



CITY OF FORT PIERCE
100 N. U.S. Hwy. 1
Fort Pierce, FL 34950

REQUEST FOR PROPOSAL

RFP #2025-017

FT. PIERCE SUNRISE THEATRE OPERATIONS CONCESSION

RFP Issue Date	January 28, 2024
Pre-Proposal Meeting	February 18, 2025
Deadline for Questions	February 25, 2025
Proposals Due/Opening	March 5, 2025
Evaluation Committee Processed Completed	March 2025
Commission Approval Rankings	March 2025
Negotiations Commence	Immediately after Ranking Approval
Agreement Recommended to Commission	May 2025
Anticipated Start of Concession	June/July 2025

Submit Proposals Via DemandStar
<https://www.demandstar.com>

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**FT. PIERCE SUNRISE THEATRE OPERATIONS
CONCESSION**

REQUEST FOR PROPOSAL RFP # 2025-017

Non-Mandatory Pre-Submission Site Visit: February 18, 2025, AT 10:00 AM
Proposal Deadline: March 5, 2025, AT 3:00 PM

The City of Fort Pierce ("City") has issued a Request for Proposal ("RFP") to interested, qualified, and licensed concessionaires for the following services/project: **FORT PIERCE SUNRISE THEATRE OPERATIONS CONCESSION**. The City of Fort Pierce encourages small and minority businesses, and women business enterprises to submit proposals.

Proposals must be received by the deadline date, submitted through:

DEMANDSTAR

<https://www.demandstar.com>

Copies of the RFP will be available on the City's website:
[www.cityoffortpierce.com/187/Purchasing- Division](http://www.cityoffortpierce.com/187/Purchasing-Division) or may be obtained on Demandstar.

For further information contact:

Gelencia Carter, Purchasing Manager 772.467.3102

Questions and comments must be received no later than Noon of **February 25, 2025**. Proposers, their agents, and associates must comply with the City's anti-lobbying rules and must limit contact with the City to the above-named procurement point of contact. Violators will be subject to disqualification and potential debarment.

Dated: **January 27, 2025**

SECTION 1. INFORMATION FOR THE PROPOSERS

1.1 THE CITY OF FORT PIERCE

The City of Fort Pierce (the “City”), a municipality located in, and is the county seat of, St. Lucie County, Florida. The City is part of the Treasure Coast region of Atlantic Coast Florida and is also known as the Sunrise City. The City’s current population is just over 47,000 residents. The city was named after the Fort Pierce Army post which was built nearby in 1838 during the Second Seminole War and lasted until 1842. The military post had been named for Benjamin Pierce, a career Army officer and the brother of President Franklin Pierce. The first permanent settlement of the current City was during the 1860s. In 1901, the City was officially incorporated as a municipality. The City has a total area of 20.8 sq. miles, of which 14.7 sq. miles is land and 6.0 sq. miles is water. The City is a full-service municipality providing a broad range of municipal services to its residents, including police, public works, and cultural, parks, and recreational services.

Beaches and Port: Fort Pierce boasts the beautiful Indian River Lagoon, pristine beaches, and clear and clean waters. The Port of Fort Pierce is one of Florida’s 14 deepwater ports, focused on mega yacht repair and retrofit operations (MRO) and operated by Derecktor Shipyards. The Treasure Coast International Airport (TCIA) is on track to be a thriving aviation MRO. The customs experience is ranked # 1 by private pilots.

Fort Pierce Inlet: The Fort Pierce Inlet celebrated its 100th anniversary in 2021. It connects the Atlantic Ocean with the biodiverse Indian River Lagoon. The City Marina has been restored and enhanced and is now protected by a unique waterfront island protection and water cleaning system. With additional docks, enhanced marina amenities, dinghy docks for day-trippers, and a recently dredged channel for larger vessels, the Fort Pierce City Marina is a premier destination for boaters.

Parks and Recreation: Throughout the city, our parks and recreation facilities have been enhanced and improved, including Moore’s Creek and Inlet Linear Parks, Causeway, South Beach, Jetty Park, Maravilla Park (including a dog park), Dreamland Park, Pioneer Park, Old Fort Park, Veterans Memorial Park, Marina Square, and the Indian Hills Restoration and Recreation Area.

Redevelopment: Fort Pierce has redeveloped and beautified our historic Downtown, the Avenue D corridor, and South Hutchinson Island. A seven-acre site located on Moore’s Creek is ready for redevelopment as King’s Landing. Fisherman’s Wharf is expected be redeveloped with uses that create a buffer zone between Historic Edgartown and the Port of Fort Pierce. The Melody Lane Fishing Pier is a new addition for residents and visitors to take advantage of the enhanced fishing created by the islands in the Lagoon.

Culture: The Sunrise Theatre, a 1200-seat performing arts venue (and the subject of this RFP) has been restored. The Highwaymen Heritage Trail features 26 African American speed-painters of Florida landscapes who sold their art from their vehicles along the highways of South Florida. The Zora Neale Hurston Dust Tracks Trail commemorates the noted author and anthropologist who lived her last years in Fort Pierce. Recently, the City acquired historic school property, Means Court, now a center for neighborhood improvement. Additionally, a new Highwaymen Museum has been identified, along with continued support of the Lincoln Theatre restoration. Our museums include the A. E. “Beanie”

Backus Museum and Gallery and the St. Lucie Regional History Museum, with its satellite Adams Cobb Cultural Museum in the P.P. Cobb Building.

Clean Water: The Fort Pierce Inlet keeps the waters of the Indian River Lagoon clean and adds just the right amount of salinity from the Atlantic Ocean. Marine research is conducted by the Smithsonian Marine Station, Harbor Branch Oceanographic Institution, and the Ocean Research and Conservation Association. The Indian Hills Restoration and Recreation Area cleans the water before it enters the Lagoon, as does the Veterans Memorial Park. The multiuse SUN Trail opened its first segment in 2022 connecting the city-owned and operated Indian Hills Golf Course to south of Savannah Road.

Attractions: A 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. Nearby Port St. Lucie is the Spring Training home of the New York Mets. Private and public golf courses are plentiful, including the world-renowned PGA courses in Port St. Lucie as well as St. Lucie County's Fairwinds Golf Course and the city-owned and operated Indian Hills Golf Course. The highly-rated Downtown Fort Pierce Farmers' Market is a Saturday morning tradition at Marina Square along with the Green Market every Wednesday afternoon.

Education: School graduation rates improved to 94.5% in 2020-2021. Fort Pierce has excellent private schools, including St. Anastasia and John Carroll Catholic schools and St. Andrews Episcopal Academy lower and upper schools. We are proud to be the home of Indian River State College, ranked highest in affordability in Florida. In 2019, IRSC won the Aspen Prize for community college excellence, making it the #1 community college in the nation.

Medical Care: Fort Pierce is the home of Lawnwood Regional Medical Center, a Level II Trauma Center hospital with many unique services. Lawnwood is a Level III Neonatal Intensive Care Unit and a Pediatric Emergency Care unit. Lawnwood is known throughout the region for its experienced cardiac and pediatric services. Lawnwood has embarked on a \$100 million investment at the Lawnwood campus. The newly completed Ardie R. Copas State Veterans' Nursing Home is located in nearby Tradition.

1.2 THE SUNRISE THEATRE

The 1,200-seat Sunrise Theatre opened in 1923 and served as a Vaudeville house and motion picture movie theatre. It continued to serve as a house for major Hollywood studio films through the 1950s. In 1997, the St. Lucie Preservation Association purchased the Sunrise Theatre and began the process to transform it into a performing arts center and ultimately an anchor for the revitalization of the City's Historic Downtown District. It was purchased with the intent of providing historic preservation of the resource, delivering a cultural facility and performing arts venue to Fort Pierce residents, and serving as an economic engine for the downtown. In 2006, the Sunrise Theatre opened with great fanfare. The City of Fort Pierce took ownership in 2007, and it is currently managed by the City staff, operating as an Enterprise Fund.

The theatre is ADA compliant and meets current Florida Building Codes. A detailed depiction of the Theatre's floorplan and seating chart are attached as **Exhibit "A"** and **Exhibit "B"**.

The City is now looking to take a new approach and contract with a concessionaire to provide facility oversight, financial management, programmatic responsibility, and stewardship of the Theatre. The facility includes administrative office space (6 offices), catering/meeting room (no kitchen), 3 bars in the main Theatre, an historic lounge, 4 dressing rooms with full bathrooms, one dressing room with no bathroom facilities, laundry room, and multi-functional Black Box with bar. A complete floor plan of the Sunrise Theatre is attached to this solicitation.

1.3 THE CITY'S GOAL; THE IDEAL PARTNER

Scope of Services: The City seeks through this RFP to identify and reach agreement with a concessionaire to staff, operate, and program the Sunrise Theatre. While the exact parameters will be subject to negotiations between the City and successful Proposer, the core elements of the concessionaire's duties will be the following Scope of Services:

- **Maintenance.** As has been described above, the City has, over time, expended substantial resources toward the restoration, renovation, and maintenance of the Sunrise Theatre. The City continues to program into its capital improvements budget the repair or replacement of major building components and systems. Copies of the City's Capital Improvements to the facility, and the City's 10-year Capital Improvement Plan are attached as **Exhibit "C"** and **Exhibit "D"**. In terms of major systems, there are two HVAC projects that the City has identified as beneficial in the near and far terms. In the near term, the City will be replacing the main chiller and 2 water pump stations. A bid for the chiller/pumps has been issued through Purchasing and will be funded by the City. Bids are due 1/17/25. This project is expected to be completed prior to the concessionaire assuming operations. The other project involves replacing air handling equipment to improve air flow in the facility. This project is not immediately needed and so will be addressed in a future City fiscal year.

The responsibility of the concessionaire will be to perform cleaning throughout the entire facility on a schedule to be agreed to by the City. The concessionaire will also be responsible for maintenance of all removal of solid waste pursuant to the rules of the City's solid waste removal provider and for ensuring water and wastewater are functioning and unobstructed. The concessionaire must ensure all drains and grease traps are properly cleaned and serviced.

The City has certain basic lighting and sound amplification fixtures installed in the Theatre. Specifically, general sound and lighting console, as well as all conventional lights and stage monitors, are owned by the Sunrise Theatre. The sound and light equipment for the Black Box is all owned by Sunrise Theatre. However, the concessionaire may determine that these resources must be augmented in order to attract new, more complex, or more elaborate programming. In that event, concessionaire will be required to acquire and install those resources, and the City will have the ability to review installation plans to ensure the physical integrity of the building will be maintained. The concessionaire will be responsible for maintaining all sound and lighting within the facility.

- **Programming.** The concessionaire will be responsible for planning and refining all programming to be presented in, and all events to occur at, the Sunrise Theatre. While the concessionaire will have a primary focus of providing programming and events geared toward maximizing attendance and profitability, it will also be expected to provide opportunities for diverse programming and local events which speak to the unique culture and community of Fort Pierce. Responsibilities will include marketing the venue to shows and events, negotiating and booking shows and events, and coordinating the logistics surrounding shows and events. While the concessionaire is acting in a private capacity, and while the City expects some programming to be provocative or thought provoking, the City will desire that programming adhere to prevailing community standards and so obscene program content, as defined by Florida Statutes Chapter 847, will not be part of the concessionaire's event or programming offerings. By way of historical perspective only, a 2019-2025 list of events which have occurred at the Theatre is attached as **Exhibit "E"**.

The City will also expect the concessionaire to propose ways to expand opportunities for the Sunrise Theatre to be used more frequently for private events (such as weddings and parties), so that the use of the venue may be increased from what has historically been the case.

- **Ticketing and Customer Relations.** The concessionaire will be responsible for the operation of box office, online, and app-based ticketing and reservations. To ensure the security of customers' data, the concessionaire will be required to utilize reservation and ticketing systems which employ the most up to date security measures in the industry with the goal of safe, secure payments and ticket management.

Concessionaire will be responsible for providing customer service to all aspects of the Theatre's operations, to include customer service to programming presenters and event organizers, vendors of services and commodities to the Theatre or concessionaire, and Theatre customers. Concessionaire will be required to provide information on the Theatre's website indicating telephonic and email customer service options, at a minimum.

- **Marketing.** Core to the success of the Theatre will be quality programming. But, the best programming still needs to be marketed. Concessionaire will be responsible for all aspects of marketing the programming it designs and books. Concessionaire will also be expected to enhance marketing of the Theatre's spaces during periods where the venue is not in use for performances. The City believes that the venue has untapped potential to be used more frequently for community and private social and business events, particularly if kitchen facilities are enhanced. Concessionaire will be obliged to create and maintain a Sunrise Theatre website, and to ensure its contents are up to date and that it is securely hosted and reasonably safe from being taken over. The City will provide a link to the concessionaire's site from its own website.

In addition to these marketing efforts, the City also believes that with a private operator taking over Theatre operations, there will be greater opportunities to obtain sponsorships for individual programs, as well as the facility (or parts thereof) which would not raise the same public ethics law issues as when a governmental entity may seek similar arrangements. Proposers are therefore encouraged to include in their

proposals how they see sponsorships being improved. While these may include naming rights, Proposers will understand that “Sunrise Theatre” must continue to be in the facility’s name.

- **Food and Beverage.** As the description of the facility sets forth, there are currently several bar locations, but limited facilities related to prepared foods. At base, the concessionaire shall be responsible for negotiating and administering all contracts with food and beverage vendors. The concessionaire will also be responsible for ensuring that all state and federal food and beverage laws are complied with and all required licenses are obtained and maintained in good standing through the term of the agreement. The Theatre is subject to a Series 11PA (Performing Arts/beer, wine and liquor) Florida liquor license (# BEV6602701), which is valid through March 31, 2025.

While currently there are no on-site food preparation facilities, the City believes the layout of the Theatre could be re-configured to allow for the installation of modest prep/cooking/cleaning facilities and that the presence of such facilities may encourage caterers and event organizers to choose the Sunrise Theatre for their next rehearsal dinner, company training event, reunion, or the like. Therefore, the City encourages Proposers to set forth in their proposals what ideas they would have both in terms of how such modest facilities could be installed, what compromises to existing spaces and uses would be needed, how the construction of such spaces would be paid for, and projected revenue impacts were such facilities present on site.

- **Security.** The City has installed various basic security measures at the Sunrise Theatre. The concessionaire will be responsible for ensuring its staff have a full functioning knowledge of the use of these measures such that the concessionaire ensures they are properly used in accordance with security protocols to be agreed to by the City. The concessionaire may determine that it wishes to install additional security measures to reduce its risk of loss. If it does so, the concessionaire will be required to coordinate such improvements with the City. The concessionaire will also be responsible for contracting with law enforcement and/or private security at such levels as a reasonable and experienced venue operator would anticipate to be prudent given the nature of the event.
- **Back-office operations.** Once the concessionaire assumes control of the facility, it will be solely responsible for performing all human resources, accounting, finance, IT, regulatory compliance, and legal functions related to the Theatre’s operations. The successful Proposer must be able to demonstrate its capacity to handle each of these functions either directly or through qualified concessionaire service providers. While final terms will be subject to negotiations, the concessionaire will be required to maintain insurance coverages in the forms and amounts deemed necessary by the City, and covering the City by way of additional insured status and through indemnification. The City does not expect concessionaire to maintain insurance on the physical building (risk of loss to the structure). The City will continue to cover risks to the building and its fixtures either through self- insurance or its own insurance coverages.

With respect to human resources, the City discloses that three current City employees serve as the Theatre Executive Director, Technical Director, and Maintenance

Manager. The concessionaire will be asked to consider affording these employees an opportunity to join the concessionaire's team so long as they would be willing and qualified for a position in concessionaire's organization.

With respect to accounting and financial management, concessionaire will be required to follow all generally accepted accounting principles and will not be permitted to intermingle the books of the Theatre with any other business or venture concessionaire may own or operate. Where concessionaire acquires services or commodities from a vendor under a blanket agreement which also serves other such businesses or ventures, concessionaire will be required to ensure purchases made for the Theatre are separately accounted for and not used for such other businesses or ventures. Concessionaire will be solely responsible for ensuring that all state and federal tax laws are complied with, all required tax returns or reports are filed, and all taxes timely paid.

Minimum Qualifications: The City seeks a concessionaire that will work with the City as a true partner to usher in the next chapter in the Sunrise Theatre's history. To make this the most successful chapter ever, the City wishes to partner with a concessionaire with the following characteristics:

- A strong knowledge of and history working in the theatre programming and operation industry.
- Demonstrated ability to deliver the scope of services set forth in this RFP.
- Experience in event marketing at both a local and regional level.
- Demonstrated ability to build business and community relationships.
- Operational resources able to handle the maintenance, technology, and accounting responsibilities the City will require.
- A strong culture of customer service, business ethics, and environmental responsibility.

1.4 FACILITY AND CONCESSION OVERSIGHT; COMPENSATION

The City currently owns and operates the Sunrise Theatre. However, once a concession agreement has been successfully negotiated and approved, the City intends to transfer the facility and assign the concession agreement to the Fort Pierce Redevelopment Agency (FPRA), an agency created under and operated pursuant to Part III, Florida Statutes Chapter 163. The intent of the City is that the Sunrise Theatre will become financially successful and that the profits realized (after concessionaire's compensation) will help enhance the FPRA's budget and afford it the opportunity to enhance its ability to deliver on its community redevelopment mission.

With respect to the City's compensation for the grant of the concession, final terms will be subject to negotiations between the City and the successful Proposer. However, Proposers are required to include in their proposals a proposed compensation model. Proposers may (and are encouraged to) propose compensation models in the alternative as the City will be open to different models. The City believes that a compensation model which has a component of shared risk and shared reward is desirable, such that when the venue is more financially successful, the City and concessionaire would also be more successful. Therefore, proposals with such models would be preferable to those without. While not mandated, the

City contemplates a “base payment plus percentage” model would be part of each proposal.

The concessionaire will be required to provide quarterly reports to the City/FPRA setting forth financial and performance metrics. A copy of the City’s 2024 Operating Budget for the Sunrise Theatre is attached at **Exhibit “F”**.

1.5 CONTRACTING PARTY AND ABILITY TO SUBCONTRACT

The most desirable Proposer will be able to demonstrate its ability to provide the full range of the Scope of Services internally. However, the City acknowledges that there are varying operating models when it comes to small and mid-size Theatre facilities. Therefore, Proposers are not prohibited from proposing that some elements of the Scope of Services would be performed by one or more partners such as subcontractors. However, Proposers must understand that the City will not accept proposals which are submitted by multiple entities. There shall be only one Proposer (which may be a single entity or a Joint Venture registered under Florida law). If a Proposer intends to utilize subcontracting for portions of the Scope of Services, the City will give preferences to proposals which contain written evidence that such subcontractors have already committed to provide the services and demonstrates the subcontractor’s capacity to be successful.

Given the City’s desire for the Theatre’s operations to continue to have a local flare, Proposers are encouraged to seek out and partner with locally-based providers of services where cost and quality are equivalent to out- of-area providers.

1.6 ANTI-LOBBYING PROVISION

Upon the issuance of this solicitation, or during renegotiation of an existing contract, no prospective offerors/proposers or their agents, representatives or persons acting at the request of such offerors/proposers shall contact, communicate with, or discuss, either in person, by phone, email, or text message, any matter relating to the solicitation or the renegotiation with any City officers, agents, or employees (including the City Commission and City Manager) other than the procurement official or procurement agent designated in the solicitation, unless otherwise provided for in the solicitation or otherwise directed by the procurement official. This prohibition includes copying such persons on written communications with the procurement agent, but it does not apply to presentations made to evaluation committees or at a City Commission meeting where the City Commission is considering approval of a proposed contract. This prohibition ends upon issuance of a purchase order or execution of the final contract, or when the solicitation has been canceled or the renegotiation efforts are terminated. Renegotiation will be deemed to have commenced upon vote of the City Commission directing renegotiation or on issuance of a written notice from the procurement official to the existing contractor instituting a renegotiation process. **Failure of vendors seeking to conduct or potentially interested in conducting business with the City to strictly adhere to this section will result in the offender’s bid, proposal, or response being disqualified from further consideration and may also result in the suspension or debarment of the offending vendor.**

The designated point of contact for this solicitation is: **Gelencia Carter**, Procurement Manager, 772.467.3749

1.7 GENERAL SOLICITATION PROVISIONS

- A. This RFP is intended to provide an opportunity for interested Proposers to demonstrate their experience, capacity, capability, and interest to operate, manage, maintain, and market the Sunrise Theatre. This solicitation, together with its supplemental information and any subsequently-issued addenda responses, comprises the RFP. The objective of this solicitation is to encourage prospective operators to submit sufficient information about their qualifications and their recommendations and proposals as to how the various activities comprising the Scope of Services might be delivered, so that the City can select its eventual partner for this crucial role with confidence.
- B. Trade Secrets. The Florida Legislature has determined in Florida Statutes § 815.04(3) (as to electronic records), and § 815.045 (as to all other records) that trade secret information, as defined in Florida Statutes § 812.081(1)(c), is confidential and exempt from public records disclosure. The statutory definition provides:

“Trade secret” means the whole or any portion or phase of any formula, pattern, device, combination of devices, or compilation of information which is for use, or is used, in the operation of a business and which provides the business an advantage, or an opportunity to obtain an advantage, over those who do not know or use it. The term includes any scientific, technical, or commercial information, including financial information, and includes any design, process, procedure, list of suppliers, list of customers, business code, or improvement thereof. Irrespective of novelty, invention, patentability, the state of the prior art, and the level of skill in the business, art, or field to which the subject matter pertains, a trade secret is considered to be:

1. Secret;
2. Of value;
3. For use or in use by the business; and
4. Of advantage to the business, or providing an opportunity to obtain an advantage, over those who do not know or use it when the owner thereof takes measures to prevent it from becoming available to persons other than those selected by the owner to have access thereto for limited purposes.

However, the City will not be aware that a bid, proposal, or other response to a procurement solicitation contains such information. Therefore, bidders, proposers or other persons or entities responding to City solicitations must specifically and clearly identify all portions of their responses which are believed to be a trade secret, as defined by the law, and must, as to each such designation, provide the basis upon which the designated information is a trade secret. **PLEASE NOTE** that under Florida law, a private party cannot render public records exempt from disclosure as containing trade secrets merely by designating information it furnishes a governmental agency confidential. Thus, the mere designation of an entire submission as “confidential” will

be insufficient to comply with this requirement.

While the City will, to the extent possible, cooperate in any court action a bidder, proposer, or responder may bring against any third-party requesting to inspect and copy portions of a response asserted to be a trade secret, if a bidder, proposer, or responder fails, prior to the submission of their materials to the City, to specifically and clearly designate information therein as a trade secret and to provide the supporting explanation for the designation, the right to assert the exemption may be lost, and the information may be subject to inspection and copying as otherwise provided for under the Public Records Act.

In the event any record is requested under the Public Records Act, procurement staff will consult with the City's legal counsel and, if City's legal counsel agrees with the designation, the City will assert the exemption and redact the relevant materials. If the City's counsel disagrees with the designation, City staff will inform the bidder, proposer or responder and that person or entity may file an injunctive or declaratory judgment action and seek such emergency orders as desired to protect the information. The City notes that absent some unusual justification, a bidder's or proposer's contract price shall not constitute a trade secret.

- C. Anti-Discrimination/EEO. The successful Proposer will be required, during the term of its performance, to refrain from discrimination against any employee or applicant for employment because of race, color, religion, sex, disability, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, disability, or national origin.
- D. Vendor List Certification. The City requires a certification from Proposer that their firm is not on the following Vendor List maintained by the Florida Department of Management Services. The Florida Department of Management Services prohibits the use of vendors which appear on their Vendor Lists.

Florida Statute § 287.1346 Forced Labor Vendor List
Florida Statute § 287.133 Convicted Vendor List/Public
Entity Crimes Florida Statute § 287.134 Discriminatory
Vendor List
Florida Statute § 287.1351 Suspended
Vendor List Florida Statute § 287.137
Antitrust Violator List
Florida Statute § 287.135 Scrutinized List of Prohibited
Companies Florida Statute § 287.057(1-3) Federal
Excluded Parties List

- E. Accommodation of Disabilities. Prospective Proposers with disabilities requiring an accommodation to attend the pre-Proposal meeting or to otherwise participate in this RFP process should contact the City Clerk's Office as promptly as possible to allow the City to examine the request and determine what if any accommodations are possible.

- F. Proposer Expenses. The proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposers' ability to fulfill the requirements of the proposal. No out-of-scope services shall be provided in the absence of prior, written authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract. The City will not pay a retainer or similar fee. The City is not responsible for any expenses that Proposer may incur in preparing and submitting proposals called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing, photocopying, postage, per diem, travel expenses, and the like, incurred by the Proposer. The City will not be liable for any costs incurred by the Proposer in connection with any interviews/presentations (i.e., travel, accommodations, etc.).
- G. Responsible Proposer. A contractor, business entity, or individual which is fully capable to meet all of the requirements of the solicitation and subsequent contract, which possesses the full capability, including financial and technical, to perform as contractually required, and which must be able to fully document the ability to provide good faith performance.
- H. Responsive Proposer. A contractor, business entity, or individual which has submitted a proposal that fully conforms in all material respects to the RFP and all of its requirements, including requirements as to form and substance.
- I. Public Records. All records generated in response to the concession agreement to be awarded by the City will be a public record. The concessionaire will be required to comply with the provisions of Florida Statutes § 119.0701 and the contract will expressly set forth those requirements.
- J. Immigration Compliance; E-Verify. The concession agreement awarded by the City will contain provisions requiring the concessionaire to be in compliance with the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq. and regulations related thereto, § 274A(e) of the Federal Immigration and Employment Act, and Florida Statutes § 448.09(1) and § 448.095(5).
- K. While final coverages and terms will be subject to negotiation, the City's Risk Manager has determined that initially the concessionaire should comply with the Insurance Requirements set forth in the attached **Exhibit "G"**.
- L. Questions from Potential Proposers. The City will accept and encourages potential Proposers to submit questions related to this RFP. Questions must only be submitted through DemandStar or directly to the designated procurement point of contact. Questions will be received only through **noon on February 25, 2025**. The City will endeavor to respond by the response date set forth in this RFP, however, there is no guarantee the City will be able to respond to every question if submitted at the last minute. Therefore, potential Proposers are encouraged to carefully review this RFP and submit questions as promptly as possible. Several potential Proposers may submit variations of the same question. In those cases, the City may elect to combine and re-word these questions so that one question and response will address the numerous variations submitted. The City's official responses will be issued by way of

published addenda, which will be sequentially numbered. All addenda issued shall become part of this RFP for all purposes. No written or verbal response from any City official will be deemed to be an official response unless issued by the City's procurement staff as an addendum to this RFP.

1.8 ELEMENTS OF THE PROPOSAL; SUBMISSION

In addition to the various forms and documentation required to be submitted, responsive proposals must include:

- A cover letter outlining the Proposer's interest.
- A table of contents.
- A year one through year five projected operating budget (showing expenses and revenues), which must include attendance and expense projections.
- A 30/90/120-day transition plan.
- A narrative setting forth the Proposer's history of provision of substantially similar scopes of services for other jurisdictions, entities or venues.
- Copies of the relevant licenses and certifications possessed by Proposer.
- A narrative providing the experience, length of service, and professional credentials and backgrounds of the individuals the Proposer proposes to be key team members.
- A company history of the Proposer, including longevity, growth, stability, profitability (as relates to for-profit Proposers), financial resources, and its legal/claims status.
- A narrative outlining the extent to which the Proposer possesses the in-house capabilities and resources to provide the services in the Scope of Services, or the extent to which the Proposer will seek to partner with third parties. For ease of review by the City, Proposers should address each element of the Scope of Services in separate sub-tabs.
- Copy of the Proposer's current financial audit.
- A description of all current litigation Proposer is involved in, or has been involved in in the past 4 years, related to the Proposer's provision of services to other jurisdictions, venues or organizations. If the litigation concluded, provide the outcome of the litigation.
- A description of any criminal charges filed against the Proposer or any of its officers in the past 4 years, including the nature of the charges and, if no longer pending, the disposition.
- A list of references from other jurisdictions, venues or organizations for which Proposer has provided some or all of the services outlined in the Scope of Services.
- A detailed timeline for bringing online each element of the Scope of Services.
- A Sworn Statement on Public Entity Crimes pursuant to Florida Statutes § 287.133(3)(a) (attached as **Exhibit "H"**).

- An affidavit (attached as **Exhibit “I”**), pursuant to Florida Statutes § 787.06(13), attesting under penalty of perjury that the Proposer does not use coercion, as defined in Florida Statutes § 787.06(2)(a), for labor or services.

Each of these shall be separately “tabbed/hot linked” in the submitted Proposal.

All proposals shall be submitted through DemandStar. In addition, Proposers must provide one (1) original printed proposal, (5) printed copies, and one (1) electronic version on a USB drive, in a shipping envelope or box clearly labeled Proposal for Sunrise Theatre RFP 25-017, and delivered to:

**City of Fort Pierce
Attn: Purchasing
Division Room 101
100 North U.S. #1
Fort Pierce, FL 34950**

1.9 EVALUATION AND NEGOTIATION PROCEDURES

These evaluation procedures set forth the process and criteria the City intends to use to identify a Proposer with which it would then begin negotiations. To facilitate the evaluation process, Proposers shall ensure they fully respond to all required information in their proposals and include sufficient information to allow the City to thoroughly evaluate their proposals. Pursuant to Florida Statutes § 119.071(1)(b)(2), all proposals submitted to the City shall be exempt from public records disclosure until such time as the City provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

Subsequent to the end of the proposal submission deadline, City procurement staff will open all evaluations and begin review of each to ensure each proposal has included all required information (the responsiveness review) and that the Proposer possesses the base qualifications set forth in the RFP necessary to be minimally qualified to propose (the responsibility review). The City procurement staff will then convey all responsive and responsible proposals to the members of an Evaluation Committee.

The City Manager will appoint an Evaluation Committee the membership of which may include the City Manager, the FRPA Director/Administrator, and other relevant stakeholders and subject matter experts. The Evaluation Committee members will first evaluate the written proposals individually.

The Evaluation Committee may choose to conduct oral interviews with and/or receive oral presentations from one or more of the Proposers. Pursuant to Florida Statutes § 286.013(2)(b), any portion of an Evaluation Committee meeting at which a Proposer makes a presentation, or at which the Proposer answers questions, or during which the Evaluation Committee discusses negotiation strategies, may be closed to the public (including other competing Proposers or their agents). If the Evaluation Committee chooses to conduct oral interviews and/or to receive presentations, Proposers will be informed whether such portions of the meetings will be closed to the public. If the City

elects to close any such portions of the Evaluation Committee's work, the City will ensure a recording of such portions will be made in accordance with the statute.

If presentations are requested, the Procurement Manager will establish the schedule, and Proposers will be notified within a reasonable time (generally 7-calendar days) in advance of the date, time, and place of the presentations. The specific format of each presentation (including whether it will be live or by remote electronic means) will be provided to Proposers with the notifications.

While the City reserves the right, in its absolute discretion, to alter the Evaluation Committee's procedures to best address the needs of the City, as a general matter, Proposers which are asked to make presentations and/or to take committee questions will be allotted roughly equal time. Typically, such sessions are conducted in three sequential parts: formal presentations, questions and answers, and Evaluation Committee discussion. While oral interviews/presentations are often provided to afford Proposers an opportunity to demonstrate their abilities and clarify their proposals, Proposers are on notice that the Evaluation Committee may elect not to receive oral presentations or to conduct question and answer sessions related to this solicitation. Therefore, Proposers are strongly encouraged to include as much information as possible in their written proposals so that oral presentation or question sessions may be conducted as efficiently, effectively, and economically as possible.

While the Evaluation Committee will evaluate proposals based upon any criteria the committee determines are appropriate and in the City's best interests, the following criteria are identified as being particularly relevant to this solicitation:

- The Proposer's successful performance providing services substantially similar to those set forth in the Scope of Services in this solicitation in similar event venues;
- The experience, length of service, and professional credentials and backgrounds of individuals identified by the Proposer as key project team members;
- The Proposer's projections and supporting justifications related to its ability to exceed the City's expectations with respect to top line revenue, operating profitability, and secondary community economic impact;
- The company history of the Proposer, including longevity, growth, stability, profitability (as relates to for-profit Proposers), financial resources, and its legal/claims status;
- The Proposer's proposals as to how each element of the Scope of Services will be delivered;

- The 30/90/120-day plans of the Proposer to roll out the delivery of services set forth in the Scope of Services, the resources available to the Proposer related to physical maintenance, information technology, personnel recruitment/management/retention, event management, policy and procedure development, public and community relations, financial management and accounting, online or app-based ticket sales and event registration, and program marketing;
- The extent to which the Proposer possesses the in-house capabilities and resources to provide the services in the Scope of Services or the extent to which the Proposer will seek to partner with other joint venturers or subcontractors; and
- Whether the Proposer has provided some or all of the “preferred” elements of a proposal set forth in § 1.3 of this RFP.

Pursuant to Florida Statutes § 287.05701(3), prospective Proposers are notified that the City will not request documentation of or consider a vendor’s social, political, or ideological interests when determining if the vendor is a responsible vendor, nor will it give preference to a vendor based on the vendor’s social, political, or ideological interests.

During the evaluation process and at the sole discretion of the City, prior to finalizing the ranking of Proposers, the Evaluation Committee may request clarification of a proposal from one or more Proposer. Such requests may be in writing or through scheduled oral interviews.

Once the Evaluation Committee has completed its evaluation process, it will rank the proposals, with the recommendation that the City enter negotiations with the top-ranked Proposer. The City Commission will review the recommendation of the Evaluation Committee and provide direction to the City Manager with respect to conducting negotiations. Assuming the City Commission has authorized negotiations to commence, the City’s professional staff, under the direction of the City Manager, will initiate negotiations.

If negotiations are successful, the City Manager will bring the recommended agreement to City Commission for its approval. Should the City be unable to negotiate a satisfactory contract with the first Proposer, it may either terminate negotiations with the first Proposer and institute negotiations with the next-ranked Proposer or the City may invite two or more Proposers to engage in simultaneous negotiations and may ask Proposers with which it is negotiating to present best and final offers. The City reserves the right to cancel this solicitation at any time.

FORMS AND INFORMATION



**Please refer to
Exhibits A through I,
which are attached separately.**