



City of Anna Maria

REQUEST FOR PROPOSAL

Pier Restaurant and Bait Shop Anna Maria City Pier Lease RFP-ITB No. 20-001

RESPONSE SUBMISSION DATE AND TIME
FEBRUARY 26, 2020 AT 1: 00 PM EST.

AT
CITY OF ANNA MARIA
OFFICE OF THE CITY CLERK
CITY HALL
10005 Gulf Drive NORTH
Anna Maria, FL 34216

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of Anna Maria will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or calling 1-941-708-6130 Ext. 122 and request Document **No. 20-001**.

Contact Person: LeAnne Addy, City Clerk/Treasurer

Email: amclerk@cityofannamaria.com | Phone: (941) 708-6130 Ext. 122 | Fax: (941) 708-6136

The City of Anna Maria, Florida, hereinafter referred to as “City”, is hereby soliciting proposals from qualified entities (“Proposers”) to lease and operate the City Pier Restaurant and Bait Shop located on the Anna Maria City Pier, located at 100 North Bay Drive City of Anna Maria, Florida.

Please submit one (1) original bound proposal and one (1) USB Flash Drive either by mail or hand delivery in response to this solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this solicitation no later than Wednesday, February 26, 2020 at 1:00 p.m., where shortly after a public opening will take place in the Council Chambers at which time accepted Proposals will be opened and the name of the Proposer shall be read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of Anna Maria, Office of the City Clerk, 10005 Gulf Drive, Anna Maria, Florida 34216. Please clearly mark Proposals:

**“IMPORTANT, SOLICITATION
ENCLOSED”
City Pier Restaurant and Bait Shop
Anna Maria City Pier Lease
RFP-ITB No. 20-001**

The City’s tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	January 22, 2020	4:00 p.m. Est
Mandatory Pre-Bid Meeting	February 5, 2020	10:30 a.m. Est
Last Date for Receipt of Written Questions:	February 12, 2020	12:00 p.m. Est
Opening of Solicitation:	February 26, 2020	1:00 p.m. Est
City Commission Contract Approval Date:	To Be Determined	

(The City reserves the right to delay or modify scheduled dates and will notify Proposers of all changes in these scheduled dates.)

Copies of this solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling 1-941-708-6130 Ext.121.

INTRODUCTION

Purpose- The City of Anna Maria requests proposals for a tenant to build out (at tenant’s sole expense) and operate a restaurant and bait shop located on the Historic Anna Maria City Pier which shall have a first-class standard of quality food, beverage service and customer service. The City shall be responsible for the construction of the shell of the restaurant and bait shop, and for the construction and build out of rest room facilities that will be available to pier users as well as restaurant and bait shop customers. The pier is newly constructed because it was destroyed by Hurricane Irma. Historically, this pier is the number 1 tourist attraction in Manatee County.

The City of Anna Maria currently owns a newly constructed Restaurant and Bait Shop shell on the City Pier and the current lease expires December 15, 2020. Upon review and evaluation of the Proposals submitted, it is the intent of the City of Anna Maria to select a restauranteur to operate and maintain the restaurant and bait shop at this location, as outlined in the RFP.

ACCEPTANCE AND REJECTIONS

The City reserves the right to reject any or all proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Proposer offering the greatest advantage to the City. All bids must be sealed and will be rejected if received after the submission date and time.

We look forward to your active participation in this Solicitation.

Sincerely,
LeAnne Addy, CMC
City Clerk/Treasurer

SECTION 1.0 INSTRUCTIONS TO BIDDERS

1.1 DEFINITIONS

- a) “City” means the City of Anna Maria.
- b) “Lease” means the binding written agreement for the operation of the Restaurant and Bait Shop at the Anna Maria Pier containing terms and obligations governing the relationship between the City and the Tenant.
- c) “Proposal” means the documents timely remitted by Proposer in response to this Solicitation.
- d) “Proposer” means any individual, organization, company or other entity submitting a response to this RFP.
- e) “Tenant” means the successful Proposer that has executed the Lease with the City.

INVITATION

This invitation is extended to Proposers that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City’s anticipated needs.

1.2 LOBBYING

All Proposers, and their agents are hereby placed on notice that neither the City Commission Members, Mayor, any evaluator, the City Attorney, employees of the City, nor sponsoring agencies shall be lobbied either individually or collectively regarding this RFP. Proposers and their agents are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the RFP (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Proposer, who violates these guidelines will not be considered for review. The individual (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or clarifications concerning the RFP, the selection process and the negotiation and award procedures.

1.3 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Proposers shall contact the individual identified on the cover page of this solicitation for all inquiries relating to this RFP. All Proposer’s technical inquiries shall be done by the Proposer in writing either through the mail, by facsimile transmission or by electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City’s web site (www.cityofannamaria.com) and Demand Star by Onvia at www.demandstar.com or calling 1-941-708-6130 Ext. 122.

1.4 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this RFP.

1.5 ADDENDA

If any RFP revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web’s site at (www.cityofannamaria.com) and on Demand Star by Onvia at www.demandstar.com. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the**

responsibility of all Proposers to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the City's web site (www.cityofannamaria.com) and/or Demand Star by Onvia at www.demandstar.com. All addenda placed on Demand Star can be downloaded.

1.6 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.7 PROTEST

If a potential Proposer protests any provisions of the Request for Proposal documents, a written protest (setting forth the specific bases for the protest) must be filed with the City Clerk no less than five (5) business days (excluding weekends and City observed holidays) prior to the date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

If a Proposer protests any decision of the City of Anna Maria relating to this RFP, (whether as to ranking, award, or any other matter whatsoever), such written protest (setting forth the specific bases for the protest) must be filed with the City Clerk no more than two working days after (excluding weekends and City observed holidays) the announcement of the matter protested.

Failure to file a protest within the time prescribed shall constitute an absolute waiver of such Proposer's right to file a protest or to contest in any manner something that could have been subject to a protest.

Notice of written protest shall be timely filed with the City Clerk, City of Anna Maria, City Hall, 10005 Gulf Drive, Anna Maria, FL 34216. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office.

1.8 CONTRACT

By submitting a Proposal, all Proposers understand that neither this solicitation nor any Proposal shall constitute a contract with the City. No contract is binding or official until Proposals are reviewed and accepted by appointed City Staff, voted on and approved by the City Commission, and an official Lease is duly executed by the parties. The City shall not be required to sign a Lease with the selected Proposer unless the City determines it to be fair, competitive and reasonable.

1.9 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the City.

1.10 RESPONSE SUBMISSION AND OPENING

All Proposals shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The Proposal shall identify the solicitation number and title specified on the cover page of this RFP. Reference information shall also be marked on the outside of the sealed envelope, including

the Proposer's name and return address. The City assumes no responsibility for Proposals not properly marked.

The City will not accept Proposals delivered after the established deadline. If the Proposal is delivered after the established deadline, a Proposer shall be deemed non-responsive to the RFP requirements.

Receipt of a Proposal by any City office, receptionist or personnel other than the Clerk's Office will not constitute "delivery" as required by this RFP. The City will not accept or consider Proposals submitted via facsimile transmission. The public is welcome to attend the Proposal opening.

1.11 ASSIGNMENT OF PROPOSAL

A Proposer shall not transfer or assign its Proposal to a third-party following submission of a Proposal to the City.

1.12 WITHDRAWAL OF PROPOSAL

A Proposer may withdraw its submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Proposer. Responses, once received, become the property of the City, and will not be returned to Proposers even if they are withdrawn from consideration.

Proposals, once opened, shall not be withdrawn or modified except to the extent agreed to by the City during subsequent Lease negotiations.

1.13 PUBLIC RECORDS AND EXEMPTIONS

If deemed necessary by a Proposer, a Proposers may invoke the exemptions to disclosure provided by law, in the response to the RFP, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. Proposals will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the Proposal opening, whichever is earlier.

1.14 REJECTION OF PROPOSALS

The City reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

- (1) When such rejection is in the interests of the City;
- (2) If such Proposal is deemed non-responsive;
- (3) If the Proposer is deemed not responsible; or
- (4) If the Proposal contains any material irregularities. Minor irregularities contained in a response may be waived by the City. A minor irregularity is a variation from the RFP That does not affect the financial terms of the Lease nor does it give a Proposer an advantage or benefit not enjoyed by other Proposers and does not adversely impact the City.

1.15 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The City will independently score submitted Proposals based on the items listed in this RFP. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Proposers to provide oral presentations explaining and/or demonstrating each Proposal. All oral presentations, if any, will be scheduled and publicly noticed by the City. Following the completion of oral presentations, if any, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the written proposals and oral discussions for each Respondent. Oral presentations may also be required before the City Commission.

1.16 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is a timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.17 CITY COMMISSION REVIEW

The Mayor will report the results of this RFP to the City Commission for final consideration and approval. The City reserves the right to reject all Proposals.

1.18 THE CITY'S OPTIONS

The City may, at its sole and absolute discretion, reject any or all responses, re-advertise this RFP, postpone or cancel this RFP process at any time, or waive any irregularities in this RFP or in the Proposals received as a result of this RFP.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Lease award, or whether an award shall even be made as a result of this RFP, shall be at the sole and absolute discretion of the City.

The City shall have the right to request and consider further information from one or more Proposers as deemed appropriate by the City at the City's sole and absolute discretion. The submittal of a Proposal will be considered by the City as constituting an offer by the Proposer to enter a Lease based upon the terms of the Proposal as revised through negotiations with the City.

1.19 CONTRACT AWARD

The City anticipates the award of one Lease but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Lease award, the Proposer(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City at the time of award execution and for all subsequent updates to the insurance coverage throughout the Lease period. Failure to execute the Lease and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.20 NON-RESPONSIVE PROPOSALS

Proposals found to be non-responsive shall not be considered. Proposals may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Proposal may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Proposers, lack of experience or expertise to perform under the Lease, submission of more than one Proposal from an individual, Proposer, joint venture, or corporation under the same or a different name, failure to perform or meet financial obligations on previous contracts, and/or employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.21 ALTERNATIVES TO THE RFP

Proposers may not provide Alternatives to the Base Bid of this RFP unless the RFP specifically states where Alternatives may be taken and brought forward as a benefit to the Owner by the Proposer. All Alternatives offered by the Proposer will not be considered in the base bid selection of this project. Proposer shall indicate clearly what Alternative is being offered and what benefit it provides to the City. The City, after completing evaluations of Alternatives, may accept or reject the Alternatives after Base Bid Selection of a Proposer.

All Alternatives shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City is under no obligation to accept any Alternatives. If no alternative is stated, the City will assume that the Respondent will accept all terms and conditions.

1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection as provided under Florida law.

1.23 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Proposal and Lease contemplated herein, including, but not limited to those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the Proposal and Lease.

1.24 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.25 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days (30) after Proposals are received or after an award is announced, whichever is earlier. After said time, Proposers may request documents or make an appointment to review submittals and presentations.

1.26 LATE SUBMISSIONS

The City will not accept Proposals received after opening time and encourages early submittal.

1.27 SOLICITATION OPENING

Properly received Proposals will be announced at the Proposal Opening in the Council Chambers City of Anna Maria, City Hall, 10005 Gulf Drive, Anna Maria, FL 34216. A list of Proposers shall be placed on the City's website.

1.28 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.29 CONFLICTS OF INTEREST

Proposers must list any possible conflicts of interest they have, or any employee of theirs has or anticipates having, relating to providing services to the City of Anna Maria, and, if any, explain how those conflicts would be resolved.

1.30 CITY OF ANNA MARIA'S FORMULA RETAIL ORDINANCE

All Proposers are put on notice of the existence of the City of Anna Maria's Formula Retail Ordinance, a copy of which can be viewed at:

https://library.municode.com/fl/anna_maria/codes/code_of_ordinances?nodeId=PTIICOOR_CH18BU_ARTIIIFOREFOCOES

1.31 REFERENCES

Although not required, all Proposers are encouraged to provide references which can be checked by the City. See Appendix "F".

SECTION 2.0 SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

PROPOSED GENERAL TERMS & CONDITIONS:

2.1 LEASED PREMISES (Attachment 1):

Restaurant, Bait-Shop, buildings and breezeway is the area available for lease as shown in Attachment 1.

2.2 PARKING

City will provide the number of marked parking spaces required per City ordinance, based upon the final number of seats mutually agreed upon by Tenant and City.

2.3 USE

Tenant is expected to use the Leased Premises for the purpose of operating:

A restaurant serving quality meals to the general public.

A bait and tackle shop with a walk-up snack-bar facility serving snacks and beverages as well as offering bait and tackle and gift merchandise.

2.4 COMMON AREA (Attachment 1):

The common areas outside of the premises as described in Attachment 1 can be made available for use by the Tenant upon consent of the City.

2.5 HOURS of OPERATION:

The common areas of the pier must be open to the general public seven (7) days a week. The expected hours of operation for the restaurant are from 7:00 a.m. to 9:00p.m., Seven (7) days a week. The expected operating hours of the bait shop are from 7:00 a.m. to 9:00 pm seven (7) days a week. Alternative hours are operation would be considered.

2.6 PRIMARY TERM:

Ten (10) Years with a 10-year extension, at Tenant's option. Alternative extension term may be two five (5)- year terms.

2.7 COMMENCEMENT:

Lease commencement shall be 120 days after the City turns over the building to the Tenant for build-out or when the restaurant opens for business, whichever occurs first.

2.8 LANDLORD IMPROVEMENTS:

City will deliver the leased space to the Tenant per Attachment 1. Tenant is then responsible for build out as outlined below in item "2.9." below.

2.9 TENANT BUILDOUT:

Tenant is expected to enter into a contract with a contractor approved by the City to complete any additional buildout required for Tenant's occupancy. The Tenant is expected to have 120 days to complete the build out of the restaurant and bait shop interiors and then open for business.

2.10 MAINTENANCE (as illustrated in Attachment 1.)

For Premises Area: The City will provide for all maintenance of the exterior of the premises, but to include the interior of the bathrooms, (as described in 2.1 above and Attachment 1) through a third party or parties. The Tenant will reimburse the City on a monthly basis in the form of additional rent for the provision of this service to the leased premises.

For Common Area: In addition to base rent, Tenant may be required to pay a negotiated portion of the common area maintenance for the pier, its approaches and parking area.

2.11 INSURANCE

The City will insure the premises as described above for fire, wind, and casualty. The Tenant will be responsible to insure any contents belonging to Tenant as well as maintain liability insurance in amounts acceptable to the City.

2.12 TAXES

The Tenant will be responsible for all City, County and State property taxes levied on the leased property.

2.13 SCOPE OF LEASE

Tenant shall pay rent, maintenance, contents insurance, applicable tax and any improvements to leased premises.

2.14 BASE RENT (Mandatory Submission)

Due during Year 1 will be the amount indicated in Proposer's bid, payable in equal monthly payments plus any applicable tax on rent. After Year 1, and every year thereafter, including lease extension option years, Base Rent shall increase at a rate to be negotiated.

2.15 PERCENTAGE RENT (Optional Alternative Submission)

The City will also consider an optional additional percentage rent (over and above the Base Rent above in 2.14) based upon a gross revenue. The formula calculations should be indicated in the Proposer's Proposal, should Proposer opt to submit same.

2.16 SIGNAGE

Tenant will be permitted building signage subject to compliance with the maximum allowed by applicable ordinance.

2.17 UTILITIES

Tenant will be responsible for the payment of all utility services to the Leased Premises including: electricity, potable water, sewage disposal services, gas, trash and garbage collection services, fire suppression, alarm system, telephone, Internet and cable television.

2.18 SECURITY DEPOSIT

A negotiable refundable security deposit may be required.

2.19 LEASE AGREEMENT

Upon determining successful Proposer and reaching mutual agreement of the terms and conditions, the City of Anna Maria will prepare a draft lease agreement incorporating the provisions contained herein. The City of Anna Maria reserves the right to negotiate specific terms of the Lease with the selected Proposer.

SECTION 3.0 EVALUATION/SELECTION CRITERIA AND PROCESS

3.1 QUALIFICATION AND EVALUATION OF PROPOSALS

Proposals will be evaluated and independently scored based upon, but not limited to, the following factors, listed in order of importance:

- Annual base rent revenue to the City (2.14 Above)
- Optional Alternative percent rent formula, if applicable (2.15 Above)
- Local Presence
- Corporate Experience
- Past Performance
- Verifiable information provided by Proposer as to financial ability to perform

Each Proposal submitted pursuant to this RFP will be subject to the same review and assessment process. The distinction between corporate experience and past performance is as follows: **Corporate experience** pertains to the size and types of pertinent experience the Proposer and/or its principal(s) has, and the related volume and financial metrics of that experience. **Past Performance** relates to quantifiable results in terms of quality, stability and customer satisfaction, congruent with the needs described in "Introduction-Purpose" above, including past performance as it relates to quality provided and how successful the Proposer has performed in meeting customer demands and needs.

Upon completion of the evaluation of the Proposals, City of Anna Maria reserves the right to short list proposed restaurateur(s) and request an interview of those short listed. City of Anna Maria may request additional information from one or more Proposers after the submission of the initial Proposals in order to clarify, confirm, or properly evaluate any proposals. Proposer(s) may be asked to provide an oral discussion of its/their Proposal(s). This presentation may be limited to a portion of the Proposal, and may be limited to a clarification, explanation, or more extensive description of the Proposal.

Selected Proposer, after negotiation of terms of Lease, will be asked to sign a Lease with the City of Anna Maria. The City of Anna Maria reserves the right to waive any irregularities and to reject any or all Proposals.

3.2 RESPONDENT'S SUBMISSIONS AND REQUIREMENTS

All Proposers shall submit:

3.2.1 Completed and properly executed forms from Appendix A through H.

3.2.2 Any further information requested by the City to evaluate/clarify Proposer's submission.

Each Proposer, by submitting a Proposal, represents that the Proposer has:

3.2.3 Read and understands this RFP (including all Attachments and Appendices in the RFP) and that their offer is made in accordance therewith.

3.2.4 Reviewed the RFP thoroughly and is familiar with the local conditions and regulations under which the Lease is to be performed.

3.2.5 Is qualified to provide the services required under this RFP and, if awarded the Lease, will do so in a professional, timely manner.

SECTION 4.0 PROPOSAL FORMAT

PROPOSAL INFORMATION TO BE PROVIDED

4.1 ANNUAL REVENUE TO THE CITY

Indicate amount to be paid in Base Rent as defined under "Proposed Terms and Conditions" (Item 2.14) above.

4.2 PERCENTAGE RENT

Describe proposed formula for Percentage Rent (Item 2.15 above) if applicable.

4.3 LOCAL PRESENCE/COMMUNITY INVOLVEMENT

Indicate in 700 words or less current and past business and residence locations of primary principal(s) of Proposer, as well as past and current specific community involvement within the State of Florida, Manatee County and Anna Maria Island (i.e. Chamber of Commerce membership, local youth sports program sponsorship, community center support or charity/service oriented organizational membership such as Kiwanis, Lions Club, etc.)

4.4 CORPORATE EXPERIENCE

Indicate in 700 words or less, for a time frame of the past 15 years, the Proposer's experience in restaurant operations. Include position, restaurant name(s), location(s), number of seats, and any other relevant data. List all entries by date, name and location in reverse chronological order, starting with present. If the experience includes a related company, specifically set that forth, and state how the related company is relevant to this RFP.

4.5 PAST PERFORMANCE

Indicate in 700 words or less financial stability, social media reviews, awards and any other relevant financial and quality data related to the specific experience listed under Corporate experience above (past 15 years). List all entries by date, name and location in reverse chronological order, starting with present. Appendix “G”

4.6 VERIFIABLE INFORMATION PROVIDED BY PROPOSER AS TO FINANCIAL ABILITY TO PERFORM

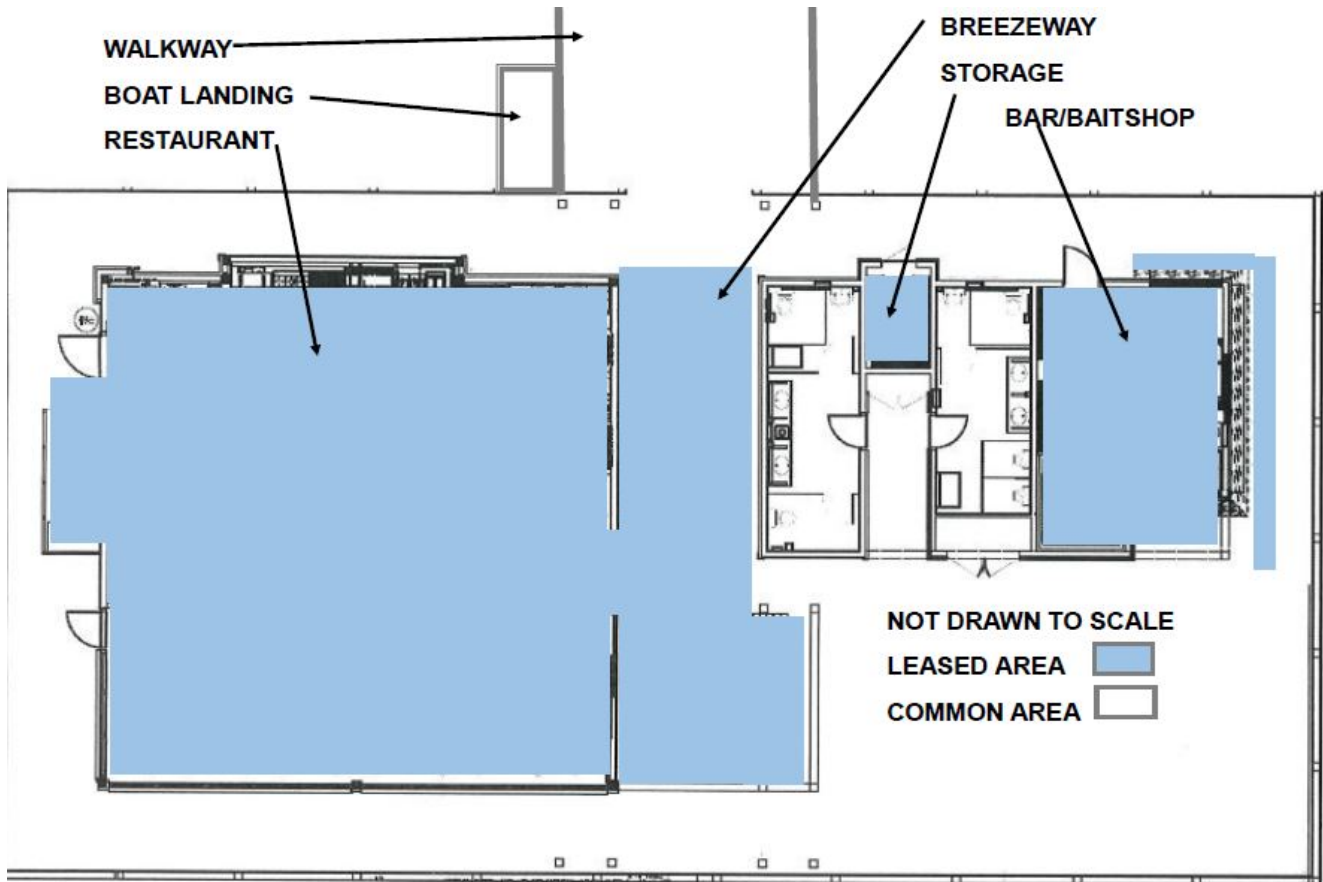
See appendix “H”. Proposer shall provide information that is subject to independent verification by the City (and explain the method the City can use to conduct such verification), that the Proposer is financially able to build out the Leased Premises and meet the long-term obligations under the Lease.

4.7 ESTIMATE OF COST OF BUILD-OUT

Give best estimate as to the cost of the build-out of the restaurant and bait shop, and state the basis for the estimate (ie. cost per square foot, etc.)

Attachment 1

PIER PREMISES Proposed Lease & Common Areas (excludes parking areas)



Appendix A
COVER PAGE & CONTACT PERSON INFORMATION

Anna Maria City Pier Restaurant and Bait Shop Lease
RFP

Include this sheet as the very first page of your Proposal. Please complete the entire form in its entirety. The contact person indicated should be someone the City may contact for any questions or provide any correspondence related to this Solicitation.

Legal Name of Proposer(s):

Federal Employee Identification (FEIN) Number:

Mailing Address:

City: te e:

Contact Persons Name:

Title:

Email Address:

Telephone Number:

Fax Number:

Appendix B
PROPOSAL SUBMITTAL CHECKLIST

Anna Maria City Pier Restaurant and Bait Shop Lease

RFP

This checklist is provided for Proposer’s convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily be complete and include all the requirements listed throughout this Solicitation. It sets guidelines for consideration and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One (1) Appendix Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Contact Information Sheet	
	Appendix B: Submittal Checklist	
	Appendix C: Drug Free Workplace Certification	
	Appendix D: Sworn Statement Pursuant to Public Entity Crimes	
	Appendix E: Anti-Collusion Form	
	Appendix F: References	
	Appendix G: Past Performance	
	Appendix H: Financial Ability to Perform	
Tab/Page No.	Section Two (2) Narrative Description	OFFICE USE ONLY
	Company Narrative	
	Qualifications/Experience	

FOR CITYUSE ONLY		
<input type="checkbox"/> Responsive	<input type="checkbox"/> Non-Responsive	<input type="checkbox"/> Other: _____
Comment: _____		

Appendix C
DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Appendix D
**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES**

This sworn statement is submitted to the City of Anna Maria, Florida by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing his sworn statement:
_____)

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or

 - b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

4. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2016 by _____, who is personally known to me or produced _____ as identification.

Notary Public

My Commission Expires:

Appendix E
ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:

By signing this form, the Proposer agrees that this Proposal is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a proposal for the same purpose and that the proposal is in all respects fair and without collusion or fraud.

SIGN in ink in the space provided below. Unsigned Proposals will be considered incomplete, and will be disqualified, and rejected.

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSERS ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF ANNA MARIA.

NAME OF FIRM:

TITLE:

ADDRESS:

CITY: STATE: ZIP CODE:

TELEPHONE: FAX:

COMPLETION TIME:

F.E.I.N. NUMBER:

SIGNED BY: _____
(Must be signed by a Company Officer or authorized agent)

PRINTED SIGNATURE: _____

NO Proposal may be withdrawn for a period of ninety (90) days subsequent to the submittal of the Proposals, without the consent of the City of Anna Maria.

NO PROPOSAL (REASON):

Appendix F
REFERENCES

The following is a list of references from entities for which Proposer has provided similar services:

Name of Firm, City, County, or Agency:

Address:

Contact Name:

E-mail address:

Telephone number:

Name of Firm, City, County, or Agency:

Address:

Contact Name:

E-mail address:

Telephone number:

Name of Firm, City, County, or Agency:

Address:

Contact Name:

E-mail address:

Telephone number:

ADDITIONAL REFERENCES MAY BE ATTACHED AND SUBMITTAL OF THEM IS ENCOURAGED.

Appendix G
PAST PERFORMANCE

APPENDIX H
VERIFIABLE INFORMATION PROVIDED BY PROPOSER AS TO FINANCIAL
ABILITY TO PERFORM