



## **REQUEST FOR PROPOSALS FOR A**

### **LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

#### **REQUEST FOR PROPOSALS (RFP) NO. 104-2018**

**NOTICE IS HEREBY GIVEN** that the Town of Lake Park Community Redevelopment Agency (hereinafter referred to as the “CRA”), Florida is accepting sealed Proposals from qualified non-profit 501(c)(3) tax exempt organizations for lease occupancy of the 2,200 square foot building located at 800 Park Avenue, Lake Park, Florida, in accordance with the terms, conditions and specifications contained in this RFP. The building is currently being used as an art gallery.

#### **Submitting Proposals**

**All sealed proposals must be submitted with an original and three (3) copies in sealed envelopes/packages to the following address:**

**Town of Lake Park  
Office of the Town Clerk, Town of Lake Park  
Lake Park Town Hall  
535 Park Avenue  
Lake Park, Florida 33403**

**PROPOSAL ENVELOPES MUST BE PLAINLY MARKED ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE AS “PROPOSAL FOR LEASING ARRANGEMENT FOR A TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING LOCATED AT 800 PARK AVENUE, LAKE PARK FLORIDA, RFP NO. 104-2018.**

**Sealed proposals must be received on or before 10:00 a.m. Eastern Time on May 1, 2018 at which time all proposals will be publicly opened and read in the Commission Chamber of the Lake Park Town Hall. Proposals received after this time shall be returned unopened. Receipt of a Proposal by any Town office, receptionist, or personnel, other than the Office of the Town Clerk shall not constitute “submittal” as required by this solicitation. The Town Clerk’s time stamp shall be conclusive as to the timeliness of each submittal.**

**PLEASE NOTE THAT PROPOSALS WILL NOT BE ACCEPTED BY FAX OR BY EMAIL.**

**Proposal Documents**

**Offerors desiring copies of the RFP document for use in preparing a proposal may obtain a set of such documents by visiting or calling the Office of the Town Clerk at (561) 881-3311, 8:30 a.m.–5:00 p.m. Eastern Time, Monday–Friday.**

Proposals shall be submitted on the form(s) provided and signed in BLUE ink by an officer and/or owner of the business possessing the required authority. Proposals must include all information requested. Any corrections made to entries on any proposal form(s) shall be initialed where changed by the person signing the proposal in BLUE ink.

Should any information requested not be provided or if the proposal should be received unsigned on the proposal sheet ('PROPOSAL FORM'), such proposal shall be considered non-responsive and subject to rejection.

All proposal prices shall be guaranteed firm for a minimum of 90 calendar days after the submission of the proposal. No offeror may withdraw his or her proposal within 90 calendar days after the proposal opening date.

All Offerors are advised that the CRA has not authorized the use of the CRA logo by individuals or entities responding to CRA requests for proposal, and that any such use by unauthorized persons or entities constitutes a second degree misdemeanor pursuant to Section 165.043, Florida Statutes.

All Offerors are advised that the CRA will not supply or sell materials to offerors in connection with submission or preparation of Proposals, or any other matter, including but not limited to envelopes, labels or tape.

Offerors shall demonstrate a satisfactory record of performance on projects of a similar magnitude, scope, value, and trade as this project as documented by their Letters of Reference which must be submitted as part of their proposals, which shall be verified by the CRA.

Award of the Proposal will be made at a meeting of the CRA Board.

The CRA reserves the right to accept or reject any or all Proposals (in whole or in part) with or without cause, to waive any technicalities, irregularities or formalities, or to accept the proposal(s) which in its judgment best serves the CRA.

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**Vivian Mendez, CMC, Town Clerk  
Town of Lake Park, Florida**

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## TABLE OF CONTENTS

Page 1	Proposal Cover Page
Page 3	Table of Contents
Page 4	Offeror's Certification
Page 5	Section 1: General Terms and Conditions
Page 9	Section 2: Competitive Sealed Proposal Process
Page 18	Required Submittals
Page 19	Acknowledgment of Addenda
Page 20	Proposal Submittal Signature Page
Page 21	List of Affidavits
Page 22	Conflict of Interest Disclosure Form
Page 23	Notification of Public Entity Crimes Law
Page 24	Certification of Drug-free Workplace
Page 25	Non-collusion Affidavit
Page 26	Sample Lease Agreement
Page 37	Exhibit A: Sample Evaluation Form

**OFFEROR'S CERTIFICATION**

**I certify that this proposal acknowledgment is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same commodities, services, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this proposal and certify that I am authorized to sign this document as the OFFEROR. By signature on this form, OFFEROR acknowledges and accepts without limitation, pages 1 through 37 inclusive of this Request for Proposals as well as any special instructions if applicable.**

**CORRECT LEGAL NAME OF OFFEROR:**

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**SIGNATURE OF OFFEROR'S AUTHORIZED AGENT:**

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**TITLE:**

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**TYPED/PRINTED NAME OF AUTHORIZED AGENT:**

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**ADDRESS:**

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**PHONE NO:**

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**SECTION 1**  
**GENERAL TERMS AND CONDITIONS**

**1.1 Definitions:**

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Amendment:* A modification, deletion or addition to an executed contract by means of a formally executed document signed by both parties.

*Blanket purchase order:* A purchase order under which vendor agrees to provide goods and/or services to a purchaser on a demand basis.

*Certificate of contract completion:* A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the contract.

*Certificate of insurance:* A document which shows proof of insurance, coverage, types and amounts.

*Change order:* A written instrument issued on or after the effective date of the formal written contract or purchase order which, when duly executed by the town and contractor, amends the contract documents to provide for a change in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof.

*Commodities:* Anything defined in 287.012(5), F.S.

*Consultants Competitive Negotiation Act (CCNA):* The state statute that applies to the acquisition of architectural, engineering, landscape architectural or surveying and mapping services where the estimated cost of the planning or study activity with professional services fees exceeds \$35,000.00 (the Category Two threshold amount), or where the estimated basic project construction cost exceeds \$325,000.00 (the Category Five threshold amount).

*Consulting services – non-CCNA:* If the solicitation is not for architectural, engineering, landscape architecture or surveying, the CCNA bidding process is not to be utilized.

*Contract:* An agreement with sufficient consideration between two or more parties which sets forth the total legal obligations of the parties.

*Cooperative purchasing:* A method of purchasing the same goods or services with the same terms and conditions utilizing a contract issued by another public agency that has fulfilled the requirements of competitive solicitation (commonly referred to as “piggybacking”).

*Debarment:* The exclusion, for cause, of an offeror or contractor from bidding and/or receiving a contract to do business with the town.

*Design-build:* The requirement for which a single contract with a design-build firm is entered into for the design and construction of a capital improvement construction project.

*Designee:* A duly authorized representative of a person, organization, or agency.

*Discrimination:* Any offeror that has been placed on the discrimination vendor list as defined by F.S. § 287.134, shall not be able to transact business with the town to the extent as specified in § 287.134 (2) (b).

Emergency purchase: Procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the town and/or its citizens or would create a hardship on the reasonable conduct of business in a timely fashion. Lack of planning, or funding surpluses, do not justify emergency purchases.

Estimate: A stated expectation of price based upon time, quantity or other qualifiers.

Evaluation committee: A committee comprised of town employees established for the purpose of evaluating bids and proposals submitted in response to invitations for bids or requests for proposals for purchases with an estimated cost of \$25,000 or more. The evaluation committee shall have no less than three voting members and shall consist of the following:

- (1) The originating department director who in conjunction with the finance director appoints the other members of this committee; and
- (2) The finance director who shall chair the evaluation committee as a non-voting member.
- (3) The town attorney shall provide advisory legal assistance as requested.

Health services: The procurement of any medical functions not covered by insurance, including but not limited to pre-employment physicals, random drug screening, medical consultations, and the contractual employment of the medical director for the county fire department.

Invitation for bids: A written or electronically posted solicitation for competitive sealed bids.

Local merchant: A merchant whose primary place of business is located within the municipal boundaries of the Town of Lake Park, Florida, and which has possessed a valid Town of Lake Park Business Tax Receipt for a minimum of one continuous year prior to the issuance of the invitation for bids or request for proposals.

Mandatory bid amount: The threshold dollar amount established as policy by the town commission at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein. The mandatory bid amount is \$25,000.00 as established by the town commission.

Minority business enterprise (certified): A business as defined by F.S. § 288.703 (1).

Minority person: A person defined by F.S. § 288.703.

Nonresponsive respondent: Any offeror responding to an invitation to bid, request for proposals, or request for statement of qualifications that does not submit the required signed documents or submits incomplete documents and/or information.

Notice to proceed: A written notification from the town to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

Originating department: The town department issuing the invitation to bid, request for proposals, or request for statement of qualifications.

*Palm Beach County Merchant:* A merchant whose primary place of business is located within the boundaries of Palm Beach County, Florida, and which has possessed a valid Palm Beach County Local Business Tax Receipt for a minimum of one (1) continuous year prior to the issuance of the invitation for bids or request for proposals.

*Person:* Any business, individual, union, committee, club, or organization, or group of individuals.

*Procurement:* Buying, purchasing, renting, leasing or otherwise acquiring any commodities and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including construction projects and capital improvement projects, as defined herein, required by the town.

*Project manager:* A person designated by the town manager to manage and to ensure compliance with contracts which he/she originates

*Proposal:* An executed formal document submitted by an offeror to the town stating the goods and/or service offered to satisfy the need as described in a request for proposals (RFP),

*Proposal Criteria:* The basis upon which the Town will rely to determine acceptability of a proposal as stated in the Request for Proposals including, but not limited to inspection, testing, quality, workmanship, delivery, price, and suitability for a particular purpose, experience of the offeror, and other evaluation criteria. Those criteria that will affect the price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation costs, and total cost or life cycle costs.

*Public entity crime:* A violation as defined in F.S., § 287.133(1)(g).

*Public notice:* The required notification or advertisement of an invitation to bid, request for proposal, or other competitive solicitation provided for in this division, to be given to prospective offerors for a reasonable/required period of time as determined by the town manager, which shall, at a minimum, include:

- (1) Posting public notice on the town's official website; and
- (2) Notice in a newspaper of general circulation when required by applicable law.

The public notice shall describe the goods or services sought, and state the date, time and place of the bid/proposal/solicitation opening.

*Purchasing agent:* The town manager pursuant to Chapter 2, Article III, § 2-82 of the Town's Code of Ordinances.

*Request for a Quote:* An oral or written request for written pricing or services, information for commodities or contractual services.

*Request for letters of interest:* A solicitation of responses from interested and prospective offerors to provide information and/or specifications in order to determine qualifications and/or capabilities to satisfy a need rather than a firm specification, and in which the offeror may be given latitude in order to develop a product and/or service which will fulfill the need.

Request for proposal (RFP): A written or electronically posted solicitation for competitive sealed proposals.

Request for information: A written or electronically posted request made by the town to vendors for information concerning commodities or contractual services. Responses to these requests are not offers and may not be accepted by the town in the form of a binding contract.

Requisition: An internal document generated by the originating department and forwarded to the town manager or finance director requesting purchase of commodities and/or services.

Responsible offeror, proposer, or respondent: A person or business entity who has the capability in all respects to fully perform fully the contract requirements, and the integrity and reliability that will assure good faith performance.

Responsive bid, proposal or reply: A bid, proposal or reply submitted by a responsive and responsible offeror that conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid, proposal, or reply that conforms in all material respects to the solicitation.

Responsive bid proposal: A bid proposal, or reply submitted by a responsive and responsible offeror which conforms in all material respects to the solicitation.

Responsive offeror: An offeror that has submitted a bid proposal, or reply that conforms in all material respects to the request for proposal.

Sales tax recovery: An option, resulting from the town's tax exempt status, reserved by the town to purchase all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier.

Sole source: The only existing source of an item or service which meets the needs of the originating department as determined and documented by a reasonable analysis of the marketplace. If in the process of a public bid, only one response is received, the town manager or finance director may proceed as a sole source purchase.

Specification: A concise statement of terms, conditions and a set of requirements to be satisfied by a product, material, service, or process used in a request for proposals and request for statement of qualifications. It may include a description of any requirement for inspecting, testing, or preparing a commodity, service, or construction item for delivery.

Surety bonds: A document from the contractor, which is issued to guarantee that an obligation will be fulfilled. The nature of the obligation determines the type of bond that will be issued. The types of surety bonds include: license and permit bonds, public official bonds, bid, performance, labor, material and payment bonds.

Suspension: The temporary debarment of an offeror for a period not to exceed three years.

Town: The Town of Lake Park.

Veteran business enterprise: Any business which meets the definition of F.S. § 295.187 (3), and which has been certified by the Department of Management Services.

Warranty: The representation, either expressed or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.



**SECTION 2.**  
**COMPETITIVE SEALED PROPOSAL PROCESS**

**2.1 Proposal Submission:**

Proposals must be submitted in a sealed envelope no later than the time and date set forth as the proposal submittal deadline and at the location specified in this RFP. Any proposals received later than the submittal deadline or at any other location than as specified in this RFP shall not be accepted and shall be returned unopened to the offeror. It shall be the offerors sole responsibility to ensure that its proposal reaches the specified place for receipt of proposals by the specified deadline. The CRA shall bear no responsibility for any failure of the U.S. Postal Service or other courier service to successfully deliver a proposal to the designated delivery location. Submittal of any proposals to any Town office, department, receptionist, or employee other than the Town Clerk's Office does **not** constitute submittal as required by this RFP. It is noted that offerors shall be allowed to withdraw their proposals at any time prior to proposal opening.

All proposals and accompanying documentation received from offerors in response to this RFP shall become the property of the CRA, and will not be returned to the offerors. In the event of a contract award, all documentation produced as part of the contract shall become the exclusive property of the CRA.

**2.2 Proposal Acceptance and Evaluation:**

Proposals shall be accepted from all qualified offerors except as otherwise provided herein and shall be evaluated based on the criteria set forth in this RFP. Unsolicited alternates will not be considered.

The CRA may, at any time and in its sole discretion, reject all proposals and/or re-advertise for proposals using the same or different specifications and terms and conditions.

**2.3 Proposal Opening:**

Proposals shall be opened publicly in the presence of one or more witnesses at the time and place specified in this RFP. At the time of public opening, the town clerk or designee will officiate at the public proposal opening of sealed proposals received in response to this RFP, and shall announce and record the name of each offeror, the amount of each proposal and such other relevant information as the CRA Executive Director deems appropriate.

**2.4 Public Record:**

Upon award recommendation or ten days after opening, proposals become public records and shall be subject to public disclosure consistent with F.S. ch. 119.

**2.5 Cancelling or Postponing Request for Proposals:**

The town manager acting as the CRA Executive Director or finance director may, prior to a proposal opening, elect to cancel a request for proposals or postpone the date and/or time of submission or opening. In such situations, an addendum will be issued.

## **2.6 Withdrawal of Proposals:**

An offeror can withdraw its proposal up to the time listed for receipt of proposals. If an offeror unilaterally withdraws its proposal without permission after proposal opening, the finance director may suspend the vendor from participating in future proposals for up to three years.

## **2.7 Corrections to Proposals:**

The following shall govern the corrections of information submitted in a proposal when the information is a material factor in determining the responsiveness of the proposal.

- (1) Errors in extension of unit prices or in multiplication, division, addition or subtraction in a proposal may be corrected by the finance director or designee prior to award. In such cases, the unit prices shall not be changed. When offerors quote in words and in figures on items on the proposal sheet and the words and figures do not agree, the words shall govern and the figures shall be disregarded.
- (2) Nothing herein is intended to prohibit the acceptance of a voluntary reduction in price from the low offeror after recommendation to award to the low offeror, provided such reduction is not conditioned on, or does not result in, the modification or deletion of any specifications or conditions contained in the RFP.

## **2.8 Highlights of Lease Terms:**

- A. The lease shall be a triple net commercial lease whereby the lessee will be responsible for the payment of its operating expenses, utilities (i.e., electricity and water), sanitation, telephone and internet including cable, security alarm services, interior and exterior cleaning, and grounds maintenance of the Premises.
- B. The lessee must maintain a neat interior and exterior working environment and remove all trash from the Premises on a daily basis.
- C. The lessee must pay to the CRA the monthly lease amount of Five Hundred Fifty and no/100ths (\$550.00) Dollars.
- D. Security deposit equal to one month's lease payment is due from lessee upon execution of the lease. Such deposit will be held in escrow.
- E. The Premises are to be accepted by the lessee on an "as is" basis.
- F. Any alterations to the interior or exterior of the Premises must be approved in advance and in writing by the CRA Executive Director and the CRA Board.

**A mandatory pre-bid conference will be held from 2:00 p.m. to 3:00 p.m. Eastern Time on April 10, 2018, in the Commission Chamber, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403**

Any offer for a license to use the Premises identified herein tendered by any real estate broker, real estate agent, attorney or any other person shall be deemed to have been delivered by the principal on whose behalf the offer is submitted and the before named person(s) **shall not** be deemed to be an agent, representative, or facilitator for the CRA.

## **2.9 Requests for Information:**

Any request for clarification or additional information deemed necessary by any Offeror to present a proper proposal shall be submitted **no later than 10:00 a.m. Eastern Time on April 20, 2018**, in writing to the Town Clerk, Town of Lake Park, 535 Park Avenue, Lake Park, Florida 33403, or emailed to the Town Clerk at [vmendez@lakeparkflorida.gov](mailto:vmendez@lakeparkflorida.gov). Any such request must be received in time to allow sufficient time to prepare and disseminate a written response. All valid requests will receive a written response in the form of an addendum addressed to all prospective Offerors.

Such addenda as may be required due to changed conditions or to clarify the specifications will be delivered prior to the date and time set for the advertised opening and shall become a part of the RFP. It is the Offeror's responsibility to ensure they have received all addenda issued.

## **2.9 Insurance Requirements:**

The offeror shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (1) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee. The offeror shall also reimburse on a fiscal year basis and throughout the term of the lease the CRA for 100 percent of any premiums paid by the CRA for any property and liability insurance covering the building located at 800 Park Avenue, Lake Park, Florida (the "Premises") and its contents.
- (2) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

The CRA shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the CRA shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal demonstrating the required coverages shall be submitted with the offeror's proposal documents. There shall be a 30 day notification to the CRA in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the CRA's verification and approval as part of the CRA's evaluation of the proposal. The CRA may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the CRA with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance.

Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the CRA, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.

Additionally, the Lessee shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Lessee shall also have Liquor Liability insurance naming the Town of Lake Park Community Redevelopment Agency as an additional named insured.

## **2.10 Standards:**

Factors to be considered in determining whether the standard of responsibility for Offerors has been met include whether, in the CRA's determination, an Offeror has:

- A. Demonstrated in its submittal its ability to provide the highest and best public purpose usage of the Premises which shall be defined as a usage that is open to the public and that benefits the public as a whole;
- B. Demonstrated in its submittal how it will provide the best public purpose usage of the Premises;
- C. The ability to obtain all permits and licenses necessary for the conduct of its operation within the Premises;
- D. The ability to comply with all federal, state and municipal laws and regulations involved in the conduct of its operation both within the Premises and involved with the lease and outside the Premises, and shall not seek any waivers from the CRA Board or from the Commission of the Town of Lake Park of any special event fees or costs.
- E. Demonstrated that it meets the standard of responsibility in the CRA's determination by submitting as part of its proposal the following items:
  - (1) Documentation that Offeror has appropriate financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual requirements;
  - (2) A satisfactory record of performance on similar projects as set forth by the Offeror's proposal documents and as verified by the CRA;
  - (3) A record of integrity that is satisfactory to the CRA;
  - (4) Documentation that Offeror is legally established and able to contract with the CRA;
  - (5) A **complete** copy of Offeror's 501(c)(3) tax exempt certification letter from the Internal Revenue Service;
  - (6) Documentation showing that Offeror is endorsed and funded by the Palm Beach County Cultural Council;
  - (7) Documentation showing that Offeror is recognized statewide by organizations such as the Florida Association of Museums;
  - (8) Documentation of Offeror's track record of creating special events with a demographic that enhances the CRA area of downtown Lake Park and that it is

- regional in scope and able to bring audiences into Lake Park from outside Palm Beach County;
- (9) Must attract families and children through educational programs;
  - (10) Such standards shall be ranked pursuant to the Evaluation Criteria set forth at paragraph 2.12 of this RFP.

### **2.11 Award:**

Notice of intent to award, along with a tabulation of the proposal results, shall be posted by the Town Clerk on the Town of Lake Park and CRA official websites five (5) business days prior to the commission award. All offerors, or contractors affected by the proposed award of contract will also be notified by the Town Clerk at the time of posting, via telefax or other means, of the intended award. The award shall be effective upon approval by the CRA Board and upon issuance of a purchase order, execution of a contract, or written notice of award by the finance director or CRA Executive Director. The CRA may reject any proposal prior to such issuance. In the event only one proposal is received, the CRA may award to the sole offeror if the proposal is deemed to be reasonable and in the best interests of the CRA or may request new proposals. In the event all proposals exceed budgeted funds, the finance director, with direction of the town manager acting as the CRA Executive Director, in cooperation with the department director of the originating department, is authorized, when time or economic considerations preclude re-solicitation to negotiate an adjustment of the proposal price and/or specifications with the low responsive and responsible offeror in order to bring the proposal within the amount of budgeted funds.

### **2.12 Evaluation Criteria:**

The CRA reserves the right to accept or reject any and all proposals and/or to make award to the lowest responsive and responsible offeror whose proposal meets the requirements and criteria set forth in the request for proposals and whose award will, in the opinion of the CRA, be in the best interest of and most advantageous to the CRA.

Proposals will be evaluated using the criteria set forth below. **Offerors meeting the mandatory submittal criteria by submitting all required documentation will have their proposals ranked and evaluated.** A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto as **Exhibit A** to this RFP:

(1) **Experience, Qualifications and Financial Capability (40 points):**

Financial, material, equipment, facility, and personnel resources, experience, knowledge and use of best practices, and expertise necessary to indicate its capability to meet all contractual. Offeror's most recent Workers' Compensation experience rating (i.e., Mod factor) must also be submitted and will be considered;

(2) **Marketing Plan (20 points):**

A marketing plan identifying six (6) major special events to be organized and executed by the Offeror each year which will draw at least 1,000 attendees to the CRA with a demographic that enhances downtown Lake Park and is regional in scope with the ability to bring audiences into Lake Park from outside Palm Beach County. Such marketing plan must include a description of the types of events to be organized and executed by the Offeror; a market analysis of how the Offeror will draw 1,000 attendees; a plan for an advertising and outreach campaign; a list of nonprofit organizations with which the Offeror will partner; and, an explanation of how the public will participate. Offeror must also obtain within three months of the effective

date of the lease a listing with the Tourism Council as a “must see” activity or destination.

(3) **Record of Performance (10 points):**

A satisfactory record of performance on similar projects as set forth by Offeror’s submitted proposal documents and as verified by the CRA;

(4) **Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition (10 points):**

(5) **Highest and Best Public Usage (10 points):**

Offeror must provide a satisfactory record of its ability to attract regional inside and outside of Palm Beach County.

(6) **Hours of Operation (10 points):**

Offeror must demonstrate that it will keep the Premises open to the public seven (7) days per week for at least eight (8) hours per day.

The offeror shall supply the above information or documentation to the CRA as part of the proposal documents it submits to the CRA pursuant to the CRA’s request for proposals. If an offeror fails to supply such information the CRA shall consider the proposal documents submitted to be not responsive to the request for proposals and find the offeror nonresponsive.

**2.13 Cone of Silence:**

An offeror shall not communicate with any town elected or appointed official or employee other than a person listed in the proposal or contract documents as the contact person for a particular proposal or contract prior to the time an award decision has been made by the town. Any communication between the offeror and the town shall be submitted in writing to the office of the town clerk as listed in the proposal or contract documents and shall be solely for the purposes of obtaining information or clarification necessary to develop a responsive, accurate proposal or proposal. If an offeror fails to observe this restriction on communications, it shall be grounds for disqualifying the offending offeror from consideration for award of the proposal.

**2.14 Protested Solicitations and Awards:**

*Right to protest.* Any actual or prospective offeror that is allegedly aggrieved in connection with the solicitation or pending award of a contract may protest to the town’s finance director.

*Notice:*

- A. A written notice (e.g., letter, etc.) that a bid protest will be filed must be submitted to the office of the finance director no later than 5:00 p.m. Eastern Time, three business days from the time of initial posting of notice of intent to award. The notice of bid protest must be in writing, and must identify the protestant and the solicitation involved, and shall include a factual summary of the basis of the protest.
- B. The formal written protest must then be filed at the office of the finance director no later than 5:00 p.m. Eastern Time, within five (5) business days after the date of filing the notice of bid protest. The formal written bid protest shall contain at a minimum the following information:
  - (1) Identification of the name, address and contact information of the protestant and the solicitation involved;

- (2) A clear, brief, statement of the facts, legal arguments and other grounds on which the protest is based;
- (3) Identification of any applicable statutes, or ordinance(s), or other legal authority(ies) which the protestant deems applicable to the solicitation involved; and
- (4) A clear statement, in writing, of the specific nature of the relief requested by protestant.
- (5) Any additional written or physical materials, objects, statements, and arguments, which the protestant deems relevant to the issues raised in the request for review.

**The protestant shall mail a copy of the notice of protest and the formal written protest to the finance director, and shall provide the town manager with evidence of such mailing.**

- C. The formal written protest is considered filed with the town when it is received by the finance director and is not timely filed unless it is received by the finance director within the times specified above. Failure to file a written notice of bid protest and subsequent formal written protest within the time period specified shall result in relinquishment of all rights of protest by the offeror and abrogation of any further bid protest proceedings.
- D. These protest procedures shall be the sole remedy for challenging an award of bid or proposal. Offerors are prohibited from attempts to influence, persuade or promote through any other channels or means. Such attempts shall be cause for suspension in accordance with subsection 2-253(a).

Authority to resolve. The finance director shall attempt to resolve the protest in a fair and equitable manner, and shall render a written decision within 10 business days to the protestant. The protestant may appeal such decision, in writing to the finance director within five business days of the date of the written decision, whereby a protest committee, comprised of the finance director, town manager, town attorney, and the department director of the originating department, shall have the authority to settle and resolve the protest.

Proceedings. The finance director shall serve as the presiding officer of the protest committee in a nonvoting capacity. The town clerk shall give reasonable notice to all substantially affected persons or businesses prior to the date scheduled to consider the appeal of the protest.

- A. At or prior to the protest proceeding, the protestant may submit any written or physical materials, objects, statements, affidavits, and arguments which the protestant deems relevant to the issues raised.
- B. In the proceeding, the protestant, or its representative or counsel, may also make an oral presentation of the evidence and arguments. However, neither direct nor cross examination of witnesses will be permitted, although the presiding officer and other protest committee members may make whatever inquiries deemed pertinent to a determination of the protest.

- C. The judicial rules of evidence shall not apply and the protest committee shall base its decision on such information adduced in the course of the proceeding upon which reasonable prudent persons rely in the conduct of their affairs.
- D. A quorum of the committee consists of a majority of protest committee members. A decision shall be rendered by a majority vote of the committee members in attendance.
- E. If it is deemed that the solicitation or award is in violation of law or the procedures outlined herein, the solicitation or award shall be cancelled or revised.
- F. If it is determined that the solicitation or award should be upheld, the finance director shall promptly issue a decision on behalf of the protest committee in writing stating the reason for the action with a copy furnished to the protestant and all substantially affected persons or businesses. The decision shall be final and conclusive as to the town. Any party may arrange for the proceedings to be stenographically recorded, and shall bear the expense of such recording. The proceedings shall be open to the general public.

Stay of procurement during protests. In the event of a timely protest, the finance director shall not proceed further with the solicitation or with the pending award of the contract until the finance director, with the advice of the town attorney and after consultation with the department director of the originating department makes a determination that the award of the contract without delay is necessary to protect substantial interests of the town.

Reservation of powers to settle actions pending before the courts. Nothing in this section is intended to affect the existing powers of the town commission to settle actions pending before the courts.

Damages. In the event that a court of competent jurisdiction upholds the protestant's claim, the court awarded damages on behalf of the protestant shall be solely limited to bid/proposal preparation costs.

## **2.15 Suspension and Debarment:**

(a) *Suspension.* An offeror may be suspended for a period not to exceed two years as determined by the finance director based upon the following:

- (1) Offeror defaults or fails to fully comply with the conditions, specifications, or terms of any current or previous bid, quotation, proposal or contract with the town;
- (2) Offeror commits any fraud or misrepresentation or provides false information in connection with a bid, quotation proposal or contract with the town;
- (3) Offeror is charged by a court of competent jurisdiction with the commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- (4) Offeror is charged by a court of competent jurisdiction with the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a town government contractor. If charges are dismissed or the offeror found not guilty, the suspension shall be



lifted automatically upon written notification and proof of final court disposition provided by the offeror to town;

(5) Offeror becomes insolvent, has proceedings in bankruptcy instituted against it, or compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property;

(6) Offeror violates the ethical standards set forth in local, state, or federal law;

(7) Offeror fails to comply with the minority or women business enterprise participation or minority or women business enterprise requirements of an awarded contract; or

(8) Any other cause the finance director determines to be so serious and compelling as to materially and adversely affect responsibility of a business to perform as a town government contractor, including but not limited to suspension by another governmental entity for substantial cause.

(b) *Debarment.* An offeror may be permanently debarred for the following:

(1) Default or failure to fully comply with the conditions, specifications, drawings, or terms of a bid, proposal or contract with the town twice in any three-year period.

(2) Conviction by or judgment obtained in a court of competent jurisdiction for commission of those offenses in connection with the offeror's commercial enterprise stated in subsections (b)(3) and (b)(4) of this section. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the offeror to the town.

(3) Placement of the offeror or its subcontractor(s) on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six months from the date of submittal of the bid or proposal.

(c) *Decision.* After the finance director has determined there is cause to suspend or debar an offeror, the finance director shall notify the offeror in writing of the debarment or the period of suspension and the reasons for the action taken.

(d) *Finality of decision.* The suspension or debarment shall be final and conclusive unless the suspended or debarred offeror initiates protest proceedings pursuant to Section 2-252 of Chapter 2 Article V Division 2 of the Town's Code of Ordinances pertaining to purchasing within 21 days after the date of notification.

## **REQUIRED SUBMITTALS**

The Offeror must include the following information in its proposal submittal:

- A copy of current official Certificate of Status from the Florida Department of State) – PLEASE NOTE THAT A PRINT-OUT OF CORPORATE INFORMATION FROM THE DEPARTMENT OF STATE CORPORATIONS ONLINE PUBLIC INQUIRY WEB PAGE DOES NOT MEET THIS REQUIREMENT;
- A complete copy of Offeror's 501(c)(3) tax exempt certification from the Internal Revenue Service;
- A copy of Offeror's current audited financial statements covering the three (3) most recent tax years (prepared within 90 days of submittal of this application);
- A current certificate of insurance issued not more than 30 calendar days prior to the submission of the proposal demonstrating the required coverages shall be submitted with the offeror's proposal documents;
- Three (3) copies of Letters of References each listing the name and telephone of a representative for whom the project was undertaken and who can verify Offeror's performance; and
- Copies of current resume of all business principals as well as management and supervisory staff of the Offeror
- A copy of the history of Offeror's organization, its adopted mission statement and/ or goals, if any; and
- A listing of all locations previously or currently occupied by Offeror, including the full street addresses and contact information of all building lessors.

The balance of this page is intentionally left blank

**ACKNOWLEDGMENT OF ADDENDA**

**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES**

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**PART I:**

**List below the dates of issue for each addendum received in connection with this Solicitation:**

Addendum #1, Dated \_\_\_\_\_

Addendum #2, Dated \_\_\_\_\_

Addendum #3, Dated \_\_\_\_\_

Addendum #4, Dated \_\_\_\_\_

Addendum #5, Dated \_\_\_\_\_

Addendum #6, Dated \_\_\_\_\_

Addendum #7, Dated \_\_\_\_\_

Addendum #8, Dated \_\_\_\_\_

Addendum #9, Dated \_\_\_\_\_

Addendum #10, Dated \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS RFP

---

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**PROPOSAL SUBMITTAL SIGNATURE PAGE**

By signing this Proposal, the Offeror certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Full Legal Name of Offeror:

\_\_\_\_\_

Street Address:

\_\_\_\_\_

Mailing Address (if different than Street Address):

\_\_\_\_\_

Telephone Number(s): \_\_\_\_\_

Fax Number(s): \_\_\_\_\_

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

Federal Employer Identification Number: \_\_\_\_\_

Prompt Payment Terms: \_\_\_\_\_ % \_\_\_\_\_ days' net \_\_\_\_\_ days

Signature: \_\_\_\_\_

(Signature of authorized agent)

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

By signing this document, the Offeror agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL PROPOSAL OF OFFEROR TO BE BOUND BY THE TERMS OF ITS PROPOSAL , FOR NOT LESS THAN 90 DAYS, AND THE OFFEROR'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS RFP. FAILURE TO SIGN THIS RFP WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THIS PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE OFFEROR TO THE TERMS OF ITS PROPOSAL.**

## AFFIDAVITS

### AFFIDAVITS

**The forms listed below must be completed by an official having legal authorization to contractually bind the Offeror. Each signature represents a binding commitment upon the Offeror to provide the goods and/or services offered to the Town if the Offeror is determined to be the lowest responsive and responsible Offeror.**

- a. Conflict of Interest Disclosure Form
- b. Notification of Public Entity Crimes Law
- c. Drug-Free Work Place
- d. Non-Collusion Affidavit

The balance of this page is intentionally left blank

**CONFLICT OF INTEREST DISCLOSURE FORM**

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Offerors must disclose within their Proposals: the name of any officer, director, or agent who is also an employee of the Town of Lake Park or the Town of Lake Park Community Redevelopment Agency.

Furthermore, all Offerors must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5 percent in the Offeror’s firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term “conflict of interest” refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee’s professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

\_\_\_\_\_ to the best of our knowledge, the undersigned Offeror has no potential conflict of interest due to any other Municipalities, Counties, contracts, or property interest for this Proposal.

\_\_\_\_\_ The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other Municipalities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

\_\_\_\_\_  
Offeror Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title (Print or Type)

\_\_\_\_\_  
Date

**NOTIFICATION OF PUBLIC ENTITY CRIMES LAW**

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

---

Offeror Name

---

Signature

---

Name and Title (Print or Type)

---

Date

**DRUG-FREE WORKPLACE**

\_\_\_\_\_ is a drug-free workplace and has

(Offeror Name)

a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

\_\_\_\_\_

Offeror Name

\_\_\_\_\_

Signature

\_\_\_\_\_

Name and Title (Print or Type)

\_\_\_\_\_

Date



**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, personally appeared \_\_\_\_\_,  
who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is \_\_\_\_\_ of \_\_\_\_\_, the Offeror  
that has submitted a Proposal to perform work for the following:

RFP No.: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

b. He/She is fully informed respecting the preparation and contents of the attached Request for  
Proposals, and of all pertinent circumstances respecting such RFP.

Such Proposal is genuine and is not a collusive or sham Proposal.

c. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives,  
employees, or parties in interest, including this affiant, has in any way colluded, conspired,  
connived, or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a  
collusive or sham Proposal in connection with the RFP and lease for which the attached Proposal  
has been submitted or to refrain from proposing in connection with such RFP and lease, or has in  
any manner, directly or indirectly, sought by agreement or collusion or communication or  
conference with any other Offeror, firm, or person to fix the price or prices in the attached Proposal  
or any other Offeror, or to fix any overhead, profit, or cost element of the Proposal price or the  
Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or  
unlawful agreement any advantage against the Town or any person interested in the proposed  
contract.

\_\_\_\_\_  
Signature

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_ 2018, by  
\_\_\_\_\_, who is personally known to me or who has produced  
\_\_\_\_\_ as identification.

SEAL

Notary Signature \_\_\_\_\_  
Notary Name: \_\_\_\_\_  
Notary Public (State): \_\_\_\_\_  
My Commission No: \_\_\_\_\_  
Expires on: \_\_\_\_\_

## **SAMPLE LEASE AGREEMENT**

**Below is sample lease agreement for this RFP. This is a sample lease only and is subject to revisions. PLEASE DO NOT COMPLETE.**

### **Commercial Lease**

**This Agreement** is made and entered into on \_\_\_\_\_ 2018, between the Town of Lake Park Community Redevelopment Agency ("Lessor"), and \_\_\_\_\_ ("Lessee"). Lessee has requested and Lessor has agreed to lease 800 Park Avenue, Lake Park, Florida 33403 and the improvements located thereon ("Leased Premises") under the terms and provisions hereinafter set forth:

#### **I. Term**

1.1 **Term of Lease.** Lessor leases to Lessee the above premises for a term of \_\_\_\_ years commencing on \_\_\_\_\_, and terminating on midnight \_\_\_\_\_, or sooner as provided herein.

#### **II. Rent**

2.1 **Rent Payment.** Lessee shall pay to Lessor the base rent of Five Hundred Fifty and no/100ths (\$550.00) Dollars per year for the Leased Premises, at the Finance Department, Town of Lake Park, Lake Park Town Hall, 535 Park Avenue, Lake Park, Florida 33403 or such place as Lessor may designate in writing, on the first day of each month of the lease term, plus applicable sales tax.

2.2 **Base Rent.** Lessee shall pay to Lessor rent during the term of this lease. Lessee shall pay to Lessor the Basic Rental, as hereinafter provided, in equal monthly installments of Five Hundred Fifty and no/100ths (\$550.00) Dollars in advance on the first day of each full calendar month during the term of this Lease. In addition to the Basic Rental, Lessee shall pay Lessor all applicable taxes then in force, if any, which may be imposed on rents to be received by the Lessor. All rent shall be paid in advance. The first payment shall also include any prorated Basic Rental for the period from the commencement date of this Lease to the first day of the first full calendar month in the term of this Lease. All payments due hereunder shall be made payable to Lessor at the above referenced address, unless notified otherwise in writing by Lessor.

In addition to the rent, additional rent, and any other sums or charge provided for herein, Lessee shall pay all applicable sales, use or other tax thereon or on any other sum due under this Lease.

If during the first six (6) months of the term of this Lease the Lessee demonstrates an increase in activity to the CRA directly related to Lessee's programs, events, festivals or public attraction to the Leased Premises, the CRA will renegotiate the monthly rent payment to below the current monthly base rental of Five Hundred Fifty and no/100ths (\$550.00) Dollars.

2.3 **Security Deposit.** Upon signing the lease, the Lessee shall pay to the Lessor an amount equal to one month of base rent as a security deposit which will be held in escrow by the Lessor. The Lessor, at Lessor's option, may use such security deposit to compensate for any damages under this lease.

2.4 **Net Lease.** This is a net lease in which Lessor has no responsibilities except as expressly set out in this Lease. Lessor is not responsible during the lease term for any costs, charges, expenses, and outlays of any nature arising from or relating to the Leased Premises and lease, and Lessee shall pay all charges, expenses, costs, and outlays of every nature and kind relating to the premises and lease except as expressly set out in this lease.

2.5 **Late Payment Charge.** Lessee shall be assessed a late payment charge equal to five (5) percent of the monthly payment due and payable for any monthly payment received after the tenth day of the month in which the payment is due and payable, which charge becomes immediately due and payable.

2.6 **Sales Tax.** In addition to the above rent, Lessee will pay Lessor all applicable sales taxes, if any, which may be imposed on rents to be received by the Lessor.

2.7 **Proration of Rent.** If Lessor delivers possession on other than the first day of the month, Lessee will occupy the Leased Premises under the terms of this lease and, the *pro-rata* portion of the monthly rent for said month will be paid upon Lessor's delivery of possession.

### **III. Repairs and Maintenance**

3.1 **Repairs and Maintenance to the Exterior.** Lessor shall provide normal maintenance to the exterior of the Leased Premises, including but not limited to, repairs to the exterior of the building of which the Leased Premises are a part, including but not limited to repairs to roof, exterior walls, foundations, floor construction, pipes and conduits leading to the Leased Premises from utility installations, sidewalks, parking areas and curbs. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

3.2 **Repairs and Maintenance to the Interior.** Lessee shall provide normal maintenance to the interior of the Leased Premises, including, but not limited to, repairs to the plumbing, electrical, air conditioning and lighting systems within the Leased Premises. Lessee shall at all times keep the Leased Premises and all partitions, doors, floor surfaces, fixtures, equipment and appurtenances thereof in good order, condition and repair, and in a reasonably satisfactory condition of cleanliness, including reasonable periodic painting of the interior of the Leased Premises. If Lessor is required to make any repairs by reason of Lessee's negligent acts or omissions to act, Lessor may add the cost of such repairs to the rent which shall thereafter become due and payable.

## **IV. Signage**

4.1 Lessee may erect and maintain an exterior sign that must be in compliance with the Park Avenue Downtown District signage requirements as set forth in the Town of Lake Park Code of Ordinance and only upon advance written approval of Lessor. Lessor shall not unreasonably withhold approval for the placement of signs. Lessee shall be responsible for obtaining and paying for all permits required for the erection of any sign. Lessee shall replace or repair all signage as necessary to maintain same in good working order. Lessee shall remove all signage at the end of the lease term and repair any damage to the premises caused by the installation and removal of the signage.

Lessor will work with Lessee to identify possible signage locations on adjacent City-owned property or right-of-way for appropriate, code-compliant signage.

## **V. Use of Premises**

5.1 The Leased Premises may be used by Lessee for any lawful purposes whatsoever. Furthermore, Lessee shall not violate any applicable local, county, federal or state laws, rules, regulations, and ordinances applicable to the use and occupancy of the Leased Premises, or restrictions recorded in the public records, as applicable.

## **VI. Assignment and Subletting**

6.1 Lessee shall not assign this lease, or sublet or grant any concession or license to use the Leased Premises or any part thereof. Any assignment, subletting, concession, or license, or an assignment or subletting by operation of law, shall be void and shall, at Lessor's option terminate this lease.

## **VII. Alterations, Improvements and Liens**

7.1 Lessee shall make no alterations to the physical structure of the Leased Premises or the parking lot or construct any building or make other improvements on the Leased Premises without the advance written approval of Lessor. All alterations, changes, and improvements built, constructed or placed on the Leased Premises by Lessee, with the exception of movable personal property shall, unless otherwise provided by written agreement between Lessor and Lessee, be the property of Lessor and shall remain on the Leased Premises at the expiration or sooner termination of this lease.

7.2 Lessee has no power to do any act or acts to make or enter into any contract that may create or be the foundation for any lien, mortgage or other encumbrance on the reversion or other estate of Lessor, or of any interest of Lessor in the Leased Premises or in the buildings or improvements thereon without the advance written approval of Lessor. Should Lessee cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the Leased Premises, or cause any labor to be performed or material to be furnished therein, thereon or thereto, neither Lessor nor the Leased Premises shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished. Lessee shall be solely and wholly liable for the cost and responsible for all such alterations, rebuilding, replacements, changes, additions, improvements and repairs caused by Lessee, and contractors, labor and material utilized therein.

If any act or omission (or alleged act or omission) of Lessee results in any construction or mechanic's or other lien, charge or order for the payment of money shall be filed against the Leased Premises or any building or improvement thereon, or against Lessor or any conditional bill of sale or chattel mortgage shall be filed for or affecting any equipment or any materials used in the construction or alteration of any such building or improvement (whether or not such lien, charge or order, condition, bill of sale or chattel mortgage is valid or enforceable as such), then Lessee shall at its own cost and expense cause the same to be canceled and discharged of record or bonded within thirty (30) days after the date of filing thereof. Any discharge, cancellation or bonding of any lien, encumbrance, charge or order for payment must be presented by Lessee in writing with the proper supporting documentation to Lessor. Failure to perform hereunder shall be deemed an event of default under this Lease.

### **VIII. Utilities**

8.1 **Utility Services.** Lessee shall be responsible for arranging and paying for all utility services required on the Leased Premises. Lessee shall post the necessary deposits to obtain utilities services.

### **IX. Entry for Inspection and Repairs**

9.1 Lessor shall have the right to enter the Leased Premises at all reasonable hours to (i) make inspections, and (ii) whenever necessary, to make repairs and alterations to the Leased Premises.

### **X. Waste, Nuisance, or Unlawful Use**

10.1 Lessee agrees that it shall not commit waste on the Leased Premises, or maintain or permit to be maintained a nuisance thereon, or use or permit the Leased Premises to be used in an unlawful manner.

### **XI. Destruction of Premises and Eminent Domain**

11.1 In the event the Leased Premises are destroyed or rendered untenable by fire, storm, or earthquake, or other casualty not caused by the negligence of Lessee, or if the same are taken by eminent domain, this lease shall terminate except for the purpose of enforcing rights that may have accrued hereunder.

11.2 Should only a part of the Leased Premises be destroyed or rendered untenable by fire, storm, earthquake, or other casualty not caused by the negligence of Lessee, the rent shall abate in the proportion which the injured part or portion of the Leased Premises bears to the whole Leased Premises, and such part so injured shall be restored by Lessor as speedily as practicable, after which the full rent shall recommence and the lease continue according to its terms.

11.3 A condemnation award shall belong exclusively to Lessor.

**XII. Waivers**

12.1 A waiver by Lessor of a breach of any covenant or duty of Lessee under this lease can only be done in writing, and shall not constitute a blanket waiver.

**XIII. Notices**

13.1 All notices, demands, or other writings in this lease provided to be given or made or sent, or which may be given or made or sent, by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail and addressed as follows:

To Lessor: John O. D’Agostino  
CRA Executive Director  
Town of Lake Park Community Redevelopment Agency  
535 Park Avenue  
Lake Park, Florida 33403

To Lessee: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**XIV. Default**

14.1 Lessee shall have breached this lease and shall be considered in default hereunder if (i) involuntary proceedings are instituted against Lessee under any bankruptcy act, (ii) Lessee fails to pay any rent within ten (10) days from the date the rent is due, or (iii) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of ten (10) days, or (iv) Lessee fails to open, within 90 days of the date this Commercial Agreement is signed, a business on the Leased Premises, or (v) Lessee fails to consistently maintain the business so it is open to the public or (vi) If any judgment, claim of lien or any attachment or execution against any of the Leased Premises for any amount, resulting from any action, inaction or omission on the part of Lessee, remains unpaid, unstayed, or undismissed for a period of more than thirty (30) days. Notwithstanding the foregoing, Lessee shall not be in default hereunder as long as any construction liens or other encumbrances which may be filed against the Leased Premises, resulting from any action, inaction or omission on the part of Lessee, are released or bonded off within 30 days of the filing of the construction lien or other encumbrance.

14.2 Should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may time to time, without terminating this lease relet the Leased Premises or any part thereof for such term or terms and at such rental or rentals and on such other terms and conditions as Lessor in their sole discretion may deem advisable with a right to make alterations and repairs to the Leased Premises. On each such reletting (a) Lessee shall be immediately liable to pay Lessor, in addition to any indebtedness

other than rent due hereunder, the expense of such reletting and for such alterations and repairs incurred by Lessor, and the amount, if any, by which the rent reserved in this lease for the period of such reletting exceeds the amount agreed to be paid as rent for the Leased Premises for such period on such reletting; or (b) at the option of Lessor, rents received by Lessor from such reletting shall be applied, first, to the payment of any indebtedness, other than rent due hereunder from Lessee to Lessor; second, to the payment of any expenses of such reletting and of such alteration and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If Lessee has been credited with any rent to be received by such reletting under option (a) hereof, and such rent shall not be promptly paid to Lessor by the new Lessee, or if such rentals received from such reletting under option (b) hereof during any month are less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of the premises by Lessor shall be construed as an election on the part of Lessor to terminate this lease unless the written notice of such intention is given to Lessee or unless the written notice of such intention is given to Lessee or unless the termination thereof be decreed by a court of a competent jurisdiction.

Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedy they may have, they may recover from Lessee all damages they may incur by reason of such breach, including the cost of recovering the Leased Premises and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to the rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the Leased Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

14.3 Notwithstanding the foregoing, In the event Lessee defaults under any terms of this lease, Lessor may elect on written notice to Lessee to accelerate all payments of monies due Lessor during the term of this lease, which payments will be immediately due and payable in full without further notice to Lessee.

14.4 Lessee shall be responsible for and shall pay any and all attorney's fees and cost incurred by Lessor arising out of the enforcement of this lease, whether or not litigation, which includes appeals and bankruptcy, be brought, or arising from the enforcement of any rights and remedies afforded Lessor by this lease and Florida law.

14.5 By signing this Agreement Lessee hereby agrees that upon surrender or abandonment, as defined by the Florida Statutes, Lessor shall not be liable or responsible for storage or disposition of Lessee's personal property.

## **XV. Entire and Binding Agreement**

15.1 This lease contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors and assigns. The terms, covenants, and conditions contained herein shall inure to the benefit of and be binding upon Lessee and Lessor and their respective successors and assigns, except as may be otherwise expressly provided in this lease.

## **XVI. Insurance**

16.2 Lessee shall maintain the following insurance coverages in the amounts specified below during the term of the contract and any extensions thereof:

- (A) Workers' compensation insurance for all employees of the contractor for statutory limits in compliance with applicable state and federal laws. Notwithstanding the number of employees or any other statutory provisions to the contrary, coverage shall extend to all employees of the contractor and all subcontractors. Employers liability limits shall be not less than \$1,000,000.00 each accident; \$1,000,000.00 disease-policy limit; and \$1,000,000.00 disease-each employee. The offeror shall also reimburse on a fiscal year basis and throughout the term of the lease the Town of Lake Park Community Redevelopment Agency for 100 percent of any premiums paid by the Town of Lake Park Community Redevelopment Agency for any property and liability insurance covering the building located at 800 Park Avenue, Lake Park, Florida (the "Premises") and its contents.
- (B) Comprehensive general liability of \$1,000,000.00, per occurrence, premises and operations, independent contractors, products and completed operations, personal and advertising injury, XCU coverage, and a contractual liability endorsement \$2,000,000.00 aggregate.

The Town of Lake Park Community Redevelopment Agency shall be included as an additional named insured under the general liability and automobile liability policies and a waiver of subrogation against the town shall be included in all workers' compensation policies. Current valid insurance policies meeting the requirements herein identified shall be maintained during the term of the contract, and any extensions thereof. There shall be a 30 day notification to the town in the event of cancellation or modification of any stipulated insurance policy. It shall be the responsibility of the contractor to ensure that all subcontractors are adequately insured or covered under their policies.

All certificates of insurance shall be subject to the CRA's verification and approval as part of the town's evaluation of the proposal. The CRA may require the contractor to provide a complete certified copy of the insurance policy(ies). If the contractor includes the installation of machinery and/or equipment into an existing structure, the comprehensive general liability policy must include an endorsement covering same, including installation and transit.

The required insurance coverages shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability: B+ to A+.

All required insurance shall preclude any underwriter's rights of recovery or subrogation against the town with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. Violation of the terms of such insurance requirements shall constitute a material breach of the contract by the contractor and the town, at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.



The offeror shall submit, no later than ten days after award and prior to commencement of any work, a Certificate of Insurance naming the Town of Lake Park Community Redevelopment Agency as an additional insured and documenting that all of the above requirements have been met.

Additionally, the Lessee shall have at least \$1,000,000 of liability insurance. If alcohol is sold on the premises, the Lessee shall also have Liquor Liability insurance naming the Town of Lake Park Community Redevelopment Agency as an additional named insured.

## **XVII. Lessee's Acceptance of Leased Premises**

17.1 Lessee acknowledges that Lessee has examined the Leased Premises, including but not limited to, the land, improvements located thereon and fixtures on or in the Leased Premises, and agrees to accept the same in an "AS IS" condition **as of May 1, 2018**, without any further responsibilities on the part of Lessor for any construction, repairs, alterations, or additions unless otherwise specifically stated in this lease or as agreed upon by both parties.

17.2 Lessee represents to Lessor that Lessee has made all investigations deemed necessary by Lessee and that Lessee is familiar with the Leased Premises and has made a complete physical inspection thereof, and has conducted such independent investigations as Lessee deems necessary or appropriate concerning the Leased Premises. Lessee hereby recognizes that Lessee is relying solely on its own inspection, investigation and analysis of the foregoing matters in leasing the Leased Premises and not relying in any way on any representations, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Lessor, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters.

17.3 Lessor makes no warranty of any type, either express or implied, as to the physical condition of the Leased Premises, including but not limited to, the roof and other structural components and improvements. Lessor has received no notice from any governmental agency as to a currently uncorrected building or safety code violation.

## **XVIII. Time of the Essence**

18.1 Time is of the essence of this lease, and of each and every covenant, term, condition and provision hereof.

## **XIX. Subordination of Lease**

19.1 Although no instrument or act on the part of Lessee shall be necessary to effectuate such subordination, Lessee will, nevertheless, execute and deliver such further instruments subordinating this lease to the lien of all such mortgages as may be desired by the mortgagee.

## **XX. Radon Gas Disclosure**

20.1 Radon Gas. Radon Gas is a naturally occurring radioactive gas, that when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over a period of time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

## **XXI. Severability**

21.1 In the event any section of this lease shall be held to be invalid, all remaining provisions shall remain in full force and effect.

## **XXII. Hold Harmless and Indemnification**

22.1 Lessee shall indemnify and hold harmless Lessor from and against any loss, damage, liability, injury, claim, demand, costs and expense (including legal expenses) by or on behalf of any person or entity, including but not limited to Lessee connected with either (i) Lessee's use, operation or condition hereafter of the Leased Premises, (ii) the failure of Lessee to perform any of the terms or conditions of this lease, (iii) any injury or damage occurring on or about the Leased Premises, (iv) failure to comply with any law, rule or regulation of any governmental authority, (v) any construction lien or security interest filed against the Leased Premises, or (vi) any negligent or willful act or omission by Lessee, or any of its agents, contractors, servants, employees, licensees, customers, guest or invitee, or (vii) injury to or death of any person (including without limitation, the public) or loss or damage to any property. This will be as to the extent of the insurance.

## **XXIII. Recording**

23.1 This lease shall not be recorded in any public records. Should Lessee record this lease in the public records of the county in which the Leased Premises is located, such action will be deemed a default under this lease.

## **XXIV. Environmental Impact**

24.1 Lessee will not cause or permit any "Hazardous Substance" (as defined in 42 U.S.C.A. Section 9601 (14) (supp. 1990) (as amended)) to be used, stored, or generated on the Leased Premises, except for Hazardous Substances of types and quantities customarily used or found in such business lawfully conducted on the Leased Premises.

Lessee will not cause or permit the Release (as defined in 42 U.S.C.A. Section 601(22), as amended), of any Hazardous Substance, contaminant, pollutant, or petroleum in, on, or under the Leased Premises or into any ditch, conduit, stream, storm, sewer, or sanitary sewer connected thereto or located thereon the Leased Premises.

Lessee will full and timely comply with all applicable federal, state and local statutes and regulations relating to protection of the environment, including, without limitation, 42 U.S.C.A. Sections 6991-6991i, as amended.

Lessee will indemnify and hold harmless Lessor from and against any and all liabilities, damages, suits, penalties, judgments, and environmental cleanup, removal, response, assessment, or remediation costs arising from contamination of the Leased Premises or release of any Hazardous Substance, pollutant, contaminant or petroleum in, on, or under Leased Premises which are caused by or as result of the use of the Leased Premises by Lessee. Lessee will indemnify and hold Lessor harmless from and against any and all loss of rentals or decrease in property values arising from Lessee's breach of this provision, provided that no liability will arise under this sentence if Lessee completes any required cleanup, removal, and remedial action after termination of this lease. The terms of this section and the obligation of the parties hereunder will survive the expiration and termination of this lease.

## **XXV. Miscellaneous**

25.1 Submission of this lease to Lessee does not constitute an offer, and this lease becomes effective only upon execution and delivery of the lease by both Lessor and Lessee and until such time as any deposit and advance rent paid by Lessee to Lessor in connection with this lease has been cleared by Lessee's bank.

25.2 Governmental penalties, fines or damages imposed on any portion of the Leased Premises as a result of the activities of Lessee, its employees, agents or invitees shall be paid by Lessee within three (3) days of the earlier of the governmental notice to Lessee or Lessor's notice to Lessee. If Lessee fails to pay as required in this section, in addition to all other remedies provided by this Lease, Lessor may pay the sums owed or challenge such administratively or judicially, and Lessee shall pay all sums owed and all of Lessor's costs plus a five percent (5%) administrative fee to Lessor upon demand, as additional rent;

25.3 Lessor makes no express or implied representations, covenants, promises, or warranties that the Leased Premises are suitable for Lessees proposed use or that Lessor or Lessee will be able to obtain applicable municipal or local governmental approvals, variance or zoning necessary to perform any construction or conduct Lessee's business as specified herein.

25.4 No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent stipulated in the Lease shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy provided in the lease or by law.

25.5 Lessee shall upon execution of this lease complete the required zoning application and submit it to the Town of Lake Park Community Development Department.

**In Witness Whereof**, the parties have executed this lease as of the day and year first above written.

**Lessor:**

TOWN OF LAKE PARK COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Print Name: John O. D'Agostino  
CRA Executive Director

Lessee: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name:  
Position: Authorized Officer

State of Florida  
County of Palm Beach:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by John O. D'Agostino, Executive Director of the Lake Park Community Development Agency, \_\_\_ who is personally known to me or \_\_\_ who produced Florida Driver's License as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

State of Florida  
County of Palm Beach:

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2018, by, \_\_\_\_\_, on behalf of the corporation, \_\_\_ who is personally known to me or \_\_\_ who produced Florida Driver's License as identification, and who did/did not take an oath.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**TOWN OF LAKE PARK  
EVALUATION CRITERIA FOR  
REQUEST FOR PROPOSALS NO. 104-2018  
FOR A LEASE ARRANGEMENT FOR A TOWN OF LAKE PARK  
COMMUNITY REDEVELOPMENT AGENCY OWNED BUILDING  
LOCATED AT 800 PARK AVENUE, LAKE PARK, FLORIDA**

**Name of Offeror:** \_\_\_\_\_

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

**City/State/Zip Code:** \_\_\_\_\_

<b><u>Criteria:</u></b>	<b><u>Points Awarded:</u></b>
1. <b>Experience, Qualifications and Financial Capability</b> (40 points maximum)	_____
2. <b>Marketing Plan</b> (20 points maximum)	_____
3. <b>Record of Performance</b> (10 points maximum)	_____
4. <b>Documentation of Endorsement and Funding by the Palm Beach County Cultural Council and Statewide Recognition</b> (10 points maximum)	_____
5. <b>Highest and Best Public Usage</b> (10 points maximum)	_____
6. <b>Hours of Operation</b> (10 points maximum)	_____

**Maximum Points Awarded** \_\_\_\_\_