coverage must include, but not limited to:

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

### **Food/Beverage/Liquor Service Coverage**

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

### **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

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

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

Certificate holder should be addressed as follows:

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

15. SUBCONTRACTORS

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

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

16. INSURANCE – SUBCONTRACTORS

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

17. PROPOSAL SECURITY

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 first year's minimal concession fee as proposed. A proposal security can be in the form of a bid bond or cashiers check. Proposal security will be returned to the unsuccessful contractor as soon as practicable after opening of proposals. Proposal security will be returned to the successful bidder after acceptance of the Payment and Performance Bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or other conditions as stated in Special Conditions or elsewhere in the RFP.

Failure of the successful 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.

18. PAYMENT AND PERFORMANCE BOND

The Contractor shall within fifteen (15) working days after notification of award, furnish to the

City a Payment and Performance Bond, in the face amount of \$25,000 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.

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

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.

19. PERMITS, LICENSES

The Contractor agrees to obtain and pay for all permits, licenses, and business taxes, including Alcoholic Beverage Licenses and Broward County Health Department certifications as 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 concession operation. The Contractor shall comply with all City, County, State and Federal rules, regulations and laws, as may be amended from time to time.

Alcoholic Beverages are to be offered for sale by the Contractor to the extent permitted by applicable state and local laws, and subject to regulations established by the City. The final decision as to whether or not Alcoholic Beverages may be sold at an event, or in any area of the Facility, shall be at the sole discretion of the City. The decision to serve or refuse service of Alcoholic Beverages to any individual shall be the sole responsibility of the Contractor.

20. GROSS RECEIPTS

The term "gross receipts" as used herein shall include all receipts, including gross concession receipts and gross catering receipts, whether collected or accrued, derived by Contractor from all business conducted upon or from the premises, including but not limited to receipts from sale of food, beverages, beer and wine, alcohol, merchandise, or from any source whatsoever excluding sales tax.

21. RENT

The Contractor shall pay to the City a monthly rental fee based on the percentage of monthly gross concession receipts plus the percentage of monthly gross catering receipts submitted in the proposal section of this RFP and accepted by the City. The minimum acceptable percentages are as follows:

- 33.5% of monthly gross concession receipts net of sales tax
- 20.0% of monthly gross catering receipts net of sales tax

Said monthly rental shall be paid to the City by the 15<sup>th</sup> of each month for the preceding month, and said payment shall be accompanied by a statement of gross receipts for the preceding month.

It is also understood that any applicable tax on rental payments shall be added to the rental payment to the City, which the City will then pay to the State. The City is to receive the rental amount as net, free and clear of all costs and charges arising from, or relating to, said premises. Rent tax, paid directly to the City, is computed as follows: State prevailing rent tax times agreed upon percentage of gross receipts net of sales tax.

The first Contract year shall commence upon final execution of the Contract by the City.

All payments shall be submitted as directed by the Contract Administrator.

All payments shall be presented, in the form of a cashier's check or certified check, payable to the City of Fort Lauderdale.

The failure of the first ranked proposer to comply with the payment schedule as stated will result in the disqualification of this proposer and award of Contract to the second ranked proposer.

#### Penalty for Late Payments

In the event Contractor fails to pay any rental payment due hereunder within five (5) days of the due date, there shall be added to such payment a late charge of \$100.00 and interest at the highest rate allowed by law until the rental payment is brought up to date.

#### 22. ANNUAL REPORTS

The Contractor shall submit an annual CPA certified statement of gross receipts, a balance sheet and a profit and loss statement specifically related to this concession to the City, in a form consistent with generally accepted accounting principles. Such statement shall be accompanied by a report from an independent CPA firm.

The annual CPA certified statements shall be submitted to the Contract Administrator.

The form of all records and reports shall be subject to the approval of the City Manager or designee. The Contractor must comply with recommendations for changes, additions, or deletions by the City Manager or designee. 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.

#### 23. SALES TAXES

Florida State Sales Tax (Tax) is due on all transactions pursuant to Florida Statutes and the Rules in Chapter 12 of the Florida Administrative Code, (FAC) promulgated by the Florida Department of Revenue.

The Contractor shall be responsible for collecting and reporting all sales tax to the Florida Department of Revenue.

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

## 24. RECORDS

Contractor shall submit a detailed report of each event and statement shall be provided to the City within forty-eight (48) hours after completion of event. Within fifteen (15) days after each month of the term thereof, Contractor shall deliver to City a written monthly statement of the daily gross receipts clearly indicating the revenue derived for such month certified by Contractor to be true, accurate and complete, and shall pay to the City at that time the percentage due plus any applicable sales tax for said events.

To ensure accurate accounting and recording of sales, the Contractor shall utilize a cash register in all operations at which cash and payments are received to insure the proper control and accounting of revenue. Daily cash register tapes must be saved and available for the City to compare with the monthly statements.

Contractor shall submit required documentation with each payment, such as copies of dated and numbered receipts for each transaction. Summary work sheets of gross revenue collected with totals and applicable compensation due to the City.

In the event the City is not satisfied with any statement submitted by the Contractor, the City shall have the right to make a special audit, by auditors selected by the City, of all books and records required to be made and preserved by the Contractor. If such audit determines that there is a deficiency in excess of 1% payable to the City, the amount thereof and the cost of the audit shall be paid immediately by the Contractor.

The Contractor shall be required to establish and maintain a system of bookkeeping and accounting including inventory controls, subject to approval by the City Manager or designee. Contractor shall keep on the premises, or such other place within Miami-Dade, Broward or Palm Beach County, Florida, approved by City, true, accurate, and complete records and accounts of all sales, rentals, and business being transacted upon or from the premises and shall give the City or City's representative access during reasonable business hours and upon three (3) business days notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine in order to certify a statement of Contractor's gross receipts pursuant to generally accepted auditing standards.

## 25. DEFAULT

In the event of any of the following the City may terminate this Contract for default if the Contractor:

1. 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. abandons or vacates the premises prior to the expiration of the term hereof, or
3. 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.

In the event the Contractor defaults in the performance of the contract, the City shall have the following options:

- A. The City Manager or designee shall give the Contractor a fourteen-day written notice of default. If the problem is not resolved within the fourteen days the City may terminate the

contract upon forty-eight hours written notice, assume the operation of said concession and exclude the Contractor from the premises and:

- B. City may retain any of Contractors' money in its possession and any of the Contractor's property on the premises and apply same to payment of any and all claims which may be due to the City and/or:
- C. City may recover at law any and all claims which may be due City and/or:
- D. City may perform such work as it deems necessary to cure said default and charge Contractor for the full cost of labor and materials expended, plus thirty percent (30%) of said cost for administrative overhead, and/or:
- E. City may recover damages from forfeited amount of Contractors performance bond.

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, and/or
- d. the acceptance of all or part of monies due for any period after a default shall not be deemed a waiver of any of these options, not a waiver of the default of subsequent default of the same or any other term, covenant and condition.

The Contractor, in accepting an agreement, agrees that the City shall not be liable to prosecute for damages in the event that the City declares the Contractor in default hereunder.

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.

## 26. TERMINATION FOR CONVENIENCE/PARTIAL TERMINATION

In the event of termination or partial termination by City of the Contract pursuant to this Subsection, Contractor hereby acknowledges and agrees that it shall not have any claim, demand, or cause of action of whatsoever kind of nature, against the City, its agents, servants and employees, including but not limited to, claims for interference in business or damages for interruption of services or interference in its concession operations for War Memorial Auditorium.

## 27. SURRENDER OF CONCESSION AREA

At the expiration of this Contract, or earlier termination in accordance with the terms of this

Contract, Contractor shall surrender the Concession Area in same condition as the Concession Area was prior to the commencement of this Contract, reasonable wear and tear excepted. 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 this Contract. Continued occupancy of the Concession Area after termination of the Contract shall constitute trespass by the Contractor, and may be prosecuted as such.

28. **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 this Contract without being prejudiced as to any remedies which may be available to it for breach of Contract.

29. **INSPECTION OF PREMISES**

For the purposes of inspection, City reserves the right to enter any part of the Concession Area at any time during the period the business is to be open under the terms of this Contract.

30. **NOTICES**

All notices and 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.

31. **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.

32. **SIGNS**

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 Auditorium Manager.

33. AUTHORITY

Use by the Contractor of the premises shall be coordinated with the Director of Parks and Recreation, or designee. The Director shall have the authority to suspend all or any portion of any of the activities of the Contractor when, in the Directors opinion, such may be or are detrimental to the public or to the City, or is the City has reason to believe any law or ordinance is being violated by the Contractor, or its agents, employees, or patrons. In the event the Director so suspends activities for a period of 45 or more consecutive days, the Contractor shall have the right to cancel the agreement.

34. SUBLEASE AND ASSIGNMENT

Contractor shall not sublease the premises or any part thereof nor enter into any concession agreement, nor assign this agreement or any portion thereof to any other person or firm without first obtaining the prior written approval of the City. The City reserves the right to reject any such request in its best interest and without penalty.

35. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

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

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

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

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

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

36. PUBLIC ENTITY CRIMES

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

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor,

supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

37. DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities, 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.

38. 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.

39. LOBBYING ACTIVITIES

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

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

40. 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.

41. 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/general/contractsample021412.pdf>

## PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

### 01. GENERAL INFORMATION/INTENT

The War Memorial Auditorium is a City of Ft. Lauderdale owned and operated auditorium located at 800 NE 8 Street, Fort Lauderdale, FL, with a seating capacity of 2,110.

Contractor must have the capability to service medium to large outdoor special events 4-5 times a year. Additional portable equipment would need to be brought in for these events. I.E. tents, Beverage Units, Cooking Equipment, Staffing, etc.

It is the intent of this RFP to award a single contract to provide food and beverage service for War Memorial Auditorium with the highest quality products, most efficient services and highest revenues, per the specifications in this RFP.

### 02. THE CITY RESERVES THE RIGHT TO:

Approve promotional giveaways by tenants, which may conflict with food and beverage sales.

Approve the use of outside firms for "catering" type functions. A catering fee will be established for these types of events. Successful Contractor will have first right of refusal for catering services.

Approve all advertising sales. The City may request use of a specific product by Contractor at a price to be competitive with market price.

Allow selected groups to provide specialty food items at selected events, i.e. ethnic festivals, kosher foods, or tenant special requirements that are not normally provided by the Contractor, the City may exclude these foods from the Contract. In such case, a best effort basis will be made to have Contractor provide soft drinks, coffee, tea, hot chocolate, beer or other liquid refreshments.

Shall not interfere with the free distribution of food or drinks or any items of any nature whatsoever, where the City has authorized such distribution. Free samples, of a size and type to be approved by the City, may be given away by, or on behalf of, or with permission of any person or organization, which has properly engaged the facilities at the discretion of the City.

Approve all novelty and program sales. Contractor may be requested to act as agent for the City in which case a negotiated fee or percentage will be agreed upon for services rendered. Such fee will be agreed upon between the Auditorium Manager and Contractor manager.

Approve all food and beverage prices.

Limit hours of operation of selling of particular items as a result of tenant event requirements or event compatibility.

Engage in, or contract for, outside catering services for only City sponsored events.

### 03. OPERATING REGULATIONS

The Contractor shall, at all times, comply with all rules, regulations and ordinances of City and any other governmental agency having jurisdiction. The Contractor shall further take all precautions and extreme care to conduct its activities in a safe and prudent manner with respect to its agents, employees, members, visitors and participants in any activity within the

premises.

Contractor shall keep the concession facility reasonable stocked and reasonably staffed to serve the patrons thereof, and Contractor shall maintain a standard of quality of food and beverage at least equal to similar operations in the premises at reasonably comparable prices.

Placement/location of temporary and/or portable bars and/or food sale/service/preparation areas shall be at the discretion of Auditorium Manager, whether within or on the exterior of the Auditorium.

The concession shall be open whenever events are scheduled. Expanded hours are permissible with the prior approval of the Director. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

The Contractor shall be responsible for securing any and all licenses and/or permits for food and alcohol service. Any fee or payment charged for applicable licenses and/or permits are at the sole expense of the Contractor. This shall relate to laws currently in force and those adopted later. Contractor shall prepare, final, and process all applications for renewal of licenses and/or permits.

The Contractor, his/her representatives and employees shall adhere to all City, County and State laws and regulations relating to the operational use of the sale of food and beverage at War Memorial Auditorium. This shall relate to laws currently in force and those adopted later.

Alcoholic beverages are to be offered for sale by the Contractor to the extent permitted by applicable state and local laws, and subject to regulations established by the City. The decision as to whether or not alcoholic beverages may be sold at an event, or in any designated area of the facility, shall be at the sole discretion of the City. The decision to serve or refuse service of alcoholic beverages to any individual shall be the sole responsibility of the Contractor.

Provide permanent menu boards showing items offered, portion, etc. Permanent menu boards must be approved by the Auditorium Manager.

Proposed menus for all food and beverage services to be provided in the facility or at outdoor events, showing portion size and proposed selling prices. Include alcoholic beverages, concessions and catering. Proposed menus with pricing shall be included in the proposal section of this RFP.

Contractor shall be responsible for providing appropriate condiments and dining accessories to customers that are being sold and/or beverage products from the concession. Condiments and dining accessories shall be provided at no additional cost to the customer. Such types of condiments and dining accessories include, but are not limited to the following: ketchup, mustard, mayonnaise, straws, eating utensils, disposable plates, bags, disposable cups and napkins.

Honor any sponsorship agreements the City enters into.

Vend all drinks in covered containers, where applicable.

Obey all health and safety rules.

Present all products in a pleasing and attractive manner.

Make all items readily accessible to the public.

Provide highest quality standard of product and presentation. All items shall be prepared fresh for each event day.

No offsite or subcontracted sales are permitted from the facility. Contractor is not allowed to operate off-site functions from the facilities or remove equipment except to other facilities owned by the City, unless equipment is solely owned by the Contractor.

Contractor shall have exclusive kitchen privileges; operator may not assign kitchen privileges to any other caterer or Contractor or food service operator.

The Contractor will agree to accept all Catering contract terms, conditions, pricing and menus executed by the incumbent Contractor for events that will occur after. Contractor will receive credit for all deposits on same, made to current Contractor.

At the termination of the Contractor's Contract, Contractor will assign all catering contracts and catering deposits, for events that are scheduled to occur after the effective date of termination, to the succeeding caterer.

#### 04. APPEARANCE OF PREMISES

Contractor must, in accordance with all applicable laws, ordinances, rules, and regulations, maintain, at its sole expense, all assigned areas of the facility, including the space within a 25 foot radius of each area, including, but not limited to, kitchen, concession stands, loading areas, dumpster areas, any area used by staff, portable food stands, bars, buffets, condiment stands, storage and preparation areas in a clean, sanitary, and orderly fashion.

Contractor must provide adequate pest control. Such services must be performed by a Contractor licensed by the State and approved by the Auditorium Manager.

Contractor will maintain a "Clean As You Go" attitude in all areas of the facilities that they use. This includes, but is not limited to, loading areas, receiving areas, dumpster areas, equipment areas, and any areas used by employees. Trash, spills, Food Service storage containers and other debris must be removed immediately to maintain the Facility in a first class or tour ready condition. In addition, all portable equipment must be thoroughly cleaned before moving to storage areas.

Contractor shall, at its sole expense, maintain the premises in a clean, attractive and orderly condition. The Contractor shall be responsible for the prompt removal of all trash, litter, and debris which accumulates on or about the premises which is attributable directly or indirectly to or arising out of its use, specifically including any litter left by the Contractor, its visitors or spectators. The Contractor shall deposit all such trash, litter, garbage and debris in the containers provided by the City. The Contractor will be responsible to bring all trash and garbage from all food service areas to the designated dumpster or recycling areas, as determined by the City.

Remove all storage equipment, canisters, kegs, etc. to the designated storage area or trash disposal area immediately upon completion of event.

05. UTILITIES AND EQUIPMENT MAINTENANCE

The City will provide HVAC, electricity, and water service for the Contractor's operation. Contractor will utilize prudent energy management.

The cost to repair or replace any utility service or lines due to Contractor's negligence shall be at the Contractor's sole expense. Contractor shall take all precautionary measures necessary to ensure that grease is not discharged into the sewers.

The City shall not be liable or responsible for any failure to furnish services such as electricity, water, or drainage service, which failure is caused or brought about in any manner by strike, act of God or other work stoppage, federal, state, or local government action, the breakdown or failure of apparatus, equipment, or machinery employed in its supply of said services, any temporary stoppage for the repair, improvement, or enlargement thereof, or any act or condition beyond its reasonable control. Further, the City shall not be liable or responsible for any consequential economic or property loss or damage caused or brought about by any such occurrence.

The Contractor shall be responsible for any goods, merchandise or equipment stored at the facility, and Contractor's insurance should cover any damages to Contractor's personal property resulting from a power failure, flood, fire, explosion and/or other causes.

All equipment provided by the Contractor will remain the property of the Contractor and any maintenance required thereon shall be at the sole expense of the Contractor. The City shall incur no obligation for repairs to equipment provided by the Contractor.

During the term hereof, Contractor, at Contractor's sole expense, shall, to the satisfaction of the City, keep and maintain the premises and all improvements and City provided equipment thereon in good and sanitary order, condition, and repair, consistent with similar operations in the Dade, Broward and Palm Beach County. Upon expiration or termination hereof, Contractor shall surrender and deliver up to the City the premises and all appliances and equipment provided by the City in good and usable condition, ordinary wear and tear expected.

06. EMPLOYEE QUALIFICATIONS AND APPEARANCE

Contractor shall employ the necessary personnel to conduct the operations at the facilities in accordance with the terms and conditions of this Contract.

All food service employees are employees of the Contractor and not the City. The Contractor shall at all times be an independent Contractor, and the Contract shall not in any way create or form a partnership or joint venture with the City. No agent, servant, or employee of the Contractor shall under any circumstances be deemed an agent, servant or employee of the City.

Contractor shall employ workers to service this operation who are literate, clean, well groomed and courteous. An experienced employee shall be present to oversee the daily operation of this 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 Concession is in operation.

Upon award, Contractor shall provide the City with a list of all employees who will be working

at War Memorial Auditorium. A phone number shall also be provided for each employee. Contractor shall notify the City of additions and deletions as they occur.

Contractor must conduct regular scheduled training sessions, as approved by the Auditorium Manager, throughout the year, for all personnel. At a minimum, the training will consist of customer service, alcohol awareness training, and food preparation and sanitation skills training. A description of training programs used for service personnel including the customer service and alcohol awareness and food preparation/sanitation training shall be made part of the proposal section of this RFP.

Contractor shall require all employees to be attired in a standard uniform of the Contractor's choice. Said uniform shall be neat and appropriate for the type of operation and shall be approved by the City. Depictions and/or photographs of said uniforms shall be submitted with this RFP. Uniforms are subject to approval by Auditorium Manager.

Contractor employees shall be at all times neatly and cleanly uniformed in Auditorium Manager approved uniforms and must meet grooming guidelines and appearance standards prescribed for such employees by the Contractor and Auditorium Manager.

07. EQUIPMENT

During the term hereof, Contractor, at Contractor's sole expense, shall, to the satisfaction of the City, keep and maintain the premises and all improvements and City provided equipment thereon in good and sanitary order, condition, and repair, consistent with similar operations in the Dade, Broward and Palm Beach County premises. Upon expiration or termination hereof, Contractor shall surrender and deliver up to City the premises and all appliances and equipment provided by the City in good and usable condition, ordinary wear and tear expected.

08. CAPITAL UPGRADES

The successful proposer shall be required to make an initial investment of approximately \$15,000.00 in capital improvements. Proposer is to submit with this proposal a list of equipment that he/she proposes to furnish under this requirement. Final listing shall be mutually agreed upon by the Contractor and the City. Said capital improvements shall become the property of the City upon completion of the contract.

During the estimated useful life of the required capital improvements, depreciation shall be computed as follows:

Year 1	30%	Year 4	15%
Year 2	25%	Year 5	10%
Year 3	20%		

Should the contract be terminated by the City, vendor shall be reimbursed for capital improvements made and documented with evidence of ownership less accumulated depreciation in accordance with above referenced schedule, prorated accordingly. Should the contract be terminated by Contractor during the first two years, or by default, the improvements made by the Contractor shall revert to the City without any compensation to the Contractor.

09. SECURITY

The Contractor must provide, and have sole responsibility for, all security measures, which may be required to protect the concession area, equipment and materials. Said security measures may not violate other restrictions of this agreement.

10. LIST OF EVENTS

A schedule of the past year's events is listed below. While it is projected that attendance will continue as it has in the recent past, failure on the part of the City to meet event projections shall not relieve the Proposer from the obligation to comply with the Contract.

**EVENTS HELD AT WAR MEMORIAL AUDITORIUM  
OCTOBER 2011 – SEPTEMBER 2012**

DATE	EVENT	APPROXIMATE ATTENDANCE	TICKET PRICE
<u>OCTOBER 2011</u>			
7	FIGHT TIME	385	\$75, \$55, \$45, \$35
13-29	VILLAGE OF HORRORS	7,757	\$13 \$25 \$30 \$40
27-31	BOAT SHOW PARKING	776	\$6
		TOTAL 8,918	8,918
<u>NOVEMBER 2011</u>			
4	SLIM GOODBODY	1,686	SCHOOL GROUPS
5	CONCORD GRADUATION	710	GRAD
11	MEDVANCE	733	GRAD
13	S.F. INT'L HAIR EXPO	94	\$10
16	PINOCCHIO	557	SCHOOL GROUPS
18	SANFORD BROWN GRADUATION	855	GRAD
19-20	MARINE FLEA MARKET	1,665	\$5
26-27	SUNCOAST GUN SHOW	4,816	\$8, \$7
29	NATIONAL BD of EXAMINERS	250	NOT OPEN TO PUBLIC
		TOTAL 11,366	20,284
<u>DECEMBER 2011</u>			
2	EVEREST INSTITUTE GRADUATION	300	GRAD
3	INDIE CRAFT SHOW	321	\$4
9	BAD BLOOD MMA	406	\$60, \$45, \$35, \$25
10	ROLLER DERBY	198	\$20, \$15, \$10
27-28	HOLIDAY ANTIQUE SHOW	473	\$6
31-Jan 2, 2011	INT'L GEM & JEWELRY SHOW	1,190	\$8
		TOTAL 2,888	22,922

JANUARY 2012

6-8	CAR COLLECTOR AUCTION	2,438	\$10, \$5, FREE
14-15	GUN & KNIFE SHOW	5,648	\$8, \$7
20-22	FORT LAUDERDALE ORCHID SHOW	4,669	\$10, \$5 IN ADVANCE
28-29	SE FLORIDA CHAMBER EXPO	1,712	FREE

TOTAL 14,467 37,389

FEBRUARY 2012

4-5	REPTICON	1,782	\$10, \$5
10-12	SAVE OUR HISTORY	833	\$10, \$5
15	SEFAA MAINTENANCE MANIA	200	FREE
17	FIGHT TIME	1,188	\$75, \$55, \$45, \$35
18	ROLLER DERBY	469	\$20, \$15, \$10
20-21	PREVIEW KIDS EXPO	180	NOT OPEN TO PUBLIC

25-26 GUN &amp; KNIFE SHOW

6,092

\$8, \$7

TOTAL 10,744 48,133

MARCH 2012

6	WIZARD of OZ	1,536	SCHOOL GROUPS
10-11	PRIDEFEST	7,454	\$10
16-18	QUILT SHOW BY THE SEA	1,467	\$8
24-25	GUN & KNIFE SHOW	5,635	\$8, \$7
30-31	RING of HONOR	1,614	\$90, \$40, \$30, \$20

TOTAL 8,716 56,849

APRIL 2012

1	BIGEN BARBER SHOWDOWN	100	FREE
20	IMPACT WRESTLING	500	\$50, \$35, \$20
21	ATI GRADUATION	795	GRAD
26	BOLD JUSTICE	1,200	FREE
27	FIGHT TIME	1,646	\$75, \$55, \$45, \$35
28	ROLLER DERBY	590	\$10, \$15, \$20

TOTAL 4,831 61,680

MAY 2012

5-6	GUN & KNIFE SHOW	4,955	\$8, \$7
12-13	REPTICON	1,295	\$10, \$5
19	CONCORDE CAREER INST	543	GRAD
20	AMERICAN HERITAGE GRADUATION	1,865	GRAD
26	CARDINAL GIBBONS GRADUATION	1,491	GRAD
26	ROLLER DERBY	516	\$10, \$15, \$20

TOTAL 8,658 70,338

JUNE 2012

1	SANFORD BROWN	650	GRAD
2	HALLANDALE BEACH	1,271	GRAD
2	McFATTER	1,173	GRAD
2	STRANAHAN	1,731	GRAD
3	DILLARD	1,762	GRAD
3	FORT LAUDERDALE	1,734	GRAD
4	HOLLYWOOD HILLS	1,420	GRAD

6	SHERIDAN TECH	1,213	GRAD
7	COCONUT CREEK	1,191	GRAD
8	SOMERSET	1,305	GRAD
16-17	GUN & KNIFE SHOW	4,803	\$8, \$7
22	FIGHT TIME	1,500	\$75, \$55, \$45, \$35
23	BROWARD COUNTY BUILDING OFFICIALS	582	FREE

TOTAL 18,414 88,752

JULY 2012

13	FITNESS & FIGURE & BIKINI CHAMPIONSHIPS	1,495	\$30VIP\$20 RES\$15GA
14	BODYBUILDING CHAMPIONSHIPS	1,586	\$35VIP\$25RES\$15GA
16-17	PICCADILLY CIRCUS	3,200	\$30, \$11
21-22	FORT LAUDERDALE ANTIQUE SHOW	564	\$6
28-29	BUCKLER CRAFT FAIR	1,617	\$6

TOTAL 8,462 97,214

AUGUST 2012

3-5	ROLLER DERBY CAMP	100	NOT OPEN TO PUBLIC
4	ROLLER DERBY	371	\$10, \$15, \$20
10	VOICES OF WORSHIP	261	\$45, \$35
12	PET ADOPTION FAIR	3,370	FREE
18-19	GUN & KNIFE SHOW	5,478	\$8, \$7
22	OBAMA FOR AMERICA	5,580	FREE
24	FIGHT TIME	1,385	\$75, \$55, \$45, \$35

TOTAL 16,545 113,759

SEPTEMBER 2012

8-9	REPTICON	1,775	\$10, \$5
11-12	ZB SALES KIDS EXPO	200	NOT OPEN TO PUBLIC
15	ROLLER DERBY	509	\$10, \$15, \$20
22-23	GUN & KNIFE SHOW	4,784	\$8, \$7

TOTAL 7,268 121,457

## PART V – PROPOSAL EVALUATION CRITERIA

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

1. Understanding the overall needs of the City as presented in the proposed plan, including but not limited to equipment, management and staffing, implementation schedule, operational plan, training, etc.	30%
2. Experience and qualifications of the proposing firm.	25%
4. Performance at similar operations.	15%
5. Financial Return to the City for proposed percentage of gross concession receipts for the first three (3) years averaged.	15%
6. Financial Return to the City for proposed percentage of gross catering receipts the first (3) years averaged.	5%
7. Financial Return to the City for the proposed percentage of gross concession receipts for the two (2) extension contract years averaged.	5%
8. Financial Return to the City for the proposed percentage of gross catering receipts for the two (2) extension contract years averaged.	5%
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

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

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

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a 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 Manager.

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

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

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

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

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

**THE ABOVE REQUIREMENTS TOTAL (3) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE FIVE (5) CD COPIES OF YOUR PROPOSAL. CD COPIES MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

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

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

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

Proposer Name \_\_\_\_\_

Proposer to pay to the City of Ft. Lauderdale the following if awarded the contract. Minimum acceptable for rent is 33.5% of gross concession receipts and 20.0 % for gross catering receipts.

**Year 1**

\_\_\_\_\_% of monthly gross concession receipts  
\_\_\_\_\_% of monthly gross catering receipts

**Year 2**

\_\_\_\_\_% of monthly gross concession receipts  
\_\_\_\_\_% of monthly gross catering receipts

**Year 3**

\_\_\_\_\_% of monthly gross concession receipts  
\_\_\_\_\_% of monthly gross catering receipts

**Optional Year 4**

\_\_\_\_\_% of monthly gross concession receipts  
\_\_\_\_\_% of monthly gross catering receipts

**Optional Year 5**

\_\_\_\_\_% of monthly gross concession receipts  
\_\_\_\_\_% of monthly gross catering receipts

List below the capital improvements of approximately \$15,000.00 you propose to introduce during the first three (3) months of the initial contract term. Improvements can be directed towards increasing sales and revenue to the City or to further satisfy your patrons. List below each proposed improvement and the cost to provide it. Attach an additional sheet if necessary.

\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_ \$ \_\_\_\_\_

TOTAL \$ \_\_\_\_\_

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

**PART VIII - PROPOSAL PAGES – QUESTIONNAIRE**

1. How many calendar days from award of Contract would you need prior to initiating operations?

\_\_\_\_\_ Days

2. Have you included your Proposal Security with your proposal?

\_\_\_\_\_ Yes

3. Have you included evidence of insurance with your proposal?

\_\_\_\_\_ Yes

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

**PROPOSER PLEASE INSURE THAT YOU HAVE SIGNED THE SIGNATURE PAGE OF THESE PROPOSAL PAGES. OMISSION OF A SIGNATURE ON THAT PAGE WILL RESULT IN REJECTION OF YOUR PROPOSAL**

**COMPLETE AND RETURN THE REQUIRED NUMBER OF PROPOSAL PAGES AND ATTACHMENTS.**

## PART IX - PROPOSAL PAGES - TECHNICAL PROPOSAL

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

- Tab 1: Proposal Signature page
- Tab 2: Non-Collusion Statement
- Tab 3: Cost Proposal
- Tab 4: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 5: Preliminary Scope of Services: Understanding of the City's needs for concession and your overall approach to those needs.
- Tab 6: Your proposed operational plan, including:
- A. Written policy and procedure for internal controls to record sales from concession area and specifically when dealing with multiple areas and/or special events.
  - B. Written policy and procedure on how you deal with subcontractors to insure internal controls are being used for payment to the City.
  - C. Procedures for sanitation of areas, including pest control.
  - D. Current applicable food and beverages licenses held by proposer and staff.
  - E. Training for staff in regards to Customer Service, Alcohol Awareness, Food preparation and sanitation skills.
  - F. Depiction and/or pictures of proposed uniforms.
  - G. Any other information you feel will assist the City in evaluating your proposal.
- Tab 7: Proposed menu(s) and pricing for this Contract.
- Tab 8: State number of years of experience the proposer has had in providing similar services. If services provided differs from the one presented in your proposal, please delineate such differences.
- Tab 9: List those persons who will have a management position working with the City, if you are awarded the contract. List their name, title or position, and project duties. A resume or summary of experience and qualifications must accompany your proposal.
- Tab 10: List clients for whom you are currently providing similar services:
- List references (excluding City of Fort Lauderdale) with the name, addresses and telephone number of organizations, governmental and/or private located in Palm Beach, Broward or adjacent counties, for whom you now are providing

concession/restaurant/food & beverage service. Please use the following format for each reference:

- Company/Entity Name:
- Address:
- Contact Name and Title:
- Phone Number:
- Contract period:
- Type of Services Performed:
- Location of Establishment (i.e. Park, Golf Course, Special Event, etc.)
- Indicate estimated number of customers served per week:
- Hours of operation and days of week:
- Number of staff that operated concession area:
- Attach copy of menu provided for this reference.

Tab 11: List clients for whom you have provided similar services in the past three (3) years.

List references (excluding City of Fort Lauderdale) with the name, addresses and telephone number of organizations, governmental and/or private located in Palm Beach, Broward or adjacent counties, for whom you have provided concession/restaurant/food & beverage services within the past three years. Please use the following format for each reference:

- Company/Entity Name:
- Address:
- Contact Name and Title:
- Phone Number:
- Contract period:
- Type of Services Performed:
- Location of Establishment (i.e. Park, Golf Course, Special Event, etc.)
- Indicate estimated number of customers served per week:
- Hours of operation and days of week:
- Number of staff that operated concession area:
- Attach copy of menu provided for this reference.

Tab 12: Any additional attachments to your proposal.

**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 ninety (90) 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 cashiers 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 Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the 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 attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 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 themselves 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.

**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 SIGNATURE PAGE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

revised 6-16-11

## Question and Answers for Bid #535-11208 - Concession & Catering Services, War Memorial Auditorium

### OVERALL BID QUESTIONS

#### Question 1

Are you able to offer historical gross revenues from previous calendar/fiscal years? (Submitted: Apr 19, 2013 10:14:39 AM EDT)

#### Answer

- Gross concession dollars for September 2011 to October 2012 was approximately \$236,725 (Answered: Apr 23, 2013 10:23:16 AM EDT)