

BID NO. 2020 - 05



**Invitation to Competitively Bid for a Sublease for
the City of Pahokee
Marina Restaurant/Tiki Bar**



September 18th, 2020

SECTION 1

REQUEST FOR COMPETITIVE BIDS - GENERAL INFORMATION

A. Purpose

The City of Pahokee (“City”) is soliciting Bids from qualified parties for the Sublease, operation and management of the Marina Restaurant, located at 190 North Lake Avenue, Pahokee, Florida (the “Restaurant”). The location of the Restaurant is illustrated in Exhibit “A”. The Legal Description of the Restaurant facility is attached as Exhibit “A-1”. The successful Bidder shall be responsible for the day-to-day operation and management of the Restaurant, in accordance with the standards of the industry for similar first-class restaurants. The City requires that all Bidders possess the experience and qualifications necessary to operate and manage a public restaurant and meet all requirements of the Florida Administrative Code 18-2 and Florida Statutes Chapter 253.

B. Operation of the Restaurant

The Bidder selected to operate the Restaurant (“Operator”) will enter into a Sublease with the City to operate the Restaurant in accordance with the standards of the industry for similar first-class restaurants and perform the services as set forth in an agreed Sublease Agreement attached . Sublease is subject to changes required by the City and the State of Florida.

C. Timetable

The anticipated schedule and deadlines for the Bid are as follows:

<u>Activity</u>	<u>Date, Time and Location</u>
Issue Bid	Advertising in local newspaper on- September 18th, <u>2020</u>
Pre-Bid Meeting (Attendance is Mandatory)	At <u>10:00 am</u> on <u>September 28th, 2020</u> , at the City Commission Chambers
Site Visit (If Needed)	Immediately following the Pre-Bid Conference on <u>September 28th, 2020</u>
Bid Deadline (Bid Due Date)	At <u>12:00 p.m.</u> on <u>October 9th, 2020</u>
Oral Presentations	Review of Bids <u>October 12th, 2020</u> . Each Bidder may be required to give an Oral Presentation. Bidders will be

notified two (2) days in advance if Oral Presentations are required.

Contract Award Considered by the Commission

Tentatively scheduled for October 13th, 2020 6:00 PM Commission Meeting

The proposed contract will then be presented to the State of Florida Department of Environmental Protection, Division of State Lands, for a recommendation to the Governor and Cabinet. The Governor and Cabinet, sitting as the Trustee of the Internal Improvement Trust Fund (BOT) must approve the Sublease. The lease of the property to the City is fee-waived (with the exception of Administrative Fee in the amount of \$300.00 per year). BOT will determine if the Sublease will remain fee-waived or determine what fees will be due to the State of Florida.

D. Contact Person

The contact person for this Bid is Mr. Chandler Williamson, City Manager. The contact person's mailing, fax and email addresses are:

Address: 207 Begonia Drive
Pahokee, Fl. 33476

Telephone: (561) 924-5534 ext. 2000

Fax No.: (561) 924-8140

Email: cwilliamson@cityofpahokee.com

All parties desiring to respond to this Bid should obtain a copy from the Contact Person and make themselves known to the Contact Person.

Except during the Pre-Bid Meeting, explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this Bid must be requested from the Contact Person listed above in writing (letter, fax or e-mail). If Bidder(s) relies on information provided by any person other than the Contact Person regarding this Bid, they do so at their own risk. Any such unauthorized contact shall not be used as a basis for responding to this Bid, and may result in disqualification of the Bidder's proposal. **Bidders are advised that from the date of release of this Bid until award of the Agreement, no contact with the City of Pahokee Commissioners or City staff is permitted.** All parties who have received copies of this Bid directly from the Contact Person will be advised of any changes to this Bid,

and all parties who submit proposals will receive notification by U.S. Mail or via facsimile of the Bid that is recommended for selection.

E. Mandatory Pre-Bid Meeting

The purpose of the Pre-Bid Meeting is to: 1) review the intent and requirements of the Bid in detail with potential Bidders, 2) discuss the format and requirements of the submittal in relation to the City's evaluation of the proposals, and 3) receive input from potential Bidders as to how best to modify the Bid for clarity, consistency and for closer alliance to information typical to industry standards. Bidders are encouraged to thoroughly read the Bid prior to the Pre-Bid Meeting and send as many professional representatives as necessary to participate meaningfully as to the business terms as well as technical aspects of the response. The Pre-Bid Meeting is intended to be the only time that changes to the Bid and/or Exhibits (by non-City entities) will be considered. As such, attendance at the Pre-Bid Meeting is a **mandatory** prerequisite for responding to the Bid. At the conclusion of the **mandatory** Pre-Bid Meeting, potential Bidders **can** visit the Facility. In the event an additional site visit is necessary, the Bidders shall make an appointment with the Contact Person.

F. Contract Terms and Conditions

The Pre-Bid Meeting is intended to be the only time that changes to the Bid and/or Exhibits (by non-City entities) will be considered and made by addendum, at the sole and absolute discretion of the City, prior to the Bid Deadline. If the Bidder has comments related to any provisions of the Bid and/or Exhibits, then Bidder shall provide such comments to the Contact Person prior to or at the Pre-Bid Meeting. After the Selected Bidder is determined, the City reserves the right to make modifications to the draft Agreement for the sole purpose of implementing the City or State policy. Any and all modifications to the Agreement made prior to award of the Agreement shall only be made in the City's sole and absolute discretion. After selection and award of the Bid, the Bid shall be presented to the State of Florida for approval. The contract shall not be executed until approved by the State.

G. Lobbying – “Cone of Silence”

Bidders are advised that the “Palm Beach County Lobbyist Registration Ordinance” prohibits a Bidder or anyone representing the Bidder, from communicating with any City Commissioner, City staff, or any City Employee authorized to act on behalf of the Commission to award the

Agreement regarding its Bid (i.e., a “Cone of Silence”). The “Cone of Silence” is in effect from the date/time of the deadline for submission of the Bid, and terminates at the time the Commission awards or approves a contract, rejects all proposals, or otherwise takes action which ends the solicitation process. Bidder may, however, contact any City Commissioner, Staff, or any City Employee authorized to act on behalf of the Commission to award the Agreement via written communication, i.e. fax, e-mail, or U.S. Mail, with copies to the City Manager and City Attorney. Violations of the “Cone of Silence” are punishable by a fine of \$250.00 per violation. The exceptions to the “Cone of Silence” specifically include oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, contract negotiations between any City employee and the intended awardee, public presentations made to the Commission or any written correspondence at any time with any Employee, Commissioner, or Selection Committee Member, copied to the City Manager and City Attorney. A breach of this “Cone of Silence” may result in the disqualification of a Bid submittal.

H. Modified Bid

A Bidder may submit a modified Bid to replace all or any portion of a previously submitted Bid up until the Bid Deadline. The City will consider only the most recent version of the Bid or modified portion thereof. Modifications received after the Bid Deadline are late, will not be considered, and will be returned to the Bidder unopened.

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I. Extension of Response Time/Postponement/Cancellation

In the event that no eligible Bidder submits a Bid, the City will have the option to extend the Bid response period or issue a revised Bid. Notwithstanding the foregoing, the City may, at its sole and absolute discretion, reject any and all, or parts of any and all Bids, re-advertise this Bid, postpone or cancel this Bid process, or waive any minor irregularities in this Bid or in the proposal received as a result of this Bid.

J. City's Authorized Representative

With the exception of the award of and approval of the Agreement, the City Manager shall have the right to make all decisions on behalf of the City regarding all aspects of this Bid process including, but not limited to, the extension, revision, postponement, and/or cancellation of this Bid, and the acceptance or rejection of any or all Bids.

K. Cost Incurred by Bidders

All expenses involved with the preparation and submission of Bids to the City, and any work performed in connection therewith, shall be borne by the Bidder with no recourse to the City.

L. Oral Presentation(s)

The City may require that each Bidder makes an oral presentation at the Selection Committee Meeting(s). Furthermore, the City may require that certain Bidders answer questions, in support of their Bid or to exhibit or otherwise demonstrate the information contained therein.

M. Proprietary/Confidential Information

All proposals and any accompanying documentation become the property of the City and will not be returned. Bidders should note that documents submitted in response to this Proposal may be subject to disclosure under Florida's Public Records Act (Chapter 119, Florida Statutes), except to the extent that an exception for trade secrets or other statutorily recognized exception applies. Any information the Bidder desires to claim as exempt from disclosure must be clearly and specifically designated. Upon receipt of a Public Records request for any such document or material, City will review such document or material to determine its exempt status under the statute. In the event the City determines that a document is not exempt from disclosure, the City will notify the Bidder of its decision prior to

disclosure; provided, however, in the event the Bidder has identified a document or material as a trade secret, the City will not disclose such information until the Bidder has been given the opportunity to seek a court injunction against the required disclosure. **In addition, the City reserves the right to assert an exemption from disclosure of Bid documents on its own behalf.**

N. Non-Discrimination

The City does not discriminate on the basis of race, disability, color, sex, sexual orientation, gender identity or expression, religion, ancestry, age, familial status, marital status or national origin.

O. Rules; Regulations: Licensing Requirements

The Bidder shall comply with all laws, ordinances, and regulations applicable to the Agreement contemplated herein, including those applicable to conflict of interest and collusion, Fla. Admin. Code 18-2 and Chapter 253, Fla. Stat. Bidders are presumed to be familiar with all federal, state, and local laws, ordinances, codes, and regulations that may in any way affect the Agreement, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60).

P. Ineligible Bidders

The following are deemed to be ineligible Bidders who shall not be eligible to respond to this Bid: (i) a person or an affiliate who has been placed on the State of Florida convicted vendor list following a conviction for a public entity crime may not submit a proposal for a period of thirty-six (36) months from the date of being placed on the convicted vendor list; (ii) Bidders suspended from doing business with the City at the time this Bid is advertised; and (iii) a corporation-to-be-formed or other form of uncreated entities as of the Bid Due Date. In addition, bidders with a history of financial dealings that do not represent the best interest of the City or unable to provide a financial portfolio that represents the best interest of the City.

Q. Disclaimer

All documents and information, whether written, oral or otherwise, provided by City relating to this Bid are being provided solely as an

accommodation and for informational purposes only, and City is not making any representations or warranties of any kind as to the truth, accuracy or completeness, or the sources thereof. City shall have no liability whatsoever relating to such documents and information and all parties receiving the same shall not be entitled to rely on such documents and information, but shall have a duty to independently verify the accuracy of the information contained therein.

R. Incorporated by Reference

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Bid by reference.

S. Palm Beach County Office of the Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed City contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Bidder, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

T. Public Entity Crimes

Florida Statutes Section 287.133(3)(a) requires the City to notify all Bidders of the following: "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 bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals , or replies 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 Florida Statutes Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list."

U. Assignment

Bidders shall not assign their rights and obligations under the Bid and/or the Agreement to any other party(s) or entity(s) without the City's prior written consent, which consent may be withheld in the City's sole and absolute discretion.

V. Joint Venture

In the event the Bidder is a joint-venture, each joint-venturer shall be held jointly and severally liable throughout the term of the Agreement.

W. Restaurant Sublease Agreement

Within ten (10) days of Bidder's receipt of City's notice to the Bidder that City intends on making the award to the Bidder, and the Bid and agreement having been approved by the State of Florida, Bidder shall provide the Contact Person identified in Section I.D. with three (3) fully executed originals of the Agreement.

X. Third-Party Commercial Fidelity Bond or the Equivalent Insurance Coverage

Within ten (10) days of Bidder's receipt of City's notice to the Bidder that City and State have approved the award of the Sublease to Bidder, Bidder shall provide the Contact Person identified in Section I.D. with a Third-Party Commercial Fidelity Bond in an amount not less than One Million Dollars (\$1,000,000.00) or a certificate of insurance evidencing the equivalent in coverage in accordance with the requirements set forth in Section 13.1.1 of the Agreement.

Y. Insurance

Within ten (10) days of Bidder's receipt of City's notice to the Bidder that City and State have approved the award of the Sublease to the Bidder, Bidder shall provide the Contact Person identified in Section I.D. with a certificate of insurance evidencing the coverages required in the Agreement.

SECTION II

BID REQUIREMENTS

All Bids should be in sealed envelopes and marked on the outside BID NO. 2020 - 01 _____, and delivered to the Contact Person per Section I (D). The sealed envelope shall contain the Bid in the format set forth in Section IIA, addressing all items set forth in Section IIB.

Note: The City reserves the right to verify any/all information/references submitted by Bidder. City reserves the right to obtain credit information and background checks on individuals and entities set forth in Bid.

A. Format for Bid

1. Bidders must submit proposals that are complete, thorough and accurate. Bids must be prepared in compliance with the provisions of this Bid as to form and content of Bids. Failure to comply with all provisions of this Bid may result in a Bid being disqualified. The City shall not be required to make any allowance after Bids are received for oversight, omission, error or mistake by a Bidder.
2. All Bids must be on eight and one-half by eleven (8 ½ x 11) inch paper, typed (12-point Times Roman (or similar font), 1-inch margins on each side), and placed in a single three ring binder with tabs separating the sections in Section IIB (Section 1 through Section 19). **All information requested must be submitted.**

Labels on tabs/sections of proposals shall comply with the required sections of the Bid. Each Bidder shall include a Table of Contents and Index. One (1) original and seven (7) copies should be submitted, together with an electronic file of the complete package. **Bid should be in a three-ring binder.**

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B. Content of Bid

Note: Bidders Must Use the Following Section Numbers:

1. Letter of Transmittal

The Letter of Transmittal should be a formal letter from the Bidder prepared in standard business format. It should be brief, signed by a person who is authorized to commit the Bidder's organization to perform the services set forth in the Agreement and this Invitation to Competitively Bid, and should identify all materials and enclosures being forwarded in response to the Bid.

2. Bid Form

The applicable Bid Form, attached hereto as Exhibit "C" to this Invitation to Competitively Bid, containing identifying information regarding the Bid and the Bidder's certifications and assurances. This form must be signed by an authorized representative of the Bidder.

3. Executive Summary

The Executive Summary of the Bid shall be limited to three (3) single-spaced typewritten pages. The purpose of the Executive Summary is to provide a high-level description of the Bidder's ability to meet the requirements of the Bid.

4. Financial Proposal. (U.S. Currency, only)

The financial proposal shall include a five-year pro-forma projection of financial operations for each year of the Agreement, including gross receipts, expenses, general and administrative costs, amounts projected to be retained by or paid to the City. The financial proposal shall detail proposed financial arrangements, including, procedures for approving an annual operating budget, handling revenues, and determining and paying costs, and a proposed dollar amount of the Rent as defined in Section 2.1 of the Agreement. The Bid must meet the minimum standards and financial proposal set forth in this Bid in Exhibit "C".

All assumptions relating to the financial proposal should be clearly stated.

5. Experience of Bidder

Bidders shall:

Provide information relative to the Bidder's background, expertise and qualifications to accomplish all tasks set forth in the Bid. Provide a list of all other facilities where Bidder has provided similar restaurant services. Please provide detailed information, e.g., facility name, contact, position, address and telephone number of the facility, length of time served, dates served, nature of services provided, and Revenues (as defined in the Agreement) for the last five (5) years.

Provide at least three (3) references, including the name of the contract, contact name and telephone number, type of operation.

Provide a complete resume for the onsite General Manager who will be responsible for the day to day operations of the Restaurant. The resume shall detail the General Manager's qualifications, training and experience.

Provide three (3) verifiable business references demonstrating the General Manager's experience in the operation, management and provision of services of a similar nature. References must include: (i) names; (ii) addresses; (iii) telephone numbers; (iv) dates of operation and (v) a contact person.

6. Financial Qualifications of Bidder

Respondents shall:

Provide fiscal year of audited financial statements (including balance sheet, income statement and statement of cash flow) prepared in accordance with generally accepted accounting principles (GAAP) of the Bidder **(entity (s) that will be entering into contract with the City)**.

Provide a current Dunn & Bradstreet rating and bond rating, if applicable.

Provide a statement declaring whether Bidder has ever declared bankruptcy, filed a petition in any bankruptcy court, filed for protection from creditors in bankruptcy court, or had involuntary proceedings filed in bankruptcy court and the status of each occurrence. Provide statements of declaring whether bidder has ever been in foreclosure.

Provide names, addresses, and telephone numbers of at least three (3) credit references, including at least one (1) banking reference.

The City reserves the right to request additional financial information from any Bidder.

If a Bidder submits financial statements for a parent company and is thereafter awarded the Agreement, the parent company shall be required to also execute the Agreement and be bound jointly with the Bidder/Subsidiary to the obligations of the Agreement. A parent company shall submit an acknowledgement of this obligation in the Bid in the form of a resolution of the governing body of the parent company authorizing the obligations of the Agreement to be awarded.

Further, the City retains the right to disqualify from further consideration any Bidder who fails to demonstrate sufficient financial stability to perform the Agreement.

7. Bidder's Operations Staff

Bidders shall:

Provide a complete organizational chart detailing all proposed management, identifying full time positions and hourly positions. Include proposed management salaries and hourly wages along with the types of benefits offered and associated costs. **The City requires that the Respondent's administration office be staffed, at a minimum, Monday through Friday from 8:00 a.m. to 5:00 p.m.** Specify the minimum qualifications, experience and projected salary of the General Manager of the Restaurant. Provide an organizational chart of the Operator indicating lines of authority for personnel involved in performance of the Agreement, if awarded. This chart is to identify the next senior level of management responsible for the administering of the Agreement.

Provide a listing of all management employees that are eligible to receive a bonus based on performance. Provide the criteria upon which each bonus is based.

Specify how your onsite management team will fill the required service staffing levels. The Bidder should address how employees will be recruited, hired, trained, supervised, and motivated to meet the needs of the Restaurant.

Identify subcontractors and/or partners, if any, you would propose to use in the operation of the Facility under the Agreement, if selected.

8. Bidder's Sales and Marketing Plan

Bidders are required to include any unique and creative material (design, in-house branding, regional and local branding, etc.) that will have a direct impact on positively influencing revenue. Bidders are required to describe existing programs that they have in place at similar facilities and the financial impact that these programs have along with the cost of implementation.

Bidders shall:

Provide details on any regional and local marketing program that Bidder currently has in place and the direct benefit that the Restaurant will obtain from these programs.

Provide details on current community involvement programs that the Bidder currently has in place in similar facilities. Provide a proposed community involvement program to be implemented at the Restaurant.

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9. Bidder's Branding Plan

Bidders should include a branding program that meets the needs of the Restaurant. The branding program shall address in house branding, regional and local branding, that will have a direct impact on positively influencing sales.

10. Bidder's Operation Plan

A. Bidders shall provide a copy of Bidder's proposed Operations Plan as an attachment to the Bid. This general outline of the Bidder's Operations Plan that would be utilized to establish the minimum acceptable operational standards, policies and procedures for the Restaurant, which shall include but not be limited to the following information: (i) Bidder's accounting policy and procedures and any software that would be used in the control of the operation services at the Facility; (ii) the process and software used by the Bidder in developing annual budgets; (iii) Bidder's credit policy addressing credit references, approval requirements and payment terms; and (iv) Bidder's personnel policies and training programs. Provide details of measurable quality control and quality service programs that Bidder currently has in effect in similar facilities. Provide a description of successes relating to green initiatives, recycling programs and outline their sustainability plans; and their application to the Facility.

B. The Operation Plan shall be in compliance with the Lease and between the State of Florida and the City of Pahokee (Master Lease).

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11. Bidder's Capital Improvement Plan

Bidder shall:

Provide a description and conceptual drawings of Capital Improvements, if any, that Bidder recommends should be made in order to enhance the Restaurant and a recommended schedule for the making and financing of such Capital Improvements.

12. Bidder's Transition Plan

Bidders shall:

Provide a Transition Plan to demonstrate smooth and timely phase-in of staff and operations. The details of this plan should be presented in both narrative form and graphically on a time line.

Bidder is to detail the start up costs and the manner of financing the start-up costs.

13. Minimum Standards

All Bidders must meet or exceed the Minimum Financial and Operations standards set forth in this paragraph, and in Exhibit "C" to this Bid.

State of Florida Requirements:

All requirements of the Florida Administrative Code § 18-2 and Chapter 253, Florida Statutes, including, but not limited to:

- A. The Bid must meet Public Interest Evaluation;
- B. The Bidder's use of land must provide the greatest combination of benefits to the General Public;
- C. Bidders must agree to terms and conditions that will provide for responsible management that will protect and enhance uplands;
- D. The Sublease is subject to cancellation if Sublessee converts the facility to unauthorized use or causes the land leased to be used for purposes for which it was not approved;

- E. All sublessee's activities shall implement Best Management Practices that have been approved by State agencies;
- F. Equitable Compensation shall be paid to the State in addition to the compensation to be paid to the City set forth in the Bid, unless otherwise determined by the Trustees to be in the public interest;
- G. Successful Bidder shall pay all costs of legal advertisement, title work, survey work, estimating value, taxes or assessments for any activity requiring such item;
- H. Public access will be maintained to the greatest extent possible;
- I. All portions of the Premises shall be open for inspection by the Florida Department of Environmental Regulation staff at reasonable times;
- J. Sublessee shall be responsible for obtaining all permits and paying any and all ad valorem taxes, drainage, special assessments or other taxes.

SECTION III

SELECTION PROCESS

A. Review of Bids for Responsiveness

The Contact Person will conduct a strictly objective ("pass/fail") review to determine if each proposal is responsive to the Bid. Bids deemed to be non-responsive will be rejected without being presented to the Selection Committee for consideration. The list of responsive proposals will be posted at City Hall, and the non-responsive Bidders will be notified in writing.

A responsive proposal is one which has been signed and submitted by the specified Bid Deadline, and has provided the information required to be submitted with the Bid. While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your Bid. Bidders who fail to comply with the required and/or desired elements of this Bid do so at their own risk. In the review for responsiveness, there will be no evaluation of the content or quality of the responses, only that the Bid is complete and all required

elements are completed. **Bids that do not meet the minimum financial requirements or standards shall be rejected.**

B. Selection Review Committee

The Review Committee shall be comprised of the City Manager, Director of Community and Economic Development, and selected staff of the City of Pahokee.

C. Selection Procedure

The Selection Committee will review and consider only those Bids which are deemed to be responsive. During the selection process, Bids shall be evaluated using the information and documentation submitted pursuant to Section II of the Bid, and applying the Evaluation Criteria set forth in Section IV. Committee will evaluate the Bids based on the highest financial bid that is in the best economic interest of the City of Pahokee. The City Manager will provide the Commission a recommendation of a selected bidder that meets all criteria.

The City Commission shall thereafter make the award to the Respondent that has submitted the Bid that is in the best interest of the City of Pahokee.

SECTION IV

BID SELECTION

A. Evaluation Criteria

The Bid shall be awarded to the most qualified bidder that meets all requirements of the Bid (Section II) and the requirements of the State of Florida. The City reserves the right to select the awardee bid to who fits the need for economic development to the City of Pahokee.

EXHIBITS ATTACHED

- A.** Location Map, Legal Description
- B.** Palm Beach County Lobbyist Registration Ordinance
- C.** Bid Form / Minimum Standards
- D.** Drug-Free Workplace Certification
- F.** Disclosure of Beneficial Interests Statement

EXHIBIT "A" TO THE BID

LOCATION MAP

EXHIBIT "A-1" TO THE BID

LEGAL DESCRIPTION

EXHIBIT "B" TO THE BID

Palm Beach County Lobbyist Registration Ordinance

PALM BEACH COUNTY LOBBYIST REGISTRATION ORDINANCE EFFECTIVE – APRIL 2, 2012

ARTICLE VIII. LOBBYIST REGISTRATION

Sec. 2-351. Title and purpose.

(a) This article may be cited as the "Palm Beach County Lobbyist Registration Ordinance."

(b) The board of county commissioners of the county and the governing bodies of the municipalities located within the county hereby determine that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition their county and local governments for the redress of grievances and to express freely to the elected officials their opinions on legislation and other actions and issues; that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity and activities of certain persons who engage in efforts to influence the county commissioners, members of the local municipal governing bodies, mayors or chief executive officers that are not members of local municipal governing bodies, county and municipal advisory board members, and county and municipal employees on matters within their official duties, be publicly and regularly disclosed. In accordance with Section 1.3 of the County Charter, this Ordinance shall not apply in any municipality that has adopted an ordinance in conflict governing the same subject matter.

Sec. 2-352. Definitions.

Unless expressly provided herein to the contrary, for purposes of this article, the following definitions will apply:

Advisory board shall mean any advisory or quasi-judicial board created by the board of county commissioners, by the local municipal governing bodies, or by the mayors who serve as chief executive officers or by mayors who are not members of local municipal governing bodies.

Board will mean the board of county commissioners of Palm Beach County, Florida.

Central Lobbyist Registration Site will mean the official location for countywide lobbyist registration.

County commissioner will mean any member of the board of county commissioners of Palm Beach County, Florida.

Lobbying shall mean seeking to influence a decision through oral or written communication or an attempt to obtain the goodwill of any county commissioner, any member of a local municipal governing body, any mayor or chief executive officer that is not a member of a local municipal governing body, any advisory board member, or any employee with respect to the passage, defeat or modification of any item which may foreseeably be presented for consideration to the advisory board, the board of county commissioners, or the local municipal governing body lobbied as applicable.

Lobbyist shall mean any person who is employed and receives payment, or who contracts for economic consideration, for the purpose of lobbying on behalf of a principal, and shall include an employee whose principal responsibility to the employer is overseeing the employer's various relationships with government or representing the employer in its contacts with government. "Lobbyist" shall not include:

- (1) Any employee, contract employee, or independent contractor of a governmental agency or entity lobbying on behalf of that agency or entity, any elected local official when the official is lobbying on behalf of the governmental agency or entity which the official serves, or any member of the official's staff when such staff member is lobbying on an occasional basis on behalf of the governmental agency or entity by which the staff member is employed.
- (2) Any person who is retained or employed for the purpose of representing an employer, principal or client only during a publicly noticed quasi-judicial hearing or comprehensive plan hearing, provided the person identifies the employer, principal or client at the hearing.
- (3) Any expert witness who is retained or employed by an employer, principal or client to provide only scientific, technical or other specialized information provided in agenda materials or testimony only in public hearings, so long as the expert identifies the employer, principal or client at the hearing.
- (4) Any person who lobbies only in his or her individual capacity for the purpose of self-representation and without compensation.
- (5) Any employee, contract employee, or independent contractor of the Palm Beach County League of Cities, Inc., lobbying on behalf of that entity.

Local Municipal Governing Body will mean the councils and commissions of the municipalities located within Palm Beach County, Florida.

Member of Local Municipal Governing Body will mean any member of the municipal council or commission.

Official or employee means any official or employee of the county or the municipalities located within the county, whether paid or unpaid. The term "employee" includes but is not limited to all managers, department heads and personnel of the county or the

municipalities located within the county. The term also includes contract personnel and contract administrators performing a government function, and chief executive officer who is not part of the local governing body. The term “official” shall mean members of the board of county commissioners, a mayor, members of local municipal governing bodies, and members appointed by the board of county commissioners, members of local municipal governing bodies or mayors or chief executive officers that are not members of local municipal governing body, as applicable, to serve on any advisory, quasi judicial, or any other board of the county, state, or any other regional, local, municipal, or corporate entity.

Palm Beach County Commission on Ethics means the commission established in section 2-254 et seq. to administer and enforce the ethics regulations set forth herein, and may also be referred to as the “commission on ethics” in this article.

Persons and entities shall be defined to include all-natural persons, firms, associations, joint ventures, partnerships, estates, trusts, business entities, syndicates, fiduciaries, corporations, and all other organizations.

Principal shall mean the person or entity a lobbyist represents, including a lobbyist’s employer or client, for the purpose of lobbying.

Sec. 2-353. Registration and expenditures.

(a) Registration required. Prior to lobbying, all lobbyists shall submit an original, fully executed registration form to county administration, which shall serve as the official location for countywide lobbyist registration and which shall be known as the “Central Lobbyist Registration Site.” The registration may be submitted in paper or electronic form pursuant to countywide policies and procedures. Each lobbyist is required to submit a separate registration for each principal represented. A registration fee of twenty-five dollars (\$25.00) must be included with each registration form submitted. A registrant shall promptly send a written statement to county administration canceling the registration for a principal upon termination of the lobbyist's representation of that principal. This statement shall be signed by the lobbyist. Lobbying prior to registration is prohibited. It is the responsibility of the lobbyist to keep all information contained in the registration form current and up to date.

(b) Registration form. The registration form shall be prepared by county administration and shall require the following information:

- 1) the name, phone number and address of the lobbyist;
- 2) the name, phone number and address of the principal represented;
- 3) the date the lobbyist was initially retained by the principal;
- 4) the nature and extent of any direct business association or partnership the lobbyist and principal might have with any current county commissioner, member of a local municipal governing body, mayor or

chief executive office that is not a member of a local municipal governing body, advisory board member, or employee;

5) the area of legislative interest;

6) a statement confirming that the registrant is authorized to represent the principal;

7) signatures of both the registrant and principal where such signatures may be made electronically pursuant to countywide policies and procedures; and

8) the county or municipalities to be lobbied.

(c) Registration exceptions. Registration shall not be required for the following:

(1) Persons under contract with the county or municipalities as applicable who communicate with county commissioners, members of local municipal governing bodies, mayors or chief executive officers that are not members of a local municipal governing body, advisory board members or employees regarding issues related only to the performance of their services under their contract;

(2) Any attorney representing a client in an active or imminent judicial proceeding, arbitration proceeding, mediation proceeding where a mediator is present, or formal administrative hearing conducted by an administrative law judge in the Division of Administrative Hearings, in which the county or municipality as applicable is a party, who communicates with county or municipal attorneys on issues related only to the subject matter of the judicial proceeding, arbitration proceeding, mediation proceeding, or formal administrative hearing. This exception to the registration requirement includes communications with other government officials and employees conducted during depositions, mediation, arbitration hearings or trial, judicial hearings or trial, and settlement negotiations for active litigation, so long as the county or municipal attorneys are present for those communications.

(d) Reporting of expenditures. Commencing November 1, 2011, and by November 1 of each year thereafter, all lobbyists shall submit to the Central Lobbyist Registration Site a signed statement under oath listing all expenditures made by the lobbyist in lobbying county or municipal officials and employees in excess of twenty-five dollars (\$25) for the preceding fiscal year commencing on October 1 and ending on September 30. A statement shall be filed even if there have been no expenditures during the reporting period. The statement shall list in detail each expenditure category, including food and beverage, entertainment, research, communications, media advertising, publications, travel, lodging and special events. Political contributions and expenditures which are reported under election laws as well as campaign-related personal services provided without compensation are excluded from the reporting requirements. A lobbyist or principal's salary, office overhead expenses and personal expenses for lodging, meals and travel also are excluded from the reporting requirements. Research is

an office expense unless it is performed by independent contractors rather than by the lobbyist or the lobbyist's firm.

(1) The county administrator of the Central Lobbyist Registration Site shall provide notice of violation to any lobbyist who fails to timely file an expenditure report and shall also notify the 4-county commission on ethics of this failure. In addition to any other penalties which may be imposed under this article, any lobbyist who fails to file the required expenditure report within thirty (30) days of the date of notice of violation shall be suspended from lobbying unless the notice of violation has been appealed to the commission on ethics.

(e) False statements. A lobbyist shall not knowingly make, or cause to be made, a false statement or misrepresentation in maintaining registration or when lobbying county commissioners, members of local municipal governing bodies, mayors or chief executive officers that are not members of local municipal governing bodies, advisory board members, or employees.

(f) Existing County registrations. All registrations on file and in effect with the County before the effective date of this ordinance shall remain in full force and effect.

Sec. 2-354. Record of lobbying contacts.

(a) Contact log. Except when appearing before the board, local municipal governing body, or any advisory board, all persons shall sign, for each instance of lobbying, contact logs maintained and available in the office of reception of each department of county or municipal government as applicable. The person shall provide his or her name, whether or not the person is a lobbyist as defined in this article, the name of each principal, if any, represented in the course of the particular contact, and the subject matter of the lobbying contact. All contact logs shall be maintained by the County or municipality as applicable for a period of five (5) fiscal years.

(b) Lobbying outside of county or municipal offices. In the event that a lobbyist engages in lobbying which is outside of county or municipal offices as applicable, and which is a scheduled appointment initiated by any person for the purpose of lobbying, the lobbyist shall advise in writing the commissioner's office, the member of a local municipal governing board's office, the mayor or chief executive officer's office, the advisory board member's office, or the employee's department office as appropriate of the calendar scheduling of an appointment and the subject matter of the lobbying contact.

Sec. 2-355. Cone of silence.

(a) Cone of silence means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

- (1) Any person or person's representative seeking an award from such competitive solicitation; and
- (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.

(b) For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

(c) The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.

(d) The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

(e) The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

(f) The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

(g) Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable.

Sec. 2-356. Enforcement.

(a) If the county administrator or municipal administrator as applicable is informed of any person who has failed to comply with the requirements of this article, he or she shall conduct a preliminary investigation as deemed necessary under the circumstances. In the event the county administrator or municipal administrator as applicable determines that a violation may have occurred based on the results of the investigation, the county administrator or municipal administrator as applicable shall forward the matter to the county commission on ethics for further investigation and enforcement proceeding as set forth in article XIII of this chapter, the countywide code of ethics. For the purposes of further investigation and enforcement by the commission on ethics, a complaint submitted under this subsection by the county administrator or municipal administrator shall be deemed legally sufficient.

(b) The commission on ethics may process any other legally sufficient complaints of violations under this article pursuant to the procedures established in article XIII of this chapter.

Sec. 2-357. Penalties.

Violations of this article shall be punishable as follows:

- (1) Failure to properly register as required by section 3-353 of this article shall be deemed a single violation, punishable by a fine of two hundred fifty dollars (\$250) per day for each day an unregistered lobbyist engages in lobbying activity, in an amount not to exceed a total of two thousand five hundred dollars (\$2,500).
- (2) Failure to properly provide lobbying contact information as required by section 2-354 of this article shall be punishable by a fine of two hundred fifty dollars (\$250) for each violation.
- (3) Violations of the cone of silence set forth in section 2-355 of this article shall be punishable by a fine of two hundred fifty dollars (\$250) for each violation.
- (4) Any person who knowingly makes or causes to be made a false statement or misrepresentation in maintaining a lobbyist registration shall be subject to a fine of two hundred fifty dollars (\$250) for each violation.
- (5) Any person who violates the provisions of this article more than once during a twelve-month period shall be prohibited from lobbying as follows: A second violation shall result in a prohibition of one (1) year; a third violation shall result in a prohibition of two (2) years.
- (6) The penalties provided in this section shall be exclusive penalties imposed for any violation of the registration, contact log, and cone of silence requirements of this article. Willful and knowing violations of this article shall be referred by the commission on ethics to the state attorney for prosecution in the same manner as a first-degree misdemeanor pursuant to Florida Statutes, §125.69. Failure or refusal

of any lobbyist to comply with any order of the commission on ethics shall be punishable as provided by law, and shall otherwise be subject to such civil remedies as the county or municipality as applicable may pursue, including injunctive relief.

Secs. 2-358—2-370. Reserved

EXHIBIT "C" TO THE BID

BID FORM

Full Legal Name of Entity:

(Exactly as it is to appear on the Agreement)

Entity Address: _____

Contact Person/Title: _____

Contact Person's Telephone Number: _____

Contact Person's Fax Number: _____

Contact Person's Email Address: _____

Form of Entity (check one and complete the appropriate entity statement attached hereto)

Corporation (Complete forms page(s) __)

General Partnership (Complete forms page(s) __)

Limited Partnership (Complete forms page(s) __)

Joint Venture (Complete forms page(s) __)

Other, Please specify _____

Sole Proprietorship

Federal I.D. Number: _____

(1) If Bidder is a subsidiary, state name of parent company.

Caution: All information provided herein must be as to Bidder (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Bidder's business entity statement.

Is Entity registered to do business in the State of Florida? Yes No

If **yes** to the above, as of what date? _____

If not presently registered to do business in the State of Florida, Bidder acknowledges, by signing below, that if it is the Awardee, it will register with the State of Florida prior to the effective date of the contract.

4. RESTAURANT

The Restaurant shall be open and provide a full lunch and dinner menu six days a week. Sublease will provide additional requirements for operations.

B. STATE OF FLORIDA REQUIREMENTS

All requirements of the Florida Administrative Code § 18-2 and Chapter 253, Florida Statutes, including, but not limited to:

- (1) The Bid must meet Public Interest Evaluation;
- (2) The Bidder's use of land must provide the greatest combination of benefits to the General Public;
- (3) Bidders must agree to terms and conditions that will provide for responsible management that will protect and enhance uplands;
- (4) The Sublease is subject to cancellation if Sublessee converts the facility to unauthorized use or causes the land leased to be used for purposes for which it was not approved;
- (5) All sublessee's activities shall implement Best Management Practices that have been approved by State agencies;
- (6) Equitable Compensation shall be paid to the State in addition to the compensation to be paid to the City set forth in the Bid, unless otherwise determined by the Trustees to be in the public interest;

- (7) Successful Bidder shall pay all costs of legal advertisement, title work, survey work, estimating value, taxes or assessments for any activity requiring such item;
- (8) Public access will be maintained to the greatest extent possible;
- (9) All portions of the Premises shall be open for inspection by the Florida Department of Environmental Regulation staff at reasonable times;
- (10) Sublessee shall be responsible for obtaining all permits and paying any and all ad valorem taxes, drainage, special assessments or other taxes.

BIDDERS MUST ADDRESS EACH ITEM IN A., CITY REQUIREMENTS, AND B., STATE REQUIREMENTS.

SIGNATURE: _____
NAME (PRINT): _____
TITLE: _____
COMPANY: _____

CORPORATION STATEMENT

If a Corporation, answer the following:

1. When incorporated? _____
2. Where incorporated? _____
3. The Corporation is held:

Publicly Privately
4. Has the Corporation previously offered operation and management services in a facility of similar size in the state of Florida?

yes no

If yes, indicate Date: _____ Location: _____
5. Furnish the name, title, and address of each director, officer, principal manager and how long each has been employed.
6. Attach a copy of the Corporate Certificate from the Secretary of State.
7. Attach Credit references.

PARTNERSHIP STATEMENT
(General or Limited)

If a General or Limited Partnership, answer the following:

1. Date of organization? _____
2. Place of organization? _____
3. Indicate: [] General Partnership or [] Limited Partnership
4. Is the Partnership agreement recorded? [] yes [] no

If yes, indicate _____
Date Book Page Location

5. Has Partnership or any partner previously offered operation and management services in a facility of similar size in the state of Florida?
[] yes [] no

If yes, indicate Date: Location:

6. Furnish the name, title, and address of each director, officer, principal managers, general or limited partner, and how long each has been employed.
7. Attach one (1) copy of the Partnership Agreement.
8. Attach Credit references.

JOINT VENTURE STATEMENT

If a Joint Venture, answer the following:

1. Date of organization? _____
2. Place of organization? _____
3. Is the Joint Venture agreement recorded? yes no

If yes, indicate _____
Date Book Page Location

4. Has Joint Venture previously offered operation and management services in a facility of similar size in the state of Florida?
 yes no

If yes, indicate Date: _____ Location: _____

5. Furnish the name, title and address of each director, officer, principal managers, general or limited partner of Joint Venture and how long they have been employed.
6. Attach one (1) copy of the Joint Venture Agreement.
7. Attach Credit references.