

REQUEST FOR PROPOSALS

LEASE AND OPERATIONAL MANAGEMENT OF THE SUNRISE THEATRE



CITY OF FORT PIERCE AND FORT PIERCE REDEVELOPMENT AGENCY REQUEST FOR PROPOSALS NO. 2024-043

Issue Date: June 20, 2024
Pre-Proposal Meeting: July 10, 2024
Submittals Due: July 31, 2024

THE OPPORTUNITY

The City of Fort Pierce and Fort Pierce Redevelopment Agency (herein collectively referred to as “City”) are offering a unique opportunity for interested organizations to submit proposals to lease, operate and manage the historic Sunrise Theatre, a 1,200-seat facility located in Downtown Fort Pierce, Florida. This historic venue has been a cornerstone of the community for many decades, hosting a wide array of cultural events and performances that have enriched the community.

The City is pleased to accept proposals from well-qualified entities, with proven experience in venue management, performing arts programming, booking/contracting/presenting, community engagement, and facilities stewardship to manage and operate the Sunrise Theatre.

Proposers must have experience in performing arts programming, financial management, events marketing, ticketing, artist and audience services, security, scheduling, technical production, concessions, catering, staffing, sponsorships, and customer service. Proposers must also be familiar with historic resources, demonstrate financial stability, and be community focused.

The objective of this RFP is to initiate a dialogue with written proposals, which the City, through the Sunrise Theatre Advisory Board, will evaluate and begin an exclusive negotiation with a selected proposer.

ABOUT THE SUNRISE THEATRE

The 1,200-seat Sunrise Theatre opened in 1923 and served as a Vaudeville house and motion picture movie theater. 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 has been managed by City of Fort Pierce staff operating as an Enterprise Fund. The City is now looking to take a new approach and contract with a facility operator/lessee 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 including historic lounge, 4 dressing rooms with full bathrooms, one dressing room with no bathroom facilities, laundry room, multi-functional Black Box with bar. A complete floor plan of the Sunrise Theatre is attached to this solicitation.

OBJECTIVES

- The City desires the theatre to be a high-quality facility that is competitive in the industry and attracts diverse event activity including, but not limited to entertainment, performing and cultural events.
- It is the City’s intention that the theatre be operated in a professional and fiscally responsible manner consistent with industry best practices and with all applicable laws and ordinances.
- Operating objectives include contracting with a facility operator that maximizes event activity and operating efficiency of the theatre, provides innovative marketing efforts, and provides additional services such as concessions. A qualified firm should be prepared to provide a strong and

detailed plan representing the variety of services necessary to produce, conduct, and execute quality events to which Fort Pierce residents are accustomed. The City's preferred operational model is a blend of theatre, comedy, live music, presenting films, and other cultural activities.

- Develop and implement strategies to engage with existing community groups and attract new partners and events.
- Protect the City's investment in the Sunrise Theatre through exercising the highest standard of maintenance and preservation of the building.

TABLE OF CONTENTS

SECTION I – INSTRUCTIONS TO PROPOSERS

1	RFP SUBMISSIONS DUE DATE	5
2	SUBMISSION OF PROPOSALS FORMAT	5
3	INSURANCE REQUIREMENTS	5
4	PRE-PROPOSAL MEETING AND INQUIRIES	5
5	SOLICITATION SCHEDULE	6
6	DEVELOPMENT COSTS	6
7	TIMETABLES	6
8	DELAYS	6
9	RESERVED RIGHTS	6
10	PROFESSIONAL STANDARDS	7
11	APPLICABLE LAW	8
12	BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)	9
13	W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM	9

SECTION II – INSURANCE REQUIREMENTS

1	REQUIRED INSURANCE REQUIREMENTS	10
---	---------------------------------	----

SECTION III – STATEMENT OF WORK

1	SCOPE OF WORK	13
2	POTENTIAL TERMS FOR THE AGREEMENT	13
3	INSTRUCTIONS FOR PREPARING PROPOSALS	14
4	EVALUATION METHOD AND CRITERIA	15

SECTION IV– GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION FOR PROPOSERS

1	GENERAL INFORMATION	17
2	DELAYS	17
3	EXECUTION OF PROPOSALS	17
4	NO RESPONSE	17
5	PROPOSAL OPENING	17
6	TAXES	18
7	DISCOUNTS	18
8	MISTAKES	18
9	INVOICING AND PAYMENT	18
10	DELIVERY	18
11	ADDITIONAL TERMS AND CONDITIONS	18
12	INTERPRETATION	19
13	ADDENDUM	19
14	DISPUTES	19
15	CONFLICT OF INTEREST	19
16	LEGAL REQUIREMENTS	20
17	DRUG-FREE WORK PLACE (DFW)	20
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)	20
19	PUBLIC ENTITY CRIMES	20
20	AWARD	20
21	EEO STATEMENT	20
22	CONTRACTUAL AGREEMENT	21
23	GOVERNMENTAL RESTRICTION	21
24	PATENTS AND ROYALTIES	21

25	ADVERTISING	21
26	ASSIGNMENT	21
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	21
28	FACILITIES	22
29	REPRESENTATION	22
30	DISQUALIFICATION OF PROPOSER	22
31	ADJUSTMENTS/CHANGES/DEVIATIONS	22
32	PUBLIC RECORDS	22
33	PROPOSAL PREPARATION COST	22
34	COOPERATIVE PURCHASING	22
35	CANCELLATION	23
SECTION V – REQUIRED FORMS		
1	REQUEST FOR PROPOSAL AND PROPOSER ACKNOWLEDGEMENT	25
2	W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER	26
3	PROPOSER’S CHECKLIST	27
ATTACHMENTS		
A	SUNRISE THEATRE FLOOR PLANS	
B	SUNRISE THEATRE SEATING CHART	
C	SUNRISE THEATRE 10-YEAR CAPITAL PLAN	
D	SUNRISE THEATRE CAPITAL IMPROVEMENT PROJECTS	
E	SUNRISE THEATRE FY 24 OPERATING BUDGET	
F	FPRA REDEVELOPMENT PLAN	
G	DOWNTOWN MASTER PLAN	

SECTION I

INSTRUCTIONS TO PROPOSERS

1. **RFP SUBMISSIONS DUE DATE**

Proposals are due on or before **3:00PM, Wednesday, July 31, 2024.**

2. **SUBMISSION OF PROPOSAL FORMAT**

Hard copy submissions. Proposers must provide one(1) original printed proposal, five (5) printed copies, and one (1) electronic version on a USB drive.

To be considered, a Proposal must be received and accepted in the Purchasing Division before the Proposal closing date and time.

Delivery Address:

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

Mailing Address:

**City of Fort Pierce
Attn: Purchasing Division,
Room 101
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 purchasing@cityoffortpierce.com , on Demandstar.com (www.demandstar.com) and the web site of the City of Fort Pierce ([Bid Postings • Bid \(cityoffortpierce.com\)](http://www.cityoffortpierce.com)).

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

All proposals and qualifications 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."**

3. **INSURANCE REQUIREMENTS**

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 II, page 10.

4. **PRE-PROPOSAL MEETING AND INQUIRIES**

There will be a voluntary Pre-Proposal Meeting followed by a guided facility tour on **July 10, 2024 at 10am** at the Sunrise Theatre located at 117 South 2nd Street, Fort Pierce, Florida, 34950. Attendance is not required but encouraged.

Questions regarding the Request for Proposals must be submitted in writing to the following:

TO: Shyanne Harnage, CRA Administrator
sharnage@cityoffortpierce.com

COPY: Gelencia Carter, Purchasing Manager
purchasing@cityoffortpierce.com

Questions and requests for clarification must be submitted in writing by **July 24, 2024, at 5:00pm**. Questions will not be accepted after this date and time. Written answers to all questions submitted will be posted as an addendum on the Purchasing webpage of the City's website, [Bid Postings • Bid \(cityoffortpierce.com\)](#).

5. SOLICITATION SCHEDULE

RFP Issue Date	June 20, 2024
Pre-Proposal Meeting	July 10, 2024
Deadline for Questions	July 24, 2024
Submittals Due	July 31, 2024

6. DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

7. TIMETABLES

The Commission and the proposers shall adhere to the following schedule in all actions concerning this RFP.

- A. From opening time, the Commission and City staff will review and evaluate the proposals on a timely basis.
- B. The Commission may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City may notify unsuccessful proposers at this time.

8. DELAYS

The City may delay scheduled due dates if it is to the advantage of the City. The City will notify proposers of all changes in scheduled due dates by written addenda.

9. RESERVED RIGHTS

9.1. The CITY reserves the right to accept or reject any or all submittals, in whole or in part, for any reason whatsoever, to waive minor irregularities and technicalities, and to request resubmission. Also, the CITY reserves the right to accept all or any part of the submittal and to increase or decrease quantities to meet additional or reduced requirements of the CITY. Any sole response received by the submission date may or may not be rejected by the CITY depending on available competition and current needs of the CITY.

- 9.2. CCNA Statutes recommends a minimum of three (3) qualified professional, experienced, and capable proposers by which to move forward to the evaluation stage. However, the Purchasing Manager may determine that a single proposal is acceptable.
- 9.3. To be **responsive**, a proposer shall submit qualifications which conforms in all material respects to the requirements set forth in the RFP. To be a **responsible** proposer, the proposer shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance. Also, the CITY reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to deliver the goods or service requested. This information may be obtained from the proposer or any credible source. All information request will be done through the Purchasing Division. Such information may include, but shall not be limited to: current financial statements, verification of availability of equipment and personnel, and past performance records.
- 9.4. The City may disqualify a proposer from being awarded a City contract if the Purchasing Manager determines after an investigation that the proposer is “not responsible,” based on a poor performance record with the City, a lack of adequate equipment and personnel, insufficient financial wherewithal, or other factors that indicate the bidder is not capable of performing the contract.
- 9.5. Unless otherwise stated in this RFP specification, any contracts resulting from this RFP are non-exclusive. The CITY reserves the right, in its sole opinion, to purchase goods or services listed in this RFP through the State of Florida Contracts, cooperatives, other current government contracts, and non-profit contracts as provided in the City of Fort Pierce Procurement Code. The CITY reserves the rights to solicit separate requirements that are a portion of a larger contract as a whole. Additionally, at the City’s sole option, additional contracts may be entered into as a result of such situations as unusual volumes, time/delivery requirements, special requirements, other brands, lease, project specific requirements, or similar situations.
- 9.6. If any contract awarded as a result of this RFP is terminated, the CITY reserves the right to go to the next lowest **responsive** proposer with the balance of the contract, unless otherwise stated in the RFQ specification.

10. **PROFESSIONAL STANDARDS**

- 10.1. The successful proposer shall covenant and agree that it and its employees have complied with the Florida Statutes pertaining to the licensing of employees, as applicable.
- 10.2. In the event the successful proposer shall be placed in any form of bankruptcy or make an assignment for the benefit of creditors, the City may declare the same a default of the agreement which may be terminated pursuant to these terms and conditions.

- 10.3. Section 287.055(6)(a), Florida Statutes, requires the following provisions to be made a part of the Agreement.
- 10.4 The successful proposer warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the successful proposer, to solicit or secure the agreement, and that it will not pay or agree to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the successful proposer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the agreement. For breach or violation of this condition, the City shall have the right to terminate the agreement without liability and at his discretion to deduct from the agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 10.5. Performance of Contract Holder
It is understood and agreed that the CITY will not permit or authorize CONSULTANT to perform less than 51 percent of the total contract work with other than its own organization. This requirement may be waived by the Purchasing Manager under special circumstances.

11. **APPLICABLE LAWS**

Proposers must be authorized to transact business in the State of Florida. Copy of the Registration Certificate and information should be submitted with proposal but is not required. Registration must be completed before a contract can be signed. Applicable provisions of all federal, state, county and local laws and of all ordinances, rules and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Fort Pierce, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof. This includes revisions or as amended thereof. Any involvement with the City of Fort Pierce shall be in accordance with but not limited to:

11.1. City of Fort Pierce Ordinances

11.2. Pursuant to Florida Statutes Section 119.071, Public Records, General exemptions from inspection or copying of public records, sealed proposals received by the CITY.

11.3. It shall be the responsibility of the proposer to assure compliance with all other federal, state, county, or city codes, rules, regulations or other requirements, as each may apply.

Pursuant to this solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I. of the Florida Constitution, until such time as the agency provides notice of a decision or intended decision pursuant to s. 119.071(2) or within 30 days after proposal opening, whichever is earlier

12. **BUSINESS TAX RECEIPT (OCCUPATIONAL LICENSE)**

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

13. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Proposer will be required to return a completed W-9 Taxpayer Identification Form with their proposal submittal. **see Section VI - Required Forms.**

SECTION II

INSURANCE REQUIREMENTS

Operator shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. As evidence of compliance with the insurance required herein, Contractor shall furnish the City of Fort Pierce with:

- (a) a fully completed satisfactory Certificate of Insurance evidencing all coverage required. Also, a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the City of Fort Pierce and its board members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
- (b) the original of the policy(ies); or
- (c) other evidence satisfactory to the City of Fort Pierce.

Until such insurance is no longer required by this Agreement, Operator shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

If requested to do so by the City of Fort Pierce, Operator shall, within thirty (30) days after receipt of a written request from the City of Fort Pierce, provide the City of Fort Pierce a certified, complete copy of the policies of insurance of insurance providing the coverage required.

Workers' Compensation/Employers' Liability

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

- Part One: "Statutory"
- Part Two: \$1,000,000 (Each Accident)
\$1,000,000 (Disease-Policy Limit)
\$1,000,000 (Disease-Each Employee)

Commercial General Liability

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. other than those required by ISO or the state of Florida or those described below. The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

- Mold, fungus, or bacteria
- Terrorism
- Sexual molestation

The City of Fort Pierce and its officials, officers, agents and employees shall be included as “Additional Insureds” on a form no more restrictive than the latest edition of ISO Form CG 20 10 (Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

Automobile Liability

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$1,000,000
---	-------------

Liquor Liability

Per Occurrence	\$1,000,000
Aggregate	\$1,000,000

Such insurance shall cover damages incurred by an insured because of liability for "injury" that results from the selling, serving or furnishing of any alcoholic beverage and shall be no more restrictive than that provided by the most recent version of the standard Liquor Liability Coverage Form (ISO Form CG 00 33) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably permitted by the City’s Office of Insurance and Risk Management.

The policy must be endorsed to provide the City of Fort Pierce with thirty (30) days written notice of cancellation.

An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

The City of Fort Pierce and its officials, officers, agents and employees shall be included as “Additional Insureds.”

General Conditions

The insurance provided by Operator shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Operator.

Except where prior written approval has been obtained hereunder, the insurance maintained by Operator shall apply on a first dollar basis without application of a deductible or self-insured retention. Operator shall pay on behalf of the City of Fort Pierce or its officials, officers, agents and employees any deductible or self-insured retention applicable to a claim against the City of Fort Pierce or its officials, officers, agents and employees.

All insurance policies provided by the Operator shall be endorsed to provide the City with thirty (30) days' prior written notice of cancellation.

The insurance provided by the Operator shall be endorsed to provide that the Insurer waives its rights against the City of Fort Pierce and their officials, officers and employees.

Compliance with these insurance requirements shall not limit the liability of Operator. Any remedy provided to the City of Fort Pierce by the insurance provided by the Operator shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Operator) available to the City of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Operator shall relieve Operator from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. Certificate Holder

**City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480**

2. Additional Insured for General Liability

City of Fort Pierce and its officials, officers and employees.

SECTION III

STATEMENT OF WORK

1. **SCOPE OF WORK**

The selected firm will be responsible to manage the day-to-day operations of the Sunrise Theatre, including, but not limited to:

- Programming: Develop and implement a diverse and engaging program of events, performances, and activities that appeal to a broad audience, while also supporting local artists and performers.
- Marketing and Promotion: Create and execute marketing strategies to increase awareness of the theatre, drive ticket sales, and enhance its reputation as a cultural hub on the Treasure Coast.
- Box Office Management/Ticketing: Manage online ticketing system, in-person box office, and have ability to provide data and metrics.
- Staffing and Personnel Management: Provide sufficient staffing and volunteers to produce a superb experience for patrons. Preference will be given to proposals that include the retention of the existing Sunrise Theatre employees and volunteers.
- Maintenance and Upkeep: While mechanical, electrical, and plumbing systems as well as the exterior of the theatre will be maintained by the City, the selected organization will be responsible for ongoing maintenance and cleanliness of the facility, as well as the safety and comfort of patrons, performers, and staff.
- Financial Management and Reporting: Manage the theatre's budget, including revenue generation, expense management, and financial reporting to the City.
- Concessions: Effectively provide beverage, merchandise, catering services.

2. **POTENTIAL TERMS FOR THE AGREEMENT**

It is anticipated that the selected proposer will be invited to enter into a Lease and Operational Management Agreement negotiated by City staff with final approval by the City Commission/FPRA Board. The Agreement will govern the terms of the management operations, programming, and responsibilities with regard to the facility. The terms of the agreement are subject to negotiation.

- a) The lease term shall be subject to negotiation between the chosen operator and the City with a minimum five (5) year term. The amount of any proposed capital investment will be a consideration in evaluating the duration of the agreement.
- b) The selected firm will be expected to fully fund the normal operating costs of the facility. The City is willing to continue to maintain the building shell at a standard similar to those provided for other City-leased facilities. The building shell includes the exterior walls, roof, and exterior doors, as well as mechanical (such as HVAC, that are permanently affixed to the structure and are required for proper structural functionality), electrical, and plumbing systems. Capital investments will be negotiated between the City and lessee.

- c) The facility is equipped with an inventory of lighting, concession, sound, and stage equipment. The lessee may find it desirable to supplement the existing inventory with new and/or additional equipment at their own expense.
- d) The City desires to retain the existing employees of the Sunrise Theatre. Positions include: Marketing and Development Director, Technical and Facilities Director, and Box Office Manager. The City may be amenable to funding these positions for a mutually agreed upon timeframe as negotiated in the agreement.
- e) The selected firm will be required to provide quarterly updates to the City on the facility operations, programming, and financial reporting.
- f) Insurance requirements will be negotiated as part of the lease agreement.

3. INSTRUCTIONS FOR PREPARING PROPOSAL

Proposals shall demonstrate the ability to perform professional and financial oversight of this type of facility, clearly articulate achievable facility maintenance, community engagement and programming plans for theatre operations, rentals, programs, and document compliance with appropriate laws and regulations.

Proposers must provide one (1) original printed proposal, (5) printed copies, and one (1) electronic version on a USB drive.

The proposer shall organize the following information by tab/divider in their submittal:

TAB 1: EXPERIENCE/QUALIFICATIONS:

- Cover letter:
 - a. Overview of the firm/organization
 - b. Summary of proposer’s understanding of the project
 - c. Explanation as to why the proposer is the ideal candidate for this opportunity
- Firm Overview:
 - a. Provide an overview and qualifications of key personnel.
 - b. Provide a report demonstrating the success of managing and programming public facilities of a similar size, type and complexity as the Sunrise Theatre over the past ten (10) years. Discuss the proposer’s involvement in venue and operation, including evidence of fundraising, ticketing systems management, marketing strategy, production scheduling, and contracting, length and current status of the agreement.
- Include references from three (3) individuals/organizations that can attest to proposer’s ability to maintain the high level of service desired.

TAB 2: OPERATIONS PLAN

- Provide a detailed description of how the proposer will achieve the objectives outlined in this solicitation to ensure the Sunrise Theatre will continue to serve as a cultural resource for the community that attracts quality entertainment, clients and audiences, and to ensure the Theatre will act as a catalyst for the downtown. The description should include, but is not limited to, providing the following:
 - a. Prototype of calendar.

- b. Plan for revenue generating activities, including rentals, ticket sales, fees, concessions, fundraising, sponsorship sales, licensing, and other strategies to maximize earned and/or contributed revenue.
- c. Description of staffing plan, organizational chart, job responsibilities and ability to retain existing staff.
- d. A proposed facilities upgrade plan that identifies capital and equipment improvements and how they will be addressed.
- e. A community engagement, marketing, and communication strategy

TAB 3: FINANCIAL PLAN

- Submit a proposed operating budget. It is expected that all costs for the operation and management will be the responsibility of the firm selected. The City will maintain the mechanical, electrical, and plumbing systems as well as the exterior of the facility as negotiated in the agreement.
- Define compensation structure/revenue share proposed between the City and firm to achieve the goals and objectives outlined in this solicitation.
- Provide proof of financial ability which demonstrates the proposer's ability to ensure the financial stability and sustainability of the Sunrise Theatre and to perform objectives outlined in this RFP.

TAB 4: REQUIRED DOCUMENTATION

- Include required documentation/purchasing forms in this tab.

4. EVALUATION METHOD AND CRITERIA

A. GENERAL

The City shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The City reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each proposer, including stockholders and principals, before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The City's decisions will be final.

B. EVALUATION CRITERIA

Proposals will be evaluated by the City of Fort Pierce who shall be the sole judge of its own best interests, the proposal itself, the qualifications of the applicant and the resulting final negotiated agreement. The city's decisions in these matters shall be final and binding.

An evaluation committee will review and evaluate submittals. Evaluation of proposals will be based upon the following criteria:

TAB	DEFINITION	MAXIMUM POINTS
Experience and Qualifications	Proposer’s demonstrated experience and success managing similar venues, demonstrated ability to work with municipal or other governmental agencies. Quality of the references provided. Qualifications of key personnel involved.	30 points
Operations Plan	Proposer’s ability to deliver on the City’s goals as evidenced in the proposed venue management approach, Proposer’s strategies to serve as a cultural resource for the community, its ability to attract quality entertainment and other clients, and its ability to ensure the venue has a high level of utilization so it will serve as a catalyst for downtown economic development.	30 points
Financial Terms	Proposer’s ability to demonstrate financial sufficiency through a Pro-Forma, revenue generating plan, and proposed budget. Proposer must justify any request for a compensation structure/revenue share, as well as what, if any, City investment is needed for long-term capital improvements. Proposed lease terms.	30 points
Community Impact	Proposer’s ability to meet the goals and objectives of the Fort Pierce Redevelopment Agency Plan and meet the objectives identified in this RFP. Proposer’s plans for community engagement and outreach programs. Proposed partnerships with local organizations or businesses.	10 points

After the evaluation, an invitation to interview may be extended to respondents based on review of the written submittals. The committee reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The committee may determine scoring criteria for the interviews following evaluation of written submittals. The City reserves all right to begin contract negotiations without conducting interviews.

After the respondents are scored by the evaluation committee, a recommendation will be presented to the City Commission/FPRA Board requesting to enter negotiations for the Lease and Operational Management Agreement.

SECTION IV

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. Proposers shall submit their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL 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 PROPOSALS

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 Page 1 of Proposer/Proposal Acknowledgment and on the Bid Response Form. FAILURE TO PROPERLY SIGN THE BID 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 RESPONSE

If not submitting a bid, 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 be delivered after the time specified to 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 the lateness of any proposal. It is the Proposer’s sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, that 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 the opening of the proposals. Proposal tabulations will be furnished on the web sites: <https://www.cityoffortpierce.com> and Demandstar <https://www.demandstar.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 payingsales 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 bid evaluation purposes.

8. MISTAKES

- a. Proposers are expected to examine the specifications, delivery schedule, bid 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 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 Department at the address as stipulated on the Purchase Order.

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; bid 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. The invoice shall contain the Bidder'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 Bid 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 8. 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 Purchasing Division. Proposers who obtain Proposal Documents from other sources must officially register with the City 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 Workplace (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 Invitation to Bid 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 Offer to Purchase/Invitation to Bid 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 borne 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 have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product bid, and capable of producing or providing the items bid, and so certify 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. PUBLIC RECORDS

Sealed proposals, 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 proposals, proposals, or final replies, whichever is earlier.

33. 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.

34. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

35. 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 2-439(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.

SECTION V

REQUIRED FORMS



The forms listed in this section are to be complete and submitted with your proposal.

<p>DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950</p> <p>MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480</p>	<p style="text-align: center;">CITY OF FORT PIERCE</p>  <p style="text-align: center;">REQUEST FOR PROPOSAL and PROPOSER ACKNOWLEDGMENT</p>
<p>Bid Writer: Gelencia Carter, (772) 467-3102</p>	<p>RFP No: 2024-043</p>
<p>Mandatory Site-Visit: N/A</p>	<p>RFP Title: LEASE AND OPERATIONAL MANAGEMENT OF THE SUNRISE THEATRE</p>
<p>Mandatory Site-Visit Location: N/A</p>	<p>Proposal/Bid Opening Location: Purchasing Division, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950</p>
<p>Proposal Due Date & Time 3:00 PM, WEDNESDAY, JULY 31, 2024</p>	<p>If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this division as soon as possible.</p>
<p>Proposer Name: _____</p> <p>Mailing Address: _____ _____ _____</p>	<p><i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal 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 proposal and certify that I am authorized to sign this bid for the proposer.</i></p> <p>X _____ Authorized Signature (Manual)</p>
<p>City, State, Zip Code:</p>	<p>Typed or Printed Name:</p>
<p>Type of Entity (Select one): Corporation _____ Partnership _____ Proprietorship _____</p>	<p>Title:</p>
<p>Incorporated in the State of: _____ Year: _____</p>	<p>Delivery in _____ days, After Receipt Order</p>
<p>Phone Number:</p>	<p>Payment Terms:</p>
<p>Fax Number:</p>	<p>FEIN or SS Number:</p>
<p>E-Mail Address:</p>	<p>Local Business: ___Y ___N MWBE: ___Y ___N</p>
<p>Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION</p>	<p>If returning as a "No Bid" state reason:</p>

THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: : : :
OR
Employer identification number
: : : :

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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 Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	YES	NO
Did you included all of the items listed on		
Is each Addendum (when issued) signed and included?		
Did you complete and include in your submissions, items Exhibits A and B ?		
Are all of the Required forms, see Section complete and included?		
Are you in compliance with the page limitations?		
Electronic Submission: Did you submit your proposal electronically?		
Have you made sure your corporate address matches your Sunbiz information?		

PLEASE SIGN AND RETURN WITH PROPOSAL: _____