

# ST. ANASTASIA'S COMMUNITY ARTS FACILITY



**REQUEST  
FOR PROPOSALS  
No. 2019-008**

RFP Issued:  
Pre-Proposal Meeting:  
Submittals Due:

December 14, 2018  
January 14, 2019  
January 24, 2019  
at 3:00 PM

# TABLE OF CONTENTS

## SECTION I - COMMUNITY PROFILE

1	EXECUTIVE SUMMARY	5
2	PROPERTY DESCRIPTION	7
3	COMMUNITY SNAPSHOT	8-11

## SECTION II - GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1	GENERAL INFORMATION	12
2	DELAYS	12
3	EXECUTION OF PROPOSAL	12
4	NO BID	12
5	PROPOSAL OPENING	12
6	TAXES	13
7	DISCOUNTS	13
8	MISTAKES	13
9	INVOICING AND PAYMENT	13
10	DELIVERY	13
11	ADDITIONAL TERMS AND CONDITIONS	13
12	INTERPRETATION	13
13	ADDENDUM	14
14	DISPUTES	14
15	CONFLICT OF INTEREST	14
16	LEGAL REQUIREMENTS	14
17	DRUG FREE WORK PLACE	14
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRISE	14
19	PUBLIC ENTITY CRIMES	15
20	AWARD	15
21	EEO STATEMENT	15
22	CONTRACTUAL AGREEMENT	15
23	GOVERNMENTAL RESTRICTION	15
24	PATENTS AND ROYALTIES	15
25	ADVERTISING	15
26	ASSIGNMENT	15
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	15
28	FACILITIES	16
29	REPRESENTATION	16
30	DISQUALIFICATION OF PROPOSER	16
31	ADJUSTMENTS/CHANGES/DEVIATIONS	16
32	INSURANCE	16
33	PUBLIC RECORDS	16
34	PROPOSAL PREPARATION COSTS	16
35	COOPERATIVE PURCHASING	16
36	CANCELLATION	16



**SECTION III - INSTRUCTIONS TO PROPOSERS**

1	QUALIFICATION OPENING	17
2	PRE-PROPOSAL CONFERENCE	17
3	INQUIRIES/QUESTIONS	18
4	MINORITY PARTICIPATION PROGRAM	18
5	CERTIFICATE OF INSURANCE	18
6	BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)	18
7	PURCHASING CARD PROGRAM	18

**SECTION VI - SCOPE OF SERVICES/SPECIFICATIONS**

19-20

**SECTION V - FORMS TO BE RETURNED**

1	REQUEST FOR PROPOSALS ACKNOWLEDGMENT	21
2	DECLARATION OF INTEREST	22
3	DRUG-FREE WORKPLACE FORM	23
4	PROPOSER'S CHECKLIST	24

**APPENDIX**

25

# COMMUNITY PROFILE





## I. EXECUTIVE SUMMARY - REQUEST FOR PROPOSALS

The Fort Pierce Redevelopment Agency (FPRA) is seeking proposals for the restoration of the Historic St. Anastasia's property into a community asset that will highlight the arts and the unique history of Fort Pierce. Built in 1914, the historic St. Anastasia Catholic School is located prominently on the corner of Orange Avenue and 10th Street, the western gateway to the new Peacock Arts District. It was built by James P. McNichol, a senator from Philadelphia who fished in Fort Pierce during the winter, for the pastor that rode into town once a month from DeLand. The school was initially constructed to serve approximately 30 Catholic families in Fort Pierce, along with Vero Beach and Titusville. Along with the masonry school, McNichol had built a wooden church, rectory, and convent which in later years burned. The community grew continued to serve the Catholic families throughout the 1930's, 1940's and 1950's. Right up until a new school was constructed on land purchased by a parishioner at South 33rd Street and Delaware. By 1965, the new school facility was completed and all students moved out of the building. In the 1970's it served as

a CETA facility, a federally funded program for Comprehensive Employment and Training Act, helping young adults gain job skills. In the early 1980's it was sold to private individuals, and on August 10, 2000, it was added to the U.S. National Register of Historic Places. In 2007 the Fort Pierce Redevelopment Agency was able to acquire the property. After damage from Hurricane Frances and Jeanne in 2004, the structure was in a state of decline. The building has since been stabilized with a new roof in 2008 and new impact resistant windows in 2014.

The FPRA is open to any and all proposals for property improvements and renovations to develop a world class arts facility to meet the needs and demands of residents and visitors alike. Any operator will be expected to work closely with FPRA and City staff to insure a community facility is built to showcase the vibrant arts in Fort Pierce.



STANISLAUS SCHOOL



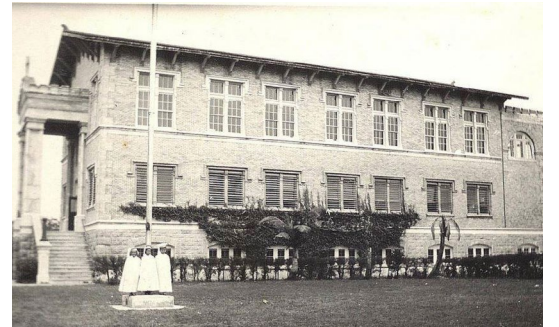
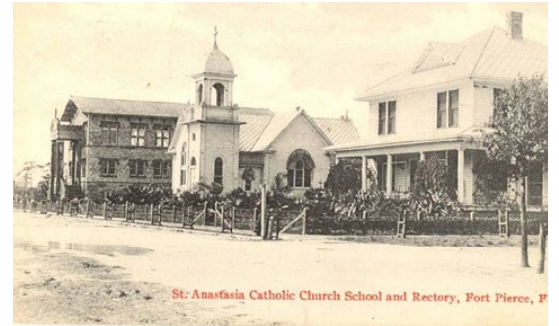
Old St. Anastasia consists of three (3) parcels; northeast of North 10th Street and Orange Avenue. All parcels are zoned C-3, General Commercial Zone with a Future Land Use designation of GC, General Commercial.

Parcel one (Parcel ID 2410-604-0173-000-2) which includes the historical structure is approximately 0.71 acres. Parcels two (Parcel ID 2410-604-0169-000-1) and three (Parcel ID 2410-604-0141-000-9) consist of vacant land. Parcel two is approximately 0.79 acres and parcel three is 2.02 acres. The total acreage of the historic site comes to a total of 3.52 acres. The historic St. Anastasia building has a finished floor area of 9,122 sq. ft. and a gross area of 13,782 sq. ft.

Parcel 1: 2410-604-0173-000-2  
 BENJ HOGG`S ADDN BLK J LOTS 22, 23, 24, 25 AND 26-LESS RD R/W- (MAP 24/10D) (OR 2772-773)

Parcel 2: 2410-604-0169-000-1  
 BENJ HOGG`S ADDN BLK J LOTS 18, 19, 20 AND 21 AND W 20 FT OF VAC R/W OF DUNDAS CT ADJ ON E OF LOTS 18 TO 23 AND LOT 26-LESS RD R/W- (MAP 24/10D) (OR 2660-2945)

Parcel 3: 2410-604-0141-000-9  
 BENJ HOGG`S ADDN BLK I LOTS 5 TO13 INCL AND E 20 FT OF VAC R/W OF DUNDAS CT ADJ ON W OF LOTS 5 TO 10 (MAP 24/10D) (OR 2660-2945)



# COMMUNITY SNAPSHOT





Fort Pierce is truly a unique gem on the Treasure Coast and we are committed to making our City sparkle. With recent redevelopment projects, historic preservation initiatives, and a focus on cultural and recreational amenities, Fort Pierce has become an exceptional place to live, work, learn, and play.

Situated on the “Treasure Coast,” named after the famed sinking of a Spanish treasure fleet in 1715, Fort Pierce is one of the oldest communities on the east coast of Florida. Incorporated in 1901, the city grew from 300 pioneers to over 45,000 residents today and encompasses approximately 31 square miles. Our city is a diverse, yet neighborly, community which embraces both the richness of our heritage and the promise of the future in St. Lucie County. Downtown has retained its old Florida charm and scale, as it has welcomed new development and revitalization. The historic Downtown waterfront affords residents contemporary shopping, dining, great fishing, and a range of entertainment and activities from the nationally acclaimed Farmers Market, Friday Fest, Jazz Craft Market and the city owned and operated historic 1,200-seat Sunrise Theatre for the Performing Arts.

Downtown Fort Pierce ranked among the nation’s most idyllic and historic main streets according to USA Today, and the only Florida city to make the list. The publication said, “Fort Pierce, a Treasure Coast ‘Old Florida’ town, cooled by breezes off the Indian River, won the 2011 Best Main Street designation from the National Trust. Swaying palm trees line the sidewalks, and the atmosphere evokes the early 1900s when the city came into its own. Period Spanish architecture punctuates the downtown area, the star of which is the historic Sunrise Theatre.”

In 2015, Fort Pierce’s Downtown Main Street was named Number 1 on a consumer-advocacy group’s list of “50 Best Small Town Main Streets” in America. The honor was given by Top Value Reviews, which ranked Fort Pierce top among cities with a population of less than 60,000. Fort Pierce was one of only two Florida cities named on the list and it beat out notable quaint small towns such as Nantucket, Massachusetts and Steamboat Springs, Colorado.

In March 2017, SmartAsset.com named Fort Pierce as the sixth Most Affordable Beach Towns in 2017.



# TOURISM





Fort Pierce is famous for being a quaint fishing village, but take a closer look and you will find a treasure trove of activities. As one of the most diverse communities on the Treasure Coast, Fort Pierce has the cultural excitement to rival any “big city” atmosphere. With weekly and monthly events and premier shows at the Sunrise Theatre, visitors never run out of things to do or people to meet.

Fort Pierce is located on the pristine Indian River Lagoon with one of the best all-weather inlets in the state of Florida. Even though Fort Pierce is known for its world class fishing, some visitors would rather take an eco-friendly motorized kayak down the Indian River or dolphin watch on a tour boat. Paddle boarding and horseback riding on unspoiled beaches is also a hit among tourists. Fort Pierce’s natural beauty is world renowned.



Our cultural enhancements include the Zora Neale Hurston Trail, commemorating the noted author and anthropologist who lived her last years in Fort Pierce and the Highwaymen Heritage Trail. The Highwaymen, also referred to as the Florida Highwaymen, are 26 storied, world-renown African American landscape artists who originated in the City of Fort Pierce. Visitors from all over the United States visit Fort Pierce to experience the Highwaymen Heritage Trail, a self-guided engaging and educational experience that recognizes these mostly self-taught landscape artists who have strong local, state, national and international significance.



Museums in Fort Pierce include the newly-enlarged Florida landscape artist A.E. “Beanie” Backus museum. and the St. Lucie Regional History Museum, with its satellite Adams Cobb Cultural Museum in the P.P. Cobb Building (to the immediate south of the King Plant). Fort Pierce’s most popular tourist attraction, the National UDT Navy SEAL museum, commemorates the birth of the Navy frogmen here in Fort Pierce, and chronicles the evolution of this military unit to today’s Navy SEALs.



Fort Pierce City Marina is home to the Southern Kingfish Association’s National Championship Fishing Tournament every three years bringing 250-300 fishing teams to Downtown Fort Pierce. SKA has also committed to add Fort Pierce to the tournament’s Pro Tour schedule during the off years.



## GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

### 1. GENERAL INFORMATION

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED). The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Applicants must submit one (1) original and ten (10) copies of the proposal. SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE PROPOSER. Proposals, which do not comply with the requirements, may be rejected at the option of the City.

### 2. DELAYS

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

### 3. EXECUTION OF PROPOSAL

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on the Proposer/Proposal Acknowledgment and on the Proposal Response Form. FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD. Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

### 4. NO BID

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

### 5. PROPOSAL OPENING

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <http://www.cityoffortpierce.com>, Demandstar.com and Public Purchase.com.

6. TAXES

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Purchasing Director will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. DISCOUNTS

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. MISTAKES

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. FAILURE TO DO SO WILL BE AT PROPOSER'S RISK. In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. INVOICING AND PAYMENT

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Finance Division at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 35. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.



The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Division. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Division in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Division for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services “convicted vendor” list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the “convicted vendor” list for a period of thirty-six (36) months from the date that person or affiliate was placed on the “convicted vendor” list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, “All or None”, or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

21. EEO STATEMENT

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. CONTRACTUAL AGREEMENT

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. GOVERNMENTAL RESTRICTION

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. PATENTS AND ROYALTIES

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/ Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer.

Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. ADVERTISING

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. ASSIGNMENT

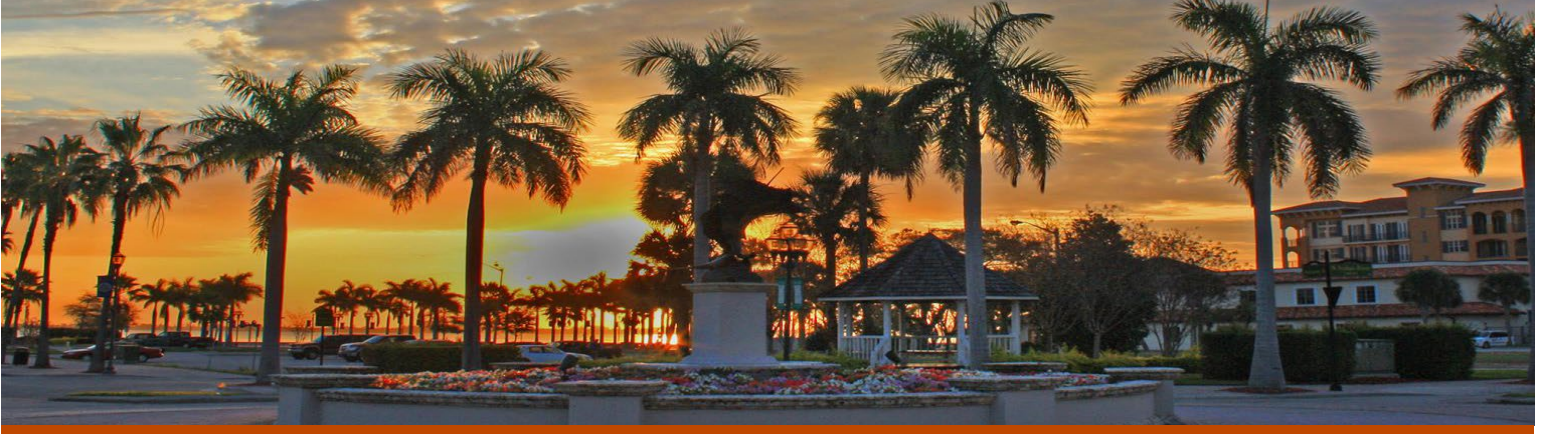
Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Division.

27. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

28. FACILITIES  
The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.
29. REPRESENTATION  
A proposer must at the time of proposal opening be a fully authorized agent or representative of the company or organization, and capable of producing the project proposed and will certify to that upon request.
30. DISQUALIFICATION OF PROPOSER  
More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers Proposals in which the prices obviously are unbalanced will be subject to rejection.
31. ADJUSTMENTS/CHANGES/DEVIATIONS  
No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.
32. INSURANCE  
The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.
33. PUBLIC RECORDS  
Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from § 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
34. PROPOSAL PREPARATION COSTS  
Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.
35. COOPERATIVE PURCHASING  
Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.
36. CANCELLATION  
This request may be cancelled and any response, bid or proposal may be rejected in whole or in part at any time for good cause when in the best interest of the City and/or the Fort Pierce Redevelopment Agency. Section 2-63(a)(7) of the City Code.

***ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.***



## INSTRUCTIONS TO PROPOSERS

### 1. OPENING

- 1.1 Proposals are due on or before Thursday, January 24, 2019 at 3:00 PM. One (1) original, ten (10) copies and (1) digital copy of sealed proposals shall be mailed or delivered to:

*Delivery Address:*  
 City of Fort Pierce  
 100 North U.S. 1  
 Fort Pierce, FL 34950

*Mailing Address:*  
 City of Fort Pierce  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480

Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com) on the web site of Demandstar.com ([www.demandstar.com](http://www.demandstar.com)) and Public Purchase.com ([www.publicpurchase.com](http://www.publicpurchase.com)).

Any proposals received after the designated time and date listed above will be returned unopened.

- 1.2 All proposals will be publicly opened at the time and place specified. In accordance with Section 2-63(2)d of the City of Fort Pierce Code, "No proposals shall be handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the process of negotiation. A register of proposals shall be prepared containing the name of each offeror, the number of modifications received, if any, and a description sufficient to identify the item offered. The register of proposals shall be open for public [viewing] only after contract award."

### 2. PRE-PROPOSAL CONFERENCE

- 2.1 A Pre-Proposal Conference will be held at 10:00 AM on Friday, January 14, 2019 in the Commission Chambers, City Hall, 100 North U.S. 1, Fort Pierce, Florida. All interested bidders are encouraged to attend this pre-proposal conference.

### 3. INQUIRIES/QUESTIONS

- 3.1 All inquiries will be in a written format and addressed to the Purchasing Division:

*TO:*  
 City of Fort Pierce  
 Rebecca Grohall, Planning Director  
 P. O. Box 1480  
 Fort Pierce, FL 34954-1480  
 Phone: (772) 467-3729  
 Email: [rgrohall@city-ftpierce.com](mailto:rgrohall@city-ftpierce.com)

*COPY:*  
 City of Fort Pierce  
 Purchasing Division  
 P.O. Box 1480  
 Fort Pierce, FL 34954-1480  
 Fax: (772) 595-9948  
 Email: [biddesk@city-ftpierce.com](mailto:biddesk@city-ftpierce.com)

- 3.2 No inquiries will be received within seven (7) calendar days of qualification closing date.

4. MINORITY PARTICIPATION AND OUTREACH PROGRAM

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

5. CERTIFICATE OF INSURANCE

In order to do business with the City of Fort Pierce, you must provide proof of insurance to include general liability, workers compensation, and automobile insurance with proposal submittal. If awarded, insurance must comply with the Required Limits of Insurance as indicated in Section III of the specifications.

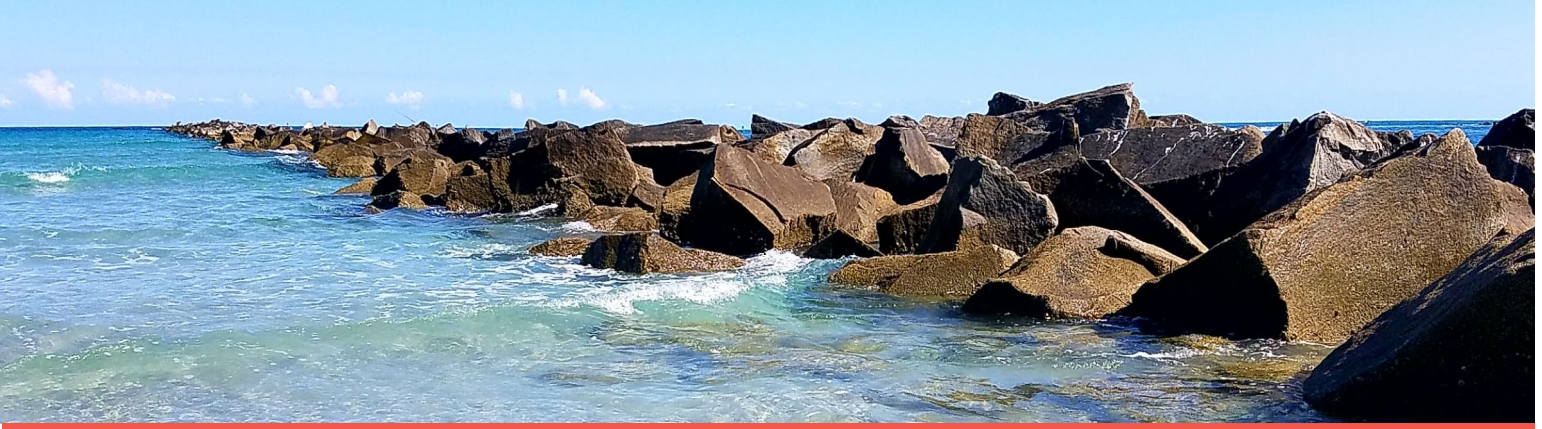
6. BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)

Provide a valid Business Tax Receipt (Occupational License) from your jurisdiction with your proposal submittal.

7. PURCHASING CARD PROGRAM

7.1 The City has implemented a Purchasing Card Program. The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume 0% discount applies.

7.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).



## SCOPE OF SERVICES / SPECIFICATIONS

- II. The Fort Pierce Redevelopment Agency (FPRA) is soliciting proposals from qualified operators to renovate and lease the site from the FPRA to operate a world class arts center. The historic building is located on the corner of Orange Avenue and 10th Street.

The location of the Facility is illustrated in the Appendices.

The Operator shall be responsible for the day-to-day operation and management of the arts focused facility, and all activities therein, in accordance with the standards of the industry for similar facilities.

The Goals/Objective of this Request for Proposals (RFP) is to award a lease to an operator who will accomplish the following:

- Renovate the existing structure;
- Explore a partnership with St. Lucie County Historical Society
- Provide an arts destination that will draw residents and visitors;
- Maximize attendance, participation and utilization through community partnerships;
- Provide and install all necessary furnishings and equipment in order to create an attractive and inviting destination;
- Implement quality marketing;
- Work in unison with FPRA and City Staff.

The response for the RFP should include the following information:

1. Identify desired time period of lease, renewal options and proposed rental rate;
2. Description of the concept planned for the arts center;
3. Include the days the center will be open for business each week and the hours;
4. Detail of proposed activities and special events;
5. Provide a detailed list and schedule of renovations for the existing building including structural enhancements, vertical accessibility, furnishings etc.;
6. Include a general business plan for operations; including revenue and expenses
7. Describe marketing strategy for advertising or promoting to the public;
8. Describe any plans for utilizing the vacant area surrounding the building for events, operations or activities;
9. Description of how the proposed center facilitates the goals of the FPRA and the Peacock Arts District;
10. Name, addresses and telephone number of the proposer/lessee;
11. Complete resume and qualifications of the owner and/or principal personnel to be involved in the management and operation;
12. Financial statement of the prospective lessee indicating sufficient resources available for successful renovation, promotion, management and operation of the facility; and
13. Names, addresses and telephone numbers of at least (3) three references of individuals with direct knowledge of the experience of the lessee and principals involved in management and operation.

A. CONTACT PERSON

Procedural questions related to the this process, see page 17, Inquiries/Questions.

Requests for substantive clarification or information should be submitted in writing to the same address. The deadline for submission of written questions and requests for clarification shall be no later than January 17, 2019.

D. EVALUATION CRITERIA

The evaluation criteria in the selection of respondents will include but not be limited to the following:

1. Qualifications and experience of the respondent and key members of the development team.
2. Financial capacity of the respondent to redevelop the property.
3. The extent to which the preliminary development program is consistent with the goals, policies, and objectives of the Community Redevelopment Plan for the Fort Pierce Redevelopment Agency, the Peacock Arts District and the Lincoln Park Revitalization Strategies.

III. REQUEST FOR PROPOSALS GUIDELINES

A. DEADLINE FOR SUBMITTAL

- All proposals shall be submitted to the Purchasing Division on or before 3:00PM, January 24, 2019.

B. FORM AND NUMBER OF COPIES

- Each respondent shall submit one (1) original, ten (10) copies and one (1) digital copy of their Proposal in 8 ½ x 11 format. The Statement of Qualification shall be submitted in a sealed envelope marked in bold:

**FORT PIERCE REDEVELOPMENT AGENCY  
RFP NO. 2019-008  
St. Anastasia's Community Arts Facility**

C. ADDRESS FOR SUBMITTAL

Statements of Qualifications and Proposals shall be sent to:

*Delivery:*

City of Fort Pierce  
Attn: Purchasing Division  
100 N. US 1  
Fort Pierce, FL 34950

*Mail:*

City of Fort Pierce  
Attn: Purchasing Division  
P.O. Box 1480  
Fort Pierce, FL 34954-1480

III. DISCLOSURES AND DISCLAIMERS

The information contained in this Request for Proposal (RFP) is provided solely for the convenience of the proposer. The City of Fort Pierce and Fort Pierce Redevelopment Agency have assembled the information in a good faith effort to assist in the disposition process; however, the City of Fort Pierce and Fort Pierce Redevelopment Agency make no representation, warranty, or guarantee as to the accuracy of the information. It is the responsibility of the proposer to verify that the information is accurate.

The City of Fort Pierce and Fort Pierce Redevelopment Agency reserve the right to accept any submittal and/or proposals deemed to be in the best interest of the City of Fort Pierce and Fort Pierce Redevelopment Agency, to waive any irregularities in any proposals, or to reject any and/or all submittals and/or proposals and to re-advertise for new proposals.

The City of Fort Pierce and Fort Pierce Redevelopment Agency do not assume any financial or other obligation to any respondent. Any Statement of Qualifications submitted in response to this RFP is at the sole risk and responsibility of the party submitting such Statement.

The City of Fort Pierce and Fort Pierce Redevelopment Agency, nor any of their advisor(s) will pay a brokerage, finders, or referral fee to any party in connection with this RFP. In the event of any conflict between this section and the rest of the RFP, the provisions of this section shall take precedence.

<b>DELIVER TO:</b> City of Fort Pierce 100 North U.S. 1 Fort Pierce, FL 34950  <b>MAIL TO:</b> City of Fort Pierce Purchasing Division P.O. Box 1480 Fort Pierce, FL 34954-1480	<b>REQUEST FOR PROPOSALS</b>
<b>Contact: Purchasing Division, 772-467-3749</b>	<b>RFP No: 2019-008</b>
<b>Pre-Proposal Conference Date:</b> January 14, 2019	<b>RFP Title:</b> <b>ST. ANASTASIA'S COMMUNITY ARTS FACILITY</b>
<b>Pre-Qualification Location:</b> City Hall, Commission Chambers 100 North U.S. 1 Fort Pierce, FL 34950	<b>RFP Opening Location:</b> City of Fort Pierce Purchasing Division 100 North U.S. 1, 1st Floor Ft. Pierce, Florida 34950
<b>RFP Due Date &amp; Time:</b> January 24, 2019 at 3:00 PM	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
<b>Proposer Name:</b> _____  <b>Mailing Address:</b> _____ _____ _____ _____	I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.  X _____ <i>Authorized Signature (Manual)</i>
<b>City, State, Zip Code:</b>	<b>Typed or Printed Name:</b>
<b>Type of Entity (Circle One):</b> Corporation Partnership Proprietorship	<b>Title:</b>
<b>Incorporated in the State of: _____ Year: _____</b>	<b>Delivery in _____ days, ARO</b>
<b>Phone Number:</b>	<b>Payment Terms: Net 30 Days</b>
<b>Fax Number:</b>	<b>FEIN or SS Number:</b>
<b>E-Mail Address:</b>	<b>Local Business: ___Y ___N</b> <b>MWBE: ___Y ___N</b>
<b>Bid Security is attached, when required, in the amount of \$ _____</b> <b>F.O.B. DESTINATION</b>	<b>If returning as a "No Bid" state reason:</b>
<b>THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID.</b>	

## DECLARATION OF INTEREST

Each respondent shall execute a Declaration of Interest in substantially the following form:

The undersigned, as Respondent, declares that the only persons interested in this Statement of Qualifications submitted in response to this Request for Proposals are named herein, that no other person or entity has any interest in this Statement of Qualifications or any Proposal which may arise out of the Statement, that this Statement of Qualifications is submitted without connection or arrangement with any other person and that this Statement of Qualifications is true and correct and is in every respect fair, in good faith, and without collusion or fraud.

The Respondent further declares that he/she/it has complied in every respect with all of the instructions to respondents, that he/she/it has read the Request for Qualifications and any addenda [which addenda shall be listed in the declaration] which may be issued and that he/she/it has satisfied himself/herself fully with regard to all matters and conditions with respect to the Proposal.

\_\_\_\_\_  
Name of Firm, Individual or Corporation

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

**DRUG-FREE WORK PLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that \_\_\_\_\_ does:

*(Name of Business)*

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 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 proposed 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, 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 employees 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

\_\_\_\_\_  
Date

## CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline ~ it is the responsibility of each Proposer to read and comply with the Request for Qualifications in its entirety.

Check "Yes" or "No" to each of the following:	YES	NO
Is Request for Proposal cover page completed, signed and attached?		
Include proof of proper licensing as stated in qualification documents.		
Qualifications envelope is marked accordingly.		
Is Drug-Free Workplace form signed and enclosed (if applicable)?		
Is Declaration of Interest form signed and enclosed?		
Are eleven (11) complete qualifications packages included? (ten printed copies and 1 digital copy)		
Is each Addendum (when issued) signed and included?		

PLEASE SIGN AND RETURN WITH QUALIFICATION

\_\_\_\_\_  
*Proposer's Signature*

\_\_\_\_\_  
*Date*

# APPENDICES

1. St. Anastasia Floor Plans
2. St. Lucie County Arts and Culture Advisory Committee
3. PAD Vision & Strategy
4. Lincoln Park Revitalization Presentation
5. Strategic Plan
6. Property Description
7. PASLC Property Cards
8. St. Anastasia Survey
9. City of Fort Pierce Community Snapshot