

THE CITY OF LAKE WORTH



INVITATION TO NEGOTIATE

ITN # NO. 14-211

**City of Lake Worth
Lake Worth Beach Complex, Casino
Building Vacant Space, and Municipal Pool**



Where the Tropics Begin



Where the Tropics Begin

FINANCE DEPARTMENT
7 North Dixie Hwy.
Lake Worth, FL 33461
TEL: 561-586-1674
FAX: 561-586-1673

ITN # 14-211

**Lake Worth Beach Complex, Casino Building
Vacant Space and Municipal Pool**

The City of Lake Worth ("City") is thrilled to be moving forward with the expansion of our lovely Beach Complex. The City is seeking competitive, sealed replies from responsible offerors to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip and/or implement creative ventures at the newly renovated Lake Worth Beach Complex and Casino. The City is seeking such replies for any or all of the following available options:

Available option #1: Restaurant/lounge/bar and/or other commercial-type ventures to be located within approximately 5,000 sq. ft. of available, vacant commercial space (at the Casino Building on the northern end of the second floor);

Available option #2: Special events/meetings/conference room(s) and/or other commercial-type ventures to be located within approximately 3,500 sq. ft. operational, commercial space with a 450 sq. ft. fully furnished catering kitchen (at the Casino Building on the southern end of the second floor); and/or,

Available option #3: Modernization of the municipal pool operation that would attract adult-aged visitors during the afternoon and evening hours (e.g., restaurant, tiki bar, cabana rentals, beverage service and/or other commercial-type ventures). With this option, the City prefers to maintain public pool access in the morning hours; however, creative alternatives will be considered. The municipal pool and supporting facilities cover approximately 34,000 sq. ft.

Time is of the essence with regards to this Invitation to Negotiate ("ITN") and any reply received after **3:00 p.m., October 7, 2014**, whether by mail or otherwise will be returned unopened. Replies shall be placed in a sealed envelope, marked in the lower left-hand corner with the ITN number, title, and date and hour replies are scheduled to be received. Offerors are responsible for insuring that their reply is delivered and stamped by the City's Finance Department personnel by the deadline indicated. The City reserves the right in its sole discretion to reject any or all replies and/or to waive all non-material irregularities on any and all replies. All costs and expenses, including reasonable attorney's fees, incurred by any offeror in preparing and responding to this ITN are the sole responsibility of the offeror including without limitation any and all costs and fees related to a protest.

Interested offerors may obtain a copy of the ITN by contacting the Finance Department at (561) 586-1674 or from the City's website at www.lakeworth.org, City Hall, Bids & Proposals. All replies must be hand-delivered or mailed to:

City of Lake Worth Finance Department
7 North Dixie Hwy
Lake Worth, FL 33461

ENVELOPE MUST BE IDENTIFIED AS ITN # 14-211.

BY: Sarah Vinci
Sarah Vinci, Procurement Office

PUBLISHED: Website and DemandStar (September 2, 2014)
Palm Beach Post (September 7, 2014)

**INVITATION TO NEGOTIATE
Lake Worth Beach Complex, Casino Building
Vacant Space and Municipal Pool**

GENERAL INFORMATION

1. PROJECT OBJECTIVE

The City of Lake Worth (“City”) is seeking competitive, sealed replies from responsible offerors to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip and/or implement creative ventures at the newly renovated Lake Worth Beach Complex and Casino. The City is seeking such replies for any or all of the following available options:

Available option #1: Restaurant/lounge/bar and/or other commercial-type ventures to be located within approximately 5,000 sq. ft. of available, vacant commercial space (at the Casino Building on the northern end of the second floor);

Available option #2: Special events/meetings/conference room(s) and/or other commercial-type ventures to be located within approximately 3,500 sq. ft. operational, commercial space with a 450 sq. ft. fully furnished catering kitchen (at the Casino Building on the southern end of the second floor); and/or,

Available option #3: Modernization of the municipal pool operation that would attract adult-aged visitors during the afternoon and evening hours (e.g., restaurant, tiki bar, cabana rentals, beverage service and/or other commercial-type ventures). With this option, the City prefers to maintain public pool access in the morning hours; however, creative alternatives will be considered. The municipal pool and supporting facilities cover approximately 34,000 sq. ft.

The City is seeking replies which offer venture(s) for one, all or any combination of the options outlined above. The City will also consider replies which creatively propose additional options for the Beach Complex and/or Municipal Pool, including but not limited to, management options and options for using/developing the surrounding areas (e.g., adjacent grass and landscaped areas, driveways, and undeveloped areas of the Beach Complex).

A more detailed description of the options is incorporated into this ITN as **Exhibit “A”**.

2. SUBMITTAL OF REPLIES

Responsible offerors are invited to submit replies which offer creative ventures and address the items requested, clearly and concisely. The City intends to commence negotiations with all offerors; however, depending on the number of replies received, the City reserves the right to negotiate with selected offerors after an initial evaluation of the replies.

Time is of the essence with regards to this Invitation to Negotiate (“ITN”) and any reply received after **3:00 p.m., October 7, 2014**, whether by mail or otherwise will be returned unopened. The City will in no way be responsible for delays caused by any occurrence. Replies shall not be submitted and will not be accepted by telephone, telegram, facsimile or e-mail. Each envelope will be stamped by the Procurement Office personnel with the date and time received. The time

of receipt shall be determined by the time clock located in the Procurement Office. Replies shall be placed in a sealed envelope, marked in the lower left-hand corner with the ITN number, title, and date and hour replies are scheduled to be received. Offerors are responsible for insuring that their reply is delivered and stamped by Procurement office personnel by the deadline indicated. At the designated time and place, the City Procurement Official or designee will record the replies for the record.

The City reserves the right in its sole discretion to reject any or all replies and/or to waive all non-material irregularities on any and all replies. All costs and expenses, including reasonable attorney's fees, incurred by any offeror in preparing and responding to this ITN are the sole responsibility of the offeror including without limitation any and all costs and fees related to a protest. The documents included or incorporated in this ITN constitute the complete set of instructions, scope of work, specification requirements and forms. It is the responsibility of the offeror to insure that all pages are included. Therefore, all offerors are advised to closely examine this ITN. All replies must be typed or written in ink, and must be signed in ink by an officer having authority to bind the offeror. Signatures are required where indicated; failure to do so may be cause for rejection of a reply.

3. REGISTRATION

Each offeror seeking to submit a reply is requested to **register** with the Procurement Office in order to receive any addenda to this ITN. Please complete the Registration form attached as **Exhibit "B"** and mail, fax or e-mail to the Procurement Office at the address noted below on or before **5:00 p.m., September 15, 2014**. It is the responsibility of each offeror to ensure that it receives all addenda. The City shall have no responsibility to provide any addenda issued under this ITN to any offeror; however, the City will use its best efforts to provide issued addenda to those offerors registered for this ITN with the City.

Purchasing Agent
Finance Department
7 North Dixie Highway
Lake Worth, FL 33461
Fax: 561-586-1750
svinci@lakeworth.org

4. CHANGES AND INTERPRETATIONS

Changes to this ITN will be made by written addenda. A written addendum is the only official method whereby interpretation, clarification or additional information can be given.

All questions regarding this ITN should be submitted in writing via mail, fax or e-mail and must be received by the above noted Purchasing Agent not later than ten (10) calendar days prior to the due date for replies. All questions will be answered via addenda. If a question is not answered, the offeror should assume all relevant information is contained within this ITN. The City will attempt to not issue any addenda within three (3) business days of the due date of replies; however, the City reserves the right to issue any addenda at any time prior to the due date and time of replies.

5. PROPERTY OF THE CITY

All replies and other materials submitted in response to this ITN become the property of the City. The City has the right to use any or all ideas presented in any reply to this ITN, whether amended or not, and selection or rejection of a reply does not affect this right. No variances to

this provision shall be accepted. Notwithstanding the foregoing, the City will, in good faith, honor the confidentiality of any offeror's information that is clearly designated and conspicuously labeled as proprietary or as a trade secret. All such proprietary and trade secret information shall be maintained as confidential in accordance with Florida law. The City shall not be liable in any manner for disclosing proprietary or trade secret information if such information is not clearly designated and conspicuously labeled. The City shall likewise not be liable if the information is in fact not proprietary or trade secret information.

6. CONE OF SILENCE

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the City's procurement code, the City's procurement cone of silence will be in effect as of the deadline to submit a response to this ITN. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). All offerors are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain City officials, employees and agents and any entity or person seeking to be awarded a contract (including their lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all replies or some other action by the City to end the selection process. The cone of silence does not apply to negotiations between an offeror and the City's negotiation team under this ITN.

7 ETHICS REQUIREMENT

This ITN is subject to the State of Florida Code of Ethics and the Palm Beach County Code of Ethics. Accordingly, there are prohibitions and limitations on the employment of City officials and employees and contractual relationships providing a benefit to the same. Offerors are highly encouraged to review both the Florida Code of Ethics and the Palm Beach County Code of Ethics in order to insure compliance with the same.

Further, any offeror coming before the City Commission for an award of a contract and who has made an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) to any elected official of the City Commission, who is a current sitting member of the Commission, must disclose such election campaign contribution, verbally and in writing, in their responsive reply to this ITN.

8. DISCLOSURE AND DISCLAIMER

The information contained herein is provided solely for the convenience of the offerors. It is the responsibility of each offeror to assure itself that information contained herein is accurate and complete. Neither the City nor its advisors provide any assurances as to the accuracy of any information in this ITN. Any reliance on the contents of this ITN, or on any communications with City representatives or advisors, shall be at each Offeror's own risk. Offerors should rely exclusively on their own investigations, interpretations and analyses in connection with this matter. This ITN is being provided by the City without any warranty or representation, express or implied, as to its content, accuracy or completeness and no offeror or other party shall have recourse to the City if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the City that any reply conforming to these requirements will be selected for consideration, negotiation or approval.

In its sole discretion, the City may withdraw this ITN either before or after receiving replies, may accept one or more replies (in whole or in part) or reject any and all replies, and may accept a reply which deviates from the non-material provisions of this ITN. In its sole discretion, the City may determine the qualifications and responsibility of any offeror submitting a reply in response

to this ITN including without limitation engaging in further investigation of the offeror's financial stability; current workload; disputes; lawsuits; personnel; references; and, background. Following submission of a reply, the offeror agrees to promptly deliver such further details, information and assurances, including without limitation financial and disclosure data, relating to the reply and/or the offeror, including the offeror's affiliates, officers, directors, shareholders, partners and employees, as requested by the City. Any action taken by the City in response to replies made pursuant to this ITN or in making any award or failure or refusal to make any award pursuant to such replies, or in any cancellation of award, or in any withdrawal or cancellation of this ITN, either before or after issuance of an award, shall be without any expense, liability or obligation on the part of the City, or their advisors.

Any recipient of this ITN who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any reply submitted pursuant to this ITN is at the sole risk and responsibility of the party submitting such reply.

9. RESULTING CONTRACT AGREEMENT – APPROPRIATIONS OF FUNDS

Each fiscal year of the resulting contract between the City and the awarded offeror(s) (and any renewals thereof) will be subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the City of Lake Worth. The City need not include a lack of appropriations provision in the resulting contract to avail itself of such legal right.

10. INSURANCE REQUIREMENTS

Prior to execution of the resulting contract derived from this ITN, the awarded offeror(s) shall obtain and maintain in force at all times during the term of the resulting contract insurance coverage as required therein. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the offeror has obtained insurance of the type, amount, and classification as required for strict compliance with the resulting contract provision and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the City. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the awarded offeror(s) shall specifically include the City as an "Additional Insured". Compliance with the foregoing requirements shall not relieve the firm of its liability and obligations under the resulting contract.

11. ITN PROCESS, EVALUATION AND AWARD

The ITN process is comprised of three steps prior to award:

Step 1: Initial Reply.

The initial reply of each offeror will be reviewed by the City's negotiation team comprised of the City Manager, an elected official and City staff members. Depending on the number of replies received, the City's negotiation team shall discuss in a **public meeting** whether they want to conduct negotiations with all offerors or create a short-list of one or more offerors. If the City's negotiation team agrees to conduct negotiations with all offerors, the City's negotiation team shall meet privately in accordance with section 286.0113, Florida Statutes, to discuss negotiation strategies for each offeror's reply. If the City's negotiation team agrees to create a short-list of one or more offerors, the City's negotiation team shall evaluate in a **public meeting** the initial replies based on the following equally rated evaluation criteria in order to reach a consensus on the short-list of offerors:

- a. Offeror's relevant experience, qualifications and past performance;
- b. Relevant experience and qualifications of key personnel and/or subcontractors to be assigned to the proposed venture;
- c. Offeror's approach/overall plan for proposed venture; and,
- d. Value offered to the City in terms of rent; percentage of sales; reduction in facility costs; and/or, other direct/indirect benefits to the City.

If two or more replies offer the same or similar proposed venture, the City's negotiation team shall endeavor to (but is not required to) rank by consensus those replies and negotiate with the highest ranked offeror of the same or similar proposed venture. Once the short-list of one or more offerors is determined, the City's negotiation team shall meet privately in accordance with section 286.0113, Florida Statutes, to discuss negotiation strategies for each short-listed offeror.

Step 2: Negotiations.

In accordance with section 286.0113, Florida Statutes, the City's negotiation team shall meet privately with each offeror (as determined above) to hear a brief presentation by each offeror on their proposed venture and to ask questions regarding the proposed venture. The goal of each negotiation session with an offeror shall be to clarify the proposed venture and establish basic terms and conditions for a resulting contract.

Step 3: Final Replies.

After negotiations with the offeror(s), the City shall request that each offeror submit a final reply consisting of the terms and conditions for a resulting contract with the City for the proposed venture. Failure to submit a final reply will result in the disqualification of an offeror from further consideration.

The City's negotiation team may engage in further private negotiation strategy meetings and private negotiations with the offeror(s) based on their final replies in order to finalize contractual terms and conditions. In a public meeting, the City's negotiation team shall evaluate the final replies and recommend by consensus that the City Commission award a resulting contract to the offeror or offerors whose final reply is in the best interests of the City based on the following equally weighted evaluation criteria:

- a. Offeror's detailed approach;
- b. Offeror's resources;
- c. Offeror's implementation;
- d. Offeror's financial strength and cost effectiveness; and,
- e. Overall public benefit.

The recommended decision of the City's negotiation team will be documented in an intended notice of award and posted on the City's website and the City's negotiation team will be disbanded.

The City Commission shall consider the recommendation of the City's negotiation team and the above stated evaluation criteria for the final replies in determining the offeror(s) for award. If necessary after the City Commission determines the offeror(s) for award, the offeror(s) for award may engage in award negotiations with the City Manager and/or City Attorney in order to negotiate any outstanding final terms and conditions of a contract to be executed with the City or the offeror(s) for award may enter into an interim agreement with the City in order to develop a comprehensive agreement for the proposed venture.

In all public meetings of the City's negotiation team, caution shall be used in discussions of each offeror's proposed venture since the offerors' replies will not be available for public disclosure until such time as the City provides notice of an intended decision or until 30 days after opening the final replies, whichever is earlier.

Each reply (whether the initial reply or final reply) will be evaluated individually and in the context of all other replies. If only one reply is received, the City's negotiation team may negotiate directly with the offeror submitting the reply and if not satisfied with the results, terminate negotiations with said offeror.

All initial replies must be fully responsive to the requirements described in this ITN and to any subsequent requests for clarification or additional information made by the City through written addenda to this ITN. Replies failing to comply with the submission requirements, or those unresponsive to any part of this ITN, may be disqualified. There is no obligation on the part of the City to award to the offeror providing the greatest benefit to the City (in terms of rent; percentage of sales; reduction in facility costs; and/or, other direct/indirect benefits to the City), and the City reserves the right to award a resulting contract to the offeror(s) submitting the best overall responsive reply which is most advantageous and in the best interest of the City (consistent with the applicable evaluation criteria). The City shall be the sole judge of the replies against the applicable evaluation criteria and the resulting contract(s) that is in its best interests.

While the City allows offerors to specify any desired variances to the ITN terms, conditions, and specifications, the number and extent of variances specified will be considered in determining the offeror who is most advantageous to the City.

If at any time during the evaluation and award process, the City and an offeror are unable to agree to contractual terms and conditions, the City reserves the right to end negotiations with said offeror and start, continue or re-new negotiations with another offeror(s) until a contract acceptable to the City has been executed or all replies are rejected. All offerors' replies shall remain as valid offers for 90-days after opening.

12. REPLY FORMAT

Each offeror shall submit **one (1) original, five (5) copies and one (1) electronic copy** in a clear, concise format, on 8 1/2" x 11" paper. Each tabbed set shall contain all the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the reply. If publications are supplied by an offeror to respond to a requirement, the response should include reference to the document number and page number. Replies not providing this reference will be considered to have no reference materials included in the additional documents.

Replies must be properly signed in ink by the owner/principal having the authority to bind the offeror to a contract. **Signatures are required where indicated; failure to do so may be cause for rejection of a reply.**

Only one reply may be submitted by each Offeror.

Replies which do not contain or address key points or sufficiently document the requested information may be deemed non-responsive.

All replies shall be submitted in the format identified below. Failure to submit the required documentation in the format identified may cause the reply to be rejected.

A. Letter of Transmittal (not to exceed two pages)

This letter will summarize in a brief and concise manner the following:

- General summary of offeror's proposed venture; experience with such ventures; general approach to proposed venture; and, why the offeror's reply should be selected in terms of benefits to the City and the public.
- The letter must name all persons or entities interested in the reply as principals and identify a single point of contact for the offeror including title, address and telephone number of such person.
- An authorized agent of the offeror must sign the Letter of Transmittal and must indicate the agent's title or authority.
- If more than one entity is named on the Letter of Transmittal, please identify the legal relationship between the entities.

B. Addenda (unlimited pages)

This section shall include a statement acknowledging receipt of each addendum issued by the City. Each offeror is responsible for visiting the City's website to view and obtain addendum.

C. Relevant experience, qualifications and past performance (not to exceed 20 pages including the form).

On the form provided, offerors shall provide information regarding a minimum of three (3) similar ventures of the offeror which are similar in scope and task as the venture proposed to the City. The offeror should provide a reference person to contact regarding the similar venture (ideally unrelated to the offeror). Offerors should attach to the form provide a description of how each similar venture qualifies the offeror to provide, implement and/or accomplish the proposed venture for the City. Offerors shall also describe the success of the similar ventures and describe how the proposed venture is likely to succeed for the City. Offerors shall include a basic *pro forma* on the offeror's financial stability to perform the proposed venture and a basic *pro forma* on the similar venture. Offerors are encouraged to include press releases, news articles, and testimonials related to similar ventures and regarding the offeror in general.

D. Relevant experience and qualifications of key personnel (not to exceed 10 pages).

Offerors shall identify the key personnel to be assigned to the proposed venture and their role in the proposed venture. Offerors shall provide the resumes of said key personnel (e.g., officers, managers, operators, contractors and primary subcontractors) which shall provide a brief description of the individual's relevant experience to the proposed venture and similar ventures and the individual's qualifications for involvement in the proposed venture. If subcontractors are identified, offerors shall identify prior experience of the subcontractor with the offeror on similar ventures.

E. Approach for proposed venture (not to exceed 10 pages).

Offerors shall describe in detail the proposed venture including without limitation location; necessary facilities; necessary personnel; necessary renovations; necessary expansion; necessary financial investment; use of any City resources and/or necessary partnering; and, the proposed method to secure the necessary property interests. Offerors shall also outline key steps or phases to implementing the proposed venture for the City and estimated time for implementation and/or becoming fully operational. If an initial investment is to be made by the offeror, a description of the related financing for the proposed venture should be provided along with source of private funding, dedicated revenue source or proposed debt (e.g., user fees and other service fees). Offerors shall also describe the anticipated impact of the proposed venture on existing tenants, existing parking, and other existing facilities, and propose solutions for said impacts (as applicable).

If an offeror is proposing a venture which will require exterior physical improvements, expansion of existing improvements and/or other exterior renovations which will change the physical layout of the beach complex or Casino Building, the offeror should submit a conceptual design of all changes to be made.

F. Value to the City (not to exceed 5 pages).

Offerors shall describe in detail the value the proposed venture will bring to the City in terms of rent; percentage of sales; reduction in facility costs; and/or other direct/indirect benefits to the City.

G. Litigation and/or Terminations (unlimited).

Offerors should provide a summary of any litigation filed against the offeror in the past five (5) years which is related to the services sought in this ITN and that offeror provides in the regular course of business. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. *If none, state as such.*

Offerors shall also state if the offeror has had a contracts for the services sought in this ITN which were terminated for default, non-performance or delay, in the past five (5) years. Offerors shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. *If none, state as such.*

13. REPRESENTATIONS BY SUBMITTAL OF REPLY

By submitting a reply, the offeror warrants, represents and declares that:

A. Person(s) designated as principal(s) of the Offeror are named and that no other person(s) other than those therein mentioned has (have) any direct interest in the reply or in the anticipated contract.

B. The reply is made without connection, coordination or cooperation with any other persons, company, firm or party submitting another reply, and that the reply submitted is, in all respects, fair and in good faith without collusion or fraud.

C. The offeror understands and agrees to all elements of the reply unless otherwise indicated or negotiated, and that the reply may become part of any contract entered into between the City and the offeror.

D. By signing and submitting a reply, offeror certifies that offeror and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects.

E. Pursuant to 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted firm list maintained by the State of Florida may not submit a reply to the City of Lake Worth for 36 months following the date of being placed on the convicted firm list. Offeror certifies that submittal of its reply does not violate this statute.

14. PROTESTS

Any actual offeror who is aggrieved in connection with this ITN may protest such procurement. The protest must be filed with the City in accordance with the City's procurement code. A complete copy of the City's procurement code is available on-line at municode.com under the City's code of ordinances (sections 2-111 – 2-117). The protest procedures are set forth at section 2-115. There are strict deadlines for filing a protest. Failure to abide by the deadlines will result in a waiver of the protest.

15. EXHIBITS

This ITN consists of the following exhibits (which are incorporated herein by reference):

- | | |
|----------------|--|
| A. Exhibit "A" | Detailed Description of Options |
| B. Exhibit "B" | Registration Form (should be submitted) |
| C. Exhibit "C" | Offeror Information Form (must be submitted) |
| D. Exhibit "D" | Drug Free Workplace Form (must be submitted) |
| E. Exhibit "E" | Relevant Experience (must be submitted) |

16. COMPLIANCE

All replies received in accordance with this ITN shall be subject to applicable Florida Statutes governing public records including without limitation Chapter 119, Florida Statutes. If any offeror believes its reply contains exempt or confidential information, the offeror must identify the same at the time of submission of its reply by clearly marking the same in its reply. Failure to do so may result in the waiver of such exemption or confidentiality.

END OF GENERAL INFORMATION

EXHIBIT "A"

Detailed Description of Options

On the shores of the Atlantic Ocean, the newly reconstructed Lake Worth Casino Building and renovated Beach Complex officially opened to the public on March 1, 2013. It has quickly become the new travel destination in South Florida. The new casino building remains true to the original 1920's architecture; and, while there is ***no gambling*** at the new building, the name "Casino" remains as a reminder of the history and importance of the building to the citizens of Lake Worth.

The Casino Building is currently occupied by four tenants (Mulligan's Beach House Bar and Grill; Kilwin's Chocolates and Ice Cream; Mamma Mia's Pizzeria; and, the Lake Worth Beach Tee Shirt Company) on the first floor. A unique distinction on the second floor of the Casino Building is a 3,000 square foot ballroom that offers breathtaking views of the Atlantic Ocean with wrap-around terraces and provides a perfect location for weddings, special occasions and other events. The City currently operates the ballroom. Next to the ballroom is a vacant commercial space with approximately 5,000 sq. ft. of available space with a wrap-around terrace.

The Beach Complex features a new oceanfront park, restrooms, playground and picnic facilities which complement the William O. Lockhart Municipal Pier. Benny's on the Beach currently occupies the Pier – providing food and beverage during the morning and lunch hours. Beach chairs, lounges and cabanas are available to rent at the beach.

The City is seeking competitive, sealed replies from responsible offerors to commence negotiations regarding offers to manage, maintain, operate, redesign, renovate, expand, equip and/or implement creative ventures at the newly renovated Lake Worth Beach Complex and Casino. The City is seeking such replies for any or all of the following available options:

Available option #1: Restaurant/lounge/bar and/or other commercial-type ventures to be located within approximately 5,000 sq. ft. of available, vacant commercial space (at the Casino Building on the northern end of the second floor);

Available option #2: Special events/meetings/conference room(s) and/or other commercial-type ventures to be located within approximately 3,500 sq. ft. operational, commercial space with a 450 sq. ft. fully furnished catering kitchen (at the Casino Building on the southern end of the second floor); and/or,

Available option #3: Modernization of the municipal pool operation that would attract adult-aged visitors during the afternoon and evening hours (e.g., restaurant, tiki bar, cabana rentals, beverage service and/or other commercial-type ventures). With this option, the City prefers to maintain public pool access in the morning hours; however, creative alternatives will be considered. The municipal pool and supporting facilities cover approximately 34,000 sq. ft.

The City is seeking replies which offer venture(s) for one, all or any combination of the options outlined above. The City will also consider replies which creatively propose additional options for the Beach Complex and/or Municipal Pool, including but not limited to, management options and options for using/developing the surrounding areas (e.g., adjacent grass and landscaped areas, driveways, and undeveloped areas of the Beach Complex).

Currently, there are 663 parking spaces for the beach complex which significantly exceeds the number of required spaces under the City's Land Development code. However, on holidays, weekends and special events, parking at the beach is extremely limited and may be unavailable. Replies should consider the impact their proposed venture will have on existing parking availability and propose solutions depending on the impact.

This Invitation to Negotiation ("ITN") is being issued consistent with the requirements of section 287.05712, Florida Statutes, regarding public-private partnerships. While replies received in response to this ITN may not necessarily be a "qualifying project" as defined under said statute, it is anticipated that one or more replies may offer the building, upgrading, operating, or financing of facilities. Prior to awarding or executing a contract for a "qualifying project", the City Commission will make the determinations required by section 287.05712, Florida Statutes.

All offerors are advised that under the existing City Charter, the City may not sell, hypothecate, convey or lease (except a lease of less than 20 years) the City beach complex, Casino Building or municipal pool without an approved voter referendum. All offerors are encouraged to review this Charter provision and all Charter and Code provisions regarding the City's beach complex.

For components of any proposed venture which will involve construction, the City will require a payment and performance bond consistent with section 255.05, Florida Statutes.

The City's recent redevelopment of the beach complex was due in part to a grant from Palm Beach County. To ensure grant requirements are not negatively impacted by any proposed venture, the City reserves the right to coordinate with Palm Beach County prior to the award of any resulting contract on the proposed venture and consistent with section 287.05712, Florida Statutes.

END OF SCOPE OF OPTIONS

EXHIBIT "B"

ITN # 14-211

REGISTRATION FORM

Offerors should complete and return this form to the Procurement Office prior **5:00 P.M. EST, September 15, 2014 in order to receive any addenda(s) issued for this ITN.**

It is the responsibility of the Offeror to ensure its receipt of all addenda.

Name of Company: _____

Contact Person: _____ Title: _____

Street: _____

City: _____ State: _____ Zip: _____

Telephone (_____) _____ Fax(_____) _____

E-Mail Address: _____

Preferred Method of Receipt: Fax E-Mail

EXHIBIT "C"

**OFFEROR INFORMATION PAGE
ITN #14-211**

Company Name: _____

Authorized
Signature:

Signature

Print Name

Title:

Physical
Address:

Street

City

State

Zip Code

Telephone:

_____ Fax: _____

Email Address:

Web Site (if applicable):

Federal Identification Number:

This is a requirement of every Offeror.

EXHIBIT "D"

ITN #14-211

CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more replies are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under reply a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under reply, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____, I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

EXHIBIT "E"

ITN 14-211

RELEVANT EXPERIENCE

Please describe below at least three (3) prior or on-going ventures of the offeror which are similar to the proposed venture for the City of Lake Worth. Please provide as much additional information as possible (as attachments to this form) in order for the City to understand the venture and the offeror's relevant experience. The City may further investigate all information provided.

#1 SIMILAR VENTURE

Name of Venture or Project: _____

General Description of Venture or Project: _____

Description of status: _____

Reference Contact Person Name: _____ Title: _____

Address: _____

Phone No.: (____) _____ Fax: (____) _____

#2 SIMILAR VENTURE

Name of Venture or Project: _____

General Description of Venture or Project: _____

Description of status: _____

Reference Contact Person Name: _____ Title: _____

Address: _____

Phone No.: (____)_____

Fax: (____)_____

#3 SIMILAR VENTURE

Name of Venture or Project: _____

General Description of Venture or Project:_____

Description of status: _____

Reference Contact Person Name: _____ Title: _____

Address: _____

Phone No.: (____)_____

Fax: (____)_____

#4 SIMILAR VENTURE

Name of Venture or Project: _____

General Description of Venture or Project:_____

Description of status: _____

Reference Contact Person Name: _____ Title: _____

Address: _____

Phone No.: (____)_____

Fax: (____)_____

END OF ITN