



**CITY OF MADEIRA BEACH
REQUEST FOR PROPOSALS**

RFP – No. 18-1

Proposals due by: Tuesday, May 22, 2018

Time: 5:00 P.M. EST.

300 Municipal Drive

Madeira Beach, FL 33708

PURPOSE & INTRODUCTION

The intention behind the solicitation is to obtain proposals associated with the operation of the facility located in historical John's Pass Village, referred to as John's Pass ("Kiosk"). This particular facility is approximately 100 ft.² and centrally located within John's Pass Village on the corner of Village Boulevard and 129th Ave. West. This facility has previously and is currently being occupied by a nonprofit corporation governed by a Board of Directors. The existing occupants' contract has expired, and at the request of the Board of City Commissioners, the staff was instructed to draft a Request for Proposal ("RFP") with the intention to garner responses to occupy the facility. Currently, occupational hours are limited from 9 A.M. to 4 P.M. Monday through Friday, and 9 A.M. to 2 P.M. on Saturday and Sunday during tourist season. The lessee is currently required to pay the cost for telephone and other utilities, except for coverage and electric; this must occur within 10 days of the invoice becoming due. The current contract also calls for maintenance responsibilities borne by the lessee as they relate to the internal components of the lease space.

The City of Madeira Beach places a premium on this particular space. A substantial capital investment will occur to bring this facility up to current building code and allow for some cosmetic improvements that will exponentially increase the presence and the foot traffic projected to access services and information from the kiosk. Furthermore, the Board of Commissioners would like to encourage and emphasize the importance of city services and city amenities being marketed as part of the services rendered by the kiosk. Also, the board is interested in allowing for flexibility and unanimity with surrounding businesses not only in John's Pass Village. The overall promotion and marketing of the city is paramount and will be a major consideration relating to the decision of who will be given the opportunity to occupy the space. Below, you will find certain aspects that must be provided for in your submission packet, as well as the presentation to the Board of City Commissioners, the entity making the final decision.

CALENDAR OF EVENTS

- RFP Release: Friday, April 20, 2018
- Due Date: Tuesday, May 22, 2018
- Bid/Proposal Opening: May 23, 2018 at 3:00 P.M., EST – Commission Chambers
- Review timeframe: Wednesday, May 23, 2018 – Monday, May 28, 2018
- Board of City Commissioners Meeting: Tuesday, June 12, 2018
- Contract Negotiations: Wednesday, June 13 – June 15
- BOCC Contract Approval: Tuesday, July 10, 2018

Sequence of Events



QUALIFICATIONS

The responding firm shall present their bid as outlined in the RESPONSE FORMAT/SUBMITTAL REQUIREMENTS section of this document. Respondents must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Madeira Beach and its visitors. The City reserves the right to inspect the facilities and organization or to take any other action necessary to determine ability to perform in accordance with the terms and conditions of the Contract. In the event the responses do not meet the Owner's requirements, alternative delivery methods may be pursued. The Owner reserves the right, at its sole discretion, to accept or reject any or all proposals and maintains no obligation to select any proposal.

Tentative Terms and Conditions

1. All proposals are to be received by **Tuesday, May 22, 2018 at 5 P.M.**
2. Appropriate documentation depicting nonprofit/tax-exempt status must be provided.
3. Consistent w/ the current services being provided – Informational Services
4. All applicable insurance and worker's compensation must be provided.
5. Hours of operation must be included in the proposal.
6. Maintenance responsibilities (lessor).
7. Financial data, to include three years of audited financial documents, etc.
8. Proposed lease payment amount.
9. All appropriate licenses and documentation are required to be provided 5 days after award.
10. Cross promotional/sponsorship opportunities (monetarily or in kind).
11. (5) year term
 - a. with (2) 3-Year Extensions Options.
12. PowerPoint presentations (20 min. max).
13. Proposed use must be applicable to existing zoning and land use.
14. Late proposals will be rejected.

DELIVERY METHOD

1. Proposals are to be no more than 10 pages, single-spaced, 12-point font, Times New Roman; however, this does not include PowerPoint presentations, as they will be considered supplemental documents to the submitted proposal.
2. Proposals shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of RFP, the RFP number, and the name and address of the agency. Proposals shall be submitted in the format described in this document; other formats will be rejected.

SUBMITTAL PROCEDURES:

Unless otherwise stated within the minimum requirements, responses to the RFP shall have (1) marked ORIGINAL, (3) copies, and (1) CD-ROM - DVD submitted for evaluation purposes. RFPs not submitted by that time will be refused. Proposal shall not be valid unless sealed in a single envelope or box marked: “**JOHN’S PASS KIOSK PROJECT**” and received by:

City of Madeira Beach
Attn: City Manager
300 Municipal Drive
Madeira Beach, FL 33708

Proposal will be received until Tuesday, May 22, 2018, by the Office of the City Manager, City of Madeira Beach, FL 33708. Proposals will be opened and publicly read on Wednesday, May 23, 2018, at 3:00 P.M., EST.

RESERVES THE RIGHT

The City reserves the right to reject any and all offers and waves minor informalities. The City is not responsible for U.S. Mail or private couriers in regard to mail being delivered by the specified time so that a proposal can be considered. Failure to submit any of the above reference information may be cause for rejection of your proposal. The city reserves the sole right to determine if the submission is sufficient or insufficient. All submissions are to be submitted in a timely fashion, and there will be zero-tolerance for any late submission.

INSURANCE REQUIREMENTS (to be filed with the City upon award)

Include Proof of Insurance furnished by the firm’s carrier to guarantee the firm is insured. The awarded firm must file with the City certificates of insurance prior to commencement of work evidencing the City as a certificate holder as additionally insured with the following minimum coverage: if any proposer takes issue with this requirement, please discuss them at the mandatory site tour.

Liability Insurance: The party submitting an RFP, if selected, shall furnish, pay for, and maintain during the life of any contract entered into with the City of Madeira Beach, Florida, insurance against claims for injuries to persons or damages to property which may arise from or in connection

with the performance of the work hereunder by the Proposer, his agents, representatives, employees or subcontractors with the following liability coverage's limits and with no less than:

Comprehensive General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Workers' Compensation: Proposer will obtain and maintain during the life of this Contract, Workers' Compensation insurance in accordance with the laws of the State of Florida, for all of Proposer's employees employed at the site of the Project. Coverage should include Employers Liability, Voluntary Compensation and U.S. Longshoremen's and Harbor Worker's Act coverage where applicable.

Employer's Liability: \$100,000 per each employee, each accident, and **\$100,000** per each employee/**\$500,000** policy limit for disease, and which meets all state and federal laws. Coverage must be applicable to employees, contractors, and subcontractors, if any.

INDEMNIFICATION

The Proposer shall defend, indemnify, save and hold the City harmless from any and all claims, suits, judgments and liability for death, personal injury, bodily injury, or property damage arising directly or indirectly from any performance under this RFP, or a subsequent purchase order or contract entered into by City and Proposer, its employees, subcontractors, or assigns, including legal fees, court costs, or other legal expenses. Proposer acknowledges that it is solely responsible for complying with the terms of this RFP or a purchase order or contract arising out of this RFP. In addition, the Proposer shall, at its expense, secure and provide to the City, prior to beginning performance under an RFP, or a subsequent purchase order, or contract, all insurance coverage as required in this RFP.

Subcontractors: Proposer shall require and verify all subcontractors maintain insurance, including workers' compensation insurance, subject to all of the requirements stated herein prior to beginning work.

ASSURANCES

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firm's operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City will apply.

DEVIATIONS FROM SPECIFICATIONS

Respondents shall clearly indicate, as applicable, all areas in which the items/services he/she proposes do not fully comply with the requirements of this submittal. The decision as to whether an item fully complies with the stated requirements rests solely with the City.

NO COLLUSION

By offering a submission to this request, the responder certifies that no attempt has been made or will be made by the responder to induce any other person or firm to submit or not to submit a submission

for the purpose of restricting competition. The only person(s) or principal(s) interested in this submission are named therein and that no person other than those therein mentioned has/have any interest in this submission or in agreement to be entered. Any prospective firm should make an affirmative statement in its proposals to the effect that, to its knowledge, its retention would not result in a conflict of interest with any party. All inquiries associated with the John's Pass Kiosk are to be communicated directly to the Office of the City Manager. Lobbying, solicitation, and influence peddling is strictly prohibited by those who wish to submit a proposal for consideration. Communication with the elected officials, specifically the Madeira Beach Board of City Commissioners and/or any other affiliated advisory boards, is strictly prohibited and will result in an indefinite disqualification from consideration if factual information is proffered.

TERMINATION

The resulting contract may be canceled by the City when:

- a. sufficient funds are not available to continue its full and faithful performance of this contract.
- b. sub-standard or non-performance of contract.
- c. the City wishes to terminate at any time and for any reason, upon giving thirty (30) days prior written notice to the other party.

The resulting contract may be canceled by either party in the event of substantial failure to perform in accordance with the terms by the other party through no fault of the terminating party.

SUBMITTAL WITHDRAWAL

After submittals are opened, corrections or modifications to submittals are not permitted, but a respondent may be permitted to withdraw an erroneous submittal prior to the award by the City Commission, if the following is established:

- a. That the respondent acted in good faith in submitting the submittal;
- b. That in preparing the submittal there was an error of such magnitude that enforcement of the submittal would create severe hardship upon the respondent;
- c. That the error was not the result of gross negligence or willful inattention on the part of the respondent;
- d. That the error was discovered and communicated to the City within twenty-four (24) hours of submittal opening, along with a request for permission to withdraw the submittal;
- e. The respondent submits documentation and an explanation of how the error was made.

TAXES, FEES, CODES, LICENSING

The awarded firm shall be responsible for payment of all required permits, licenses, taxes, or fees associated with the project. The awarded firm shall also be responsible for compliance with all applicable codes, laws, and regulations.

SPECIAL CONSIDERATIONS

In this section, any out of the ordinary but relevant information for potential bidders can be communicated.

CERTIFICATION OF INFORMATION PROVIDED

I certify that the information and responses provided on this submittal are true, accurate, and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Date: _____, 2018

Contractor:

(Contractor Name)

(Signature)

By: _____
(Printed Name)

Its: _____
(Title)

Sworn to and subscribed before me this ____ day of _____, 2018.

(Notary Public)

(Commission Expires)