



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
T-02-13**

LEASE CONTRACT TO OPERATE CITY BEACH KIOSK

**RFP OPENING: NOVEMBER 16, 2012, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

October 11, 2012

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
T-02-13
Lease Contract to Operate City Beach Kiosk

The City of Pompano Beach is seeking restaurant/operator Contractors to submit proposals to lease and operate a Beach Kiosk Concession located on the Beachfront Park, 20 North Pompano Boulevard, City of Pompano Beach, Florida. The rehabilitation of the Kiosk was completed in August 2012.

The City will receive sealed proposals until 2:00 p.m. (local), November 16, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable. The time of receipt shall be determined by the time clock located in the office of the Purchasing Division and proposals received after 2 p.m. will not be accepted. Proposals shall be placed in a sealed envelope, marked in the lower left-hand corner with the RFP number, title, and date and hour Proposals are scheduled to be received. Proposers are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

Proposals shall be submitted before the time and at the place indicated, and addressed to:

Otis J. Thomas, Purchasing Agent
City of Pompano Beach, Florida
1190 N.E. 3rd Avenue, Bldg. C (front)
Pompano Beach, Florida 33060



Introduction

The City of Pompano Beach is inviting restaurant/operator Contractors to submit proposals to lease and operate a Beach Kiosk Concession located on the Beachfront Park on Pompano Beach Boulevard, City of Pompano Beach. The rehabilitation of the Kiosk was completed in August 2012.

1. Scope of Services

The goal of the City is to create a clean, friendly, attractive concession for people to gather and enjoy good food and beverages. The Kiosk was completed in August 2012 and the concession is expected to be fully operational on/or about December 2012. This Request for Proposals (RFP) provides an excellent opportunity for a professional restaurant/operator ("Contractor") to provide a valued service to visitors and residents of the City of Pompano Beach. The Kiosk area is approximately 339 square feet of interior finished space (451 square feet including bathrooms), excluding seating.

The Kiosk area includes one serving counter facing the ocean and another facing the Great Lawn. The Kiosk is compliant with applicable American with Disabilities Act (ADA) standards. The Kiosk does not have cooking facilities or a grease trap; therefore, it cannot be operated as a full restaurant. The Kiosk should provide beverages and high quality food at good value.

The Kiosk must provide moderately priced fresh food selections. Examples of type of beverages to be offered include (some or all of the following): coffee, cappuccino, espresso, specialty teas, iced tea, fruit juices, soda, sports beverages and milk. Note: the only alcoholic beverages that can be sold include beer, wine, and slushy-flavored drinks. Examples of types of food to be offered (some or all of the following): muffins, bagels, donuts, pastries, biscotti, cookies, cakes, fruit, salads, sandwiches, soups, hot dogs, hamburgers, other prepared foods, and packaged snacks.

Although the area is finished space, proposers are expected to show how the space will be "personalized" to bring out the character of the Kiosk. Contractor shall decorate and furnish the Kiosk area. The proposed design must be approved by the City. It is recommended that the Kiosk be open to the public Monday to Thursday, 7:30 a.m. to 8:30 p.m., Fridays and Saturdays, 7:30 a.m. to 9:00 p.m., and Sundays, from 7:30 a.m. to 7:00 p.m., at a minimum. However, the Kiosk may operate longer hours, if and when commercially practical, subject to City's approval. Seating may be outside in the courtyard/sand area. Contractor shall supply tables, chairs, and umbrellas and the selection is to be approved by the City. Operation of the Kiosk must conform to the state and federal laws and local ordinances. It is the Contractor's responsibility to obtain and maintain all appropriate licenses and permits.

2. Tasks/Deliverables

2.1 RFP Schedule

Release RFP	10/11/2012
Last day for questions	10/26/2012
PROPOSAL DUE (Prior to 2:00 PM)	11/16/2012

Evaluation Committee Review to Shortlist and Selection of First Ranked Consultant (Estimated)	11/27/2012
City Commission Approval to Negotiate With First Ranked Consultant (estimated)	12/11/2012

2.2 Terms of the Lease/License

The term will be five (5) years with an option to renew for an additional five (5) year term.

Contractor shall pay a minimum base monthly rent of \$2,500.00 to be paid to the City in advance of the month for which rent is due, or 12% of gross sales, whichever is higher. In addition to the base monthly rent, Contractor shall pay to the City insurance expenses and taxes for the Kiosk premises. The insurance and all taxes shall be prorated over 12 equal monthly installments. Lease increases will be negotiated upon selection of an operator.

Real estate taxes are not currently assessed against the premises, but in the event that at any time during the term of the lease or license real taxes are levied on the property, then the Kiosk premises shall be assessed for tax purposes.

Contractor shall be required to pay, if applicable, all intangible personal property taxes and assessments on the furniture, fixtures, inventory and equipment, leasehold interest, and other property of Contractor located within the premises.

2.3 Utilities and Services

The City shall be responsible for providing to the Kiosk site utilities generally provided for the premises such as sewer and water service. Contractor shall be responsible for all janitorial services, both interior and exterior, servicing and maintenance of facility, garbage removal service, any telephone, electricity and cable services and all other services Contractor obtains for the premises.

2.4 Additional Lease/License Terms

The selected Contractor shall be required to enter into a Lease Agreement with the City, with terms, which shall include, but not be limited to, the following:

1. Contractor to operate Kiosk in accordance with City’s operating standards in this RFP and the Operating Standards and regulations established for beachfront property.
2. Contractor to decorate and furnish the Kiosk. All aesthetic design and materials to be approved by the City in advance.
3. Contractor to provide all necessary equipment and fixtures for providing service.
4. Contractor to provide tables and chairs for customers. Umbrellas to be provided for tables.
5. Contractor to provide any signage to be approved by the City. Outside signage must be approved in advance by the City.
6. Contractor to provide consistent hours of operation. Kiosk to be open and operating Monday to Thursday, 7:30 a.m. to 9:30 p.m., Fridays and Saturdays, 7:30 a.m. to 11:00 p.m., and Sundays, from 7:30 a.m. to 9:00 p.m., at a minimum. However, the Kiosk may

operate longer hours and seven days per week, if and when commercially practical, subject to City's approval.

7. Contractor to provide strong, professional customer service.
8. Contractor to provide supervision of Kiosk area at all time of operation.
9. Contractor to provide a diverse menu with product offering/pricing and other promotional materials acceptable to the City.
10. Contractor to provide regular hourly maintenance and cleaning of Kiosk tables and outside table area in accordance with the City's operating standards in this RFP and the Operating Standards and regulations established for beachfront property.
11. Contractor to provide staffing for all aspects of the operation of the Kiosk and associated business tasks. Contractor's staff shall meet employee standards set forth in this RFP.
12. Contractor to provide and pay for telephone service for Kiosk employee use.
13. Contractor to provide all food, beverages and supplies, and mechanisms for ordering and receiving and maintaining accounts for food, beverages and supplies.
14. Contractor shall obtain the City's approval of changes in products, pricing or services or character of the Kiosk.
15. Contractor to provide regular extermination services, no less than monthly, and as needed.
16. Contractor to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.
17. Contractor shall meet all Health Department regulations and other applicable laws and regulations in operating the Kiosk.
18. Contractor to provide Property and Liability insurance (certificates of required insurance will be requested prior to commencement of operation of the Kiosk).
19. Contractor to secure the Kiosk against vandalism. The City shall not be held responsible for repairs due to vandalism.

2.5 Deliveries

The Contractor and their employees shall accept deliveries. Time for deliveries shall be one (1) hour each day prior to opening for business.

2.6 Maintenance

Contractor is responsible for keeping the Kiosk, and outside sitting area neat and clean. Contractor is also responsible for regularly bussing and cleaning the tables and promptly cleaning up spills/messes in the immediate area. Contractor shall also provide and empty trash receptacles and ensure the garbage receptacles do not become overfilled. Contractor will not allow boxes, cartons, barrels, or other similar items to remain in view of public areas. Contractor will clean and maintain the bathroom facilities on a daily basis.

2.7 Employee Standards

Service should be professional, timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. Contractor will recruit, train, supervise, direct, and deploy the optimum number of employees to match the work requirements.

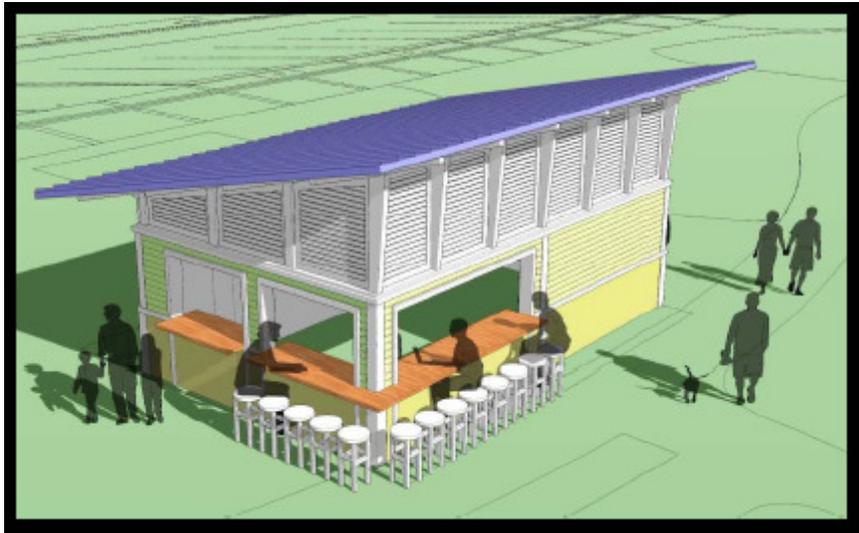
Each employee should:

1. Be clean, neat, and well groomed.
2. Be free from offensive body odor.
3. Be professional, courteous, and friendly.
4. Have required health permits before employment at the Kiosk.
5. Not wear excessive amount of jewelry, perfume, or cologne.
6. Be in a uniform, such as matching polo shirts, aprons, etc.

2.8 Food Quality

Contractor will make every effort to ensure that only the highest quality of food is sold at the Kiosk, including but not limited to:

1. Fresh ground coffee from whole beans.
2. Butter, milk, and milk products shall be fresh, USDA Grade A.
3. Pastries, bagels and other baked goods shall be fresh daily from a quality baker.
4. Freshly prepared food including sandwiches, salads, etc.



2.9 Minimum Requirements

Certain minimum qualifications have been established in order for Contractor's to be considered for the contract:

- Contractor shall demonstrate they have three (3) or more years of continuous experience within the last ten (10) years in the ownership, management, or operation of a Kiosk/restaurant/concession or similar service in the hospitality industry.
- Demonstrate financial ability to open and operate the Kiosk such as bank statements, existing balance sheets from established business operations, any lease agreements, etc.

- Contractor will provide an operational plan for the Kiosk including a proposed menu.
- Proposed rent for the use of the facilities if different from the terms listed on page 3 item 2.2 (see TERMS of the LEASE/LICENSE).
- The required proposal documents must be delivered to the City's Purchasing Division on or before the due time and date.
- The original proposal must be properly signed in (blue) ink by the individual authorized to bind the Contractor to this agreement.

Failure to meet the minimum qualifications will be grounds for disqualification.

2.10 Introduction Letter and Firm Information

A letter introducing the Contractor including the corporate name (if applicable), address and telephone number of principal office, and number of years in business. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction letter must be signed by an individual authorized to bind the firm. Failure to sign this letter shall be cause for disqualification. Briefly state the Proposer's understanding of the work to be done, and make a positive commitment to perform and complete the project.

2.11 Business Experience

- Describe experience and reputation in the food industry for consistent quality operation. Describe the extent that business owner will participate in the day-to-day operation of the Kiosk. Indication of the completion of any food safety courses, and food or business related certifications.
- Provide a minimum of three (3) references with knowledge of your business practices. These references must include, as a minimum, name of company or individual, contact person, address, and telephone number. State your relationship with the company or individual.
- Provide a "Letter of Good Standing" from your bank.
- Provide documentation describing a minimum of three (3) years of continuous experience within the last ten (10) years in the ownership, management, or operation of a Kiosk/restaurant/concession or similar service in the hospitality service.
- Describe financial capacity to open, manage and operate the kiosk. Provide bank statements, existing balance sheets from established operations or other financial documentation to verify the ability to fund and operate the Kiosk as proposed in Section 2.12.

Letter of Commendations or Recommendation may be included in this section.

2.12 Operational Plan for Kiosk

- Provide a business plan with sufficient detail including estimated costs to open the business and provide an operating statement including estimated expenses and revenues of the first 3 years of operation.
- Describe the necessary equipment and fixtures (brand and model), tables and chairs, sufficient staffing, sufficient supervision and daily oversight of Kiosk area,

- supplies including type of utensils and staples, trash removal and cleaning schedules, recycling, and schedule to acquire food and supplies.
- c. State the hours of operation you are proposing if different from those on page 3.
 - d. Describe the design of the Kiosk including colors and any signage, art, drawings on the walls, or any other design elements. Include a sketch or rendering of what you are proposing for this space. Include any pictures of the tables, chairs, etc. in this section.
 - e. State the staffing for the Kiosk and the job title of each staff member. Describe the number of shifts employed for operating the Kiosk.
 - f. State how garbage and exterior and interior cleanup will be handled.
 - g. State how bathroom cleanup and maintenance will be handled.
 - h. Describe any marketing plans that indicate advertising strategies, publicity, or special events that would distinguish this Kiosk from other coffee/Kiosk operations.
 - i. Provide a sample menu listing all items and all product mix you intend to sell with an approximate selling price. Please be specific in the brand name or quality you are proposing.

2.13 Monthly Rent

State the monthly rent terms you are proposing for the use of the facilities if different from the terms listed on page 3 (item 2.2). Detail any terms or variations in this section.

2.15 Contract Negotiations

A Selection Committee will short-list the proposals. The short-listed Proposers will have the opportunity to negotiate a contract with the City. The City reserves the right to simultaneously negotiate with one or more short-listed proposers concurrently in order to secure the best value and solution for the City. The City may request terms other than those proposed by Contractor, provided they meet the requirements of this RFP. Should the City be unable to negotiate a satisfactory lease with any one of the proposing Contractors, the City reserves the right to re-issue an RFP or amend the proposed lease/Kiosk concept.

2.16 Licenses and Fees

Alcoholic Beverages may be sold with approval from the Program Administrator or his designee. The Concessionaire 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 Concessionaire. Appropriate licenses must be submitted with this proposal. The Concessionaire shall also be solely responsible for payment of any taxes levied on the kiosk operation. The Concessionaire 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 Concessionaire 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 Concessionaire. The Concessionaire shall not sale, offer for

sale, deliver, or otherwise distribute any alcoholic beverage on any weekday between the hours of 2:00 a.m. and 7:00 a.m., or on Sunday between the hours of 2:00 a.m. and 12:00 noon.

2.17 Selection

The City may require presentations of negotiated terms from short-listed Contractors at a public meeting. Contractors will be required to provide a sample menu and/or menu food items for tasting. Contractors will be asked to provide conceptual renderings of Kiosk design and furnishings.

The City may, at its discretion, elect to waive any requirements(s), either for all proposals or for a specific proposal, which the City, in its sole discretion, deems non-material. The City reserves the right to accept such proposal as it deems to be in the public interest.

The following procedures will be adhered to in administering the selection process:

- I. The City will, through its Purchasing Division or through an Independent Procurement Consultant, administer the selection of the Contractor.
- II. The City may, if appropriate, prepare and distribute written minutes of any Proposers conference to all attending Proposers. Written minutes that are prepared and distributed shall, at the City's option, constitute an addendum to this RFP.
- III. The City may issue written addenda regarding this offering to all RFP package recipients to clarify, comment, correct or as otherwise required to facilitate the selection process. Should any questions require revisions to the RFP as originally published, such revisions will be by formal written addendum only.
- IV. The City reserves the right to reject any and all proposals received, either in whole or in part, with or without cause, or to waive any proposal requirement, informalities or deficiencies, in any proposal if such action is deemed by the City to be in the best interest of the project.
- V. By submitting a proposal, an interested Proposer warrants, represents and declares that:
 - a. The only person(s) designated as principal(s) is (are) named therein and that no other person(s) other than those therein mentioned has (have) any interest in the proposal or in the contract to be entered into.
 - b. The proposal is made in good faith and without collusion or fraud.
 - c. The submission of a proposal signifies that the Proposer understands and agrees to all elements of the proposal, and that such proposal may become part of any contract entered into between the City and the Proposer.
 - d. The selected Proposer will be precluded from assigning, transferring, conveying, subletting or otherwise disposing of the selection rights and ensuing contracts, if any, or of any or all of the rights, titles or interest therein, if any, without prior written consent of the City.



Renovated Kiosk (during construction)

3. Term of Contract

The term will be five (5) years with an option to renew for an additional five (5) year term

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf>

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

6. Required Proposal Submittal

Submission/Format Requirements

Submit one (1) original unbound and five (5) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. In addition, Proposers must submit one (1) original copy of the Proposal on electronic media in printable Adobe or Microsoft Word format (or other format approved by the City). Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the Proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Fees & Costs:

Include a concise narrative with sufficient detail indicating the proposed approach to providing the required services, including a description of the types and qualities of

service that would be provided. Provide a cost for each of the major services provided along with the estimated number of expected work hours for each qualified staff.

Proposer shall itemize all costs to complete all and necessary tasks as described under Scope of Services. Costs associated with travel as well as miscellaneous expenses should be adequately described.

Schedule:

Proposer shall provide a timeline that highlights proposed tasks that will meet all applicable deadlines.

References:

Submit a customer reference list, including name of contact, firm and/or governmental entity, address, telephone number and type of service provided to each reference.

Litigation:

Disclose any litigation within the past five (5) years arising out your firm's performance.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Proposer should return all RFP pages, initialed where indicated.

Document Submittals:

Refer to items 2.11, 2.12, and 2.13

7. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

- 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE

* Policy to be written on a claims incurred basis

XX	comprehensive form		
XX	premises - operations	bodily injury	
—	explosion & collapse hazard	property damage	
—	underground hazard		
—	products/completed operations hazard	bodily injury and property damage combined	
XX	contractual insurance		
XX	broad form property damage		
XX	independent contractors		
XX	personal injury	personal injury	

AUTOMOBILE LIABILITY: MINIMUM \$200,000 per OCCURRENCE/\$300,000 AGGREGATE

		bodily injury (each person)	
		bodily injury (each accident)	
XX	comprehensive form		
XX	owned	property damage	
XX	hired	bodily injury and property damage combined	
XX	non-owned		

REAL & PERSONAL PROPERTY

—	comprehensive form	Consultant must show proof they have this coverage.
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EXCESS LIABILITY

—	umbrella form	bodily injury and property damage combined		
—	other than umbrella		\$2,000,000.	\$2,000,000.

XX	PROFESSIONAL LIABILITY	\$1,000,000.	\$1,000,000.
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* Policy to be written on a claims made basis

The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

8. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Experience and Expertise Previous related work experience and qualifications in the subject area of personnel assigned. Demonstrates a clear understanding of scope of work and other technical or legal issues related to the project. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
2.	References History and performance of firm/project team on similar projects. References and recommendations from previous clients. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
3.	Resources and Methodology Adequacy of amount of quality resources assigned to the project. Overall approach to project. Consideration of services provided and approach to meeting goals and deadlines. Financial resources. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
4.	Business Plan Demonstrate estimated costs to open the business. Provide an operating statement including estimated expenses and revenue of the first 3 years of operation. The quality and variety of the food choices, which may include taste testing. Include sample menu with unit costs breakdowns. 5=Outstanding 4=Excellent 3=Very Good 2=Good 1=Fair 0=Poor	0-5
	Total	0-20

The Committee has the option to use the above criteria for the initial ranking to short-list Proposers and to use an ordinal ranking system to score short-listed Proposers following presentations (if deemed necessary) with a score of "1" assigned to the short-listed Proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm's capability to provide the services required for the Committee's review for short listing purposes. After an initial review of the Proposals, the City may invite Proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

9. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and all of its officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or any of its officers, agents or employees.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, age, religion, or national origin in the operations conducted under any contract with the City.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract resulting from this RFP shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of the contract resulting from this RFP, or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract resulting from this RFP shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract resulting from this RFP may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice.

Should either party fail to perform any of its obligations under the contract resulting from this RFP for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under the contract resulting from this RFP in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under the contract resulting from this RFP shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of contract.

20. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

21. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All Proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City.

Any alteration, erasure, or interlineations by the Proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date.

All Proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the Proposer in the preparation of proposals or for any work performed in connection therein.

22. Standard Provisions

1. Governing Law

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida, and the venue for any legal action relating to such agreement will be in Broward County, Florida.

2. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of the firm. If any City employee is an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to § 112.313, Florida Statutes.

3. Drug Free Workplace

The selected firm(s) will be required to verify they will operate a “Drug Free Workplace” as set forth in Florida Statute, 287.087.

4. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

5. Patent Fees, Royalties, And Licenses

If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and his surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during or after completion of the work.

6. Permits

The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

7. Familiarity With Laws

It is assumed the selected firm(s) will be familiar with all federal, state and local laws, ordinances, rules and regulations that may affect its services pursuant to this RFP. Ignorance on the part of the firm will in no way relieve the firm from responsibility.

8. Withdrawal Of Proposals

A firm may withdraw its proposal without prejudice no later than the advertised deadline for submission of proposals by written communication to the General Services Department, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida 33060.

9. Composition Of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

10. Variances

While the City allows Proposers to take variances to the RFP terms, conditions, and specifications, the material nature, number, and extent of variances taken will be considered in determining proposal responsiveness and in allocating proposal evaluation points.

11. Invoicing/Payment

All invoices should be sent to City of Pompano Beach, Accounts Payable, P.O. Drawer 1300, Pompano Beach, Florida, 33061. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of a proper invoice.

23. Questions and Communication

All questions regarding the RFP are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received by 5:00 p.m., October 26, 2012. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

24. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal.

PROPOSAL SIGNATURE PAGE
RFP T-02-13, LEASE CONTRACT TO OPERATE CITY BEACH KIOSK

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and 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 proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

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 RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____