



REQUEST FOR PROPOSAL

Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

TITLE:

Concession Stand Management and Operations – Palmetto Bay Park

RFP NO.:

2021-12-009

DUE DATE:

Monday, May 24th, 2021 at 3:00pm (Municipal Building)

ISSUED:

Thursday, April 29th, 2021

CONTACT PERSON:

Ms. Fanny Carmona
Director
Dept. of Parks and Recreation
FCarmona@palmettobay-fl.gov

Mrs. Litsy C. Pittser
Procurement Specialist
Office of the Village Manager
Procurement Division
LPittser@palmettobay-fl.gov

TABLE OF CONTENTS

SECTION 1.0 ADVERTISEMENT	3
SECTION 2.0 INTRODUCTION	4 -6
SECTION 3.0 TERMS AND CONDITIONS	7 – 14
SECTION 4.0 SCOPE OF SERVICES	15 - 20
SECTION 5.0 EVALUATION AND CONTENT OF PROPOSALS	21 – 24
SECTION 6.0 REQUIRED PROPOSAL SUBMITTAL FORMS	25 – 47
SECTION 7.0 OTHER FORMS	48 – 49
SECTION 8.0 CONTRACT	50 - 61
1. PROPOSAL SHEET	62
2. BACKGROUND SCREENING INFORMATION SHEET	63 - 65
3. VILLAGE OWNED EQUIPMENT LIST	.PDF

SECTION 1.0: Advertisement



**Village of Palmetto Bay
REQUEST FOR PROPOSAL (RFP)**

Concession Stand Management and Operations – Palmetto Bay Park

No. 2021-12-009

The Village of Palmetto Bay is currently soliciting proposals from qualified companies to provide management and operations services for the Village of Palmetto Bay's Concession Stand at Palmetto Bay Park. These services are to be provided with certain performance measures defined by this RFP.

Sealed proposals will be received by the Village Clerk at, 9705 E. Hibiscus Street, Municipal Building, Palmetto Bay, Florida 33157, **no later than 3:00 p.m. on or before Monday, May 24th, 2021** at which they will be publicly opened and announced.

A mandatory site visit will be held on **Tuesday, May 11th, 2021** 10:00am at Palmetto Bay Park, 7895 SW 152nd Street, Palmetto Bay Florida 33157.

To be considered, all interested parties must request a copy of the bid document(s) which can be downloaded off our website <http://www.palmettobay-fl.gov> under Bids and RFPs on **Thursday, April 29, 2021**. Please submit an original, two (2) copies and a CD or flash drive containing a copy of the entire original submission in one (1) sealed package titled **"Concession Stand Management and Operations – Palmetto Bay Park RFP# 1718-12-002"**. The respondent shall bear all costs associated with the preparation and submission of the response to the solicitation. If you have any questions, please contact the Procurement Specialist, Litsy C. Pittser at LPittser@palmettobay-fl.gov or 305-259-1234.

The Village reserves the right to reject any and all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village. Interested, qualified Companies can obtain information by contacting the Village of Palmetto Bay, Procurement Specialist at LPittser@palmettobay-fl.gov.

SECTION 2.0:

Introduction

1. GENERAL. This Request for Proposal (RFP) is issued by the Village of Palmetto Bay, Florida (the “Village”), notifying interested parties that the Village is seeking Vendors (“Company”) to operate and manage Palmetto Bay Park concession stand located at 17535 SW 95th Avenue, Palmetto Bay, Florida 33157. The Village of Palmetto Bay (the “Village”) will accept Proposals from qualified companies or individuals to deliver the Services, operations, and management in accordance with the specifications set forth in this RFP (“Proposals”).

It is the intent to sign a contract with an individual/company that complies with the licensing, permitting requirements to fully operate a successful business. The contract term shall be for three (3) years with an option at the Village’s discretion to renew annually not to exceed five (5) consecutive years.

All correspondence to this request for proposal shall be emailed to Litsy C. Pittser, procurement specialist at LPittser@palmettobay-fl.gov. An addendum will be prepared and forwarded to the companies that are interested in submitting their proposals.

2. BACKGROUND.

Palmetto Bay Park, formerly Miami-Dade County’s Perrine Park, was completely renovated to include six (6) ballfields {(4)lighted} servicing over 20 Teams of girls Travel softball programming and Home to two High School Teams (Westminster and Palmetto High School); two (2) basketball courts; skate park; illuminated walking trail; two (3) picnic pavilions; ten (10) exercise stations designed for the adult fitness enthusiast, stations include cardio and strength building machines which would otherwise be found in indoor gyms and/or fitness centers; and one of the first Boundless Playgrounds within Miami-Dade County. Palmetto Bay Park is also known for hosting one of the largest softball tournaments in all of Miami Dade County. “Slam Fest” Tournament, usually in March brings over 40 teams from Florida for a weekend tournament.

2.1

Estimated Schedule

Proposal Phase	Date	Location	Time (If Applicable)
RFP is advertised and issued by Village	Thursday, April 29th, 2021	Posted on Daily Review and Villages' Website	
Mandatory Pre-Bid Meeting	Tuesday, May 11th, 2021	Palmetto Bay Park 17535 SW 95 th Avenue Palmetto Bay, Florida 33157	10:00 AM EST
Last day to Submit Questions	Tuesday, May 18th, 2021	Via Email to Lpittser@palmettobay-fl.gov	3:00 pm EST
Proposal Submission Date	Monday, May 24th, 2021	Village of Palmetto Bay Municipal Center 9705 E. Hibiscus Street Palmetto Bay, Florida 33157	3:00pm EST

2.2

Contract Award

A. Proposal Retention and Award

The Village reserves the right to retain all proposals for a period of 90-days for examination and comparison. The Village also reserves the right to waive non substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of the proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

B. Competency and Responsibility of Company

The Village reserves full discretion to determine the competence and responsibility, firmly and/or financially, of Company. Company will provide, in a timely manner, all information that the Village deems necessary to make such a decision.

C. Contract Requirement.

The Company to whom award is made (Company) shall execute a written contract with the Village after notice of the award has been sent by mail to it at the address given on the proposal. The contract shall be made in the form adopted by the Village and incorporated in these specifications.

D. Insurance Requirements.

The Company shall provide proof of insurance in the form, coverages and amounts specified in 3.13 of these specifications within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

E. Business License & Tax.

The Company must have a valid Village of Palmetto Bay business license and tax certificate before execution of the contract.

F. Failure to Accept Contract.

The following will occur if the Company to whom the award is made (Company) fails to enter into the contract: the award will be annulled; any proposal security will be forfeited in accordance with the special terms and conditions if a Company's bond or security is required; and an award may be made to the next highest ranked Company with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

G. Completion of Contract.

The contract term commences once the contract has been fully executed by all parties and an official "Notice to Proceed" from the Village is handed to the Company.

END OF SECTION

SECTION 3.0: Terms and Conditions for Receipt of Proposals

3.00 Requirement to Meet All Provisions

Each Vendor submitting a proposal (Company) shall meet the terms and conditions of the REQUEST FOR PROPOSAL (RFP) specifications package to the satisfaction of the Village. By virtue of its proposal submittal, the Company acknowledges agreement with and acceptance of all provisions of the RFP specifications.

3.01 Errors and Omissions in RFP

Company is responsible for reviewing all portions of this RFP, including all terms of the RFP and requirements of the Village's Procurement Code. Company is to promptly notify the Village's Procurement Specialist, in writing, if the Company discovers any ambiguity, discrepancy, omission, or error in the RFP or forms. Any such notification should be directed to the Procurement Specialist (LPittser@palmettobay-fl.gov) in writing promptly after discovery, but in no event later than (6 calendar days) days prior to the date for receipt of proposals. Modifications and clarifications will be made by addenda as provided below.

3.02 Inquiries Regarding RFP

Inquiries regarding the RFP, including requests for clarification of the RFP, must be in writing and shall only be directed to:

Mrs. Litsy C. Pittser
Procurement Specialist
Procurement Division
9705 E Hibiscus Street
Palmetto Bay, FL 33157
Email: LPittser@palmettobay-fl.gov

Oral information is not binding on the Village and will be without legal effect. Only questions answered by written addenda will be binding, as set forth in 3.03 below, and may supersede terms noted in this solicitation.

Last date for question submittal is Tuesday, May 18th, 2021 at 3:00pm.

3.03 Addenda to RFP

The Department may modify or clarify the RFP, prior to the submittal due date, by issuing written addenda. Addenda will be sent via email to the last known address of each person listed with the Department as having received a copy of the RFP for proposal purposes. The Department will make reasonable efforts to notify Companies in a timely manner of modifications to the RFP. Notwithstanding this

provision, the Company shall be responsible for ensuring that its submittal reflects any and all addenda issued by the Department prior to the submittal due date regardless of when the submittal is submitted. *Each respondent shall acknowledge receipt of any addenda by indicating same in their proposal submission.* Each respondent acknowledging receipt of any addenda is responsible for the contents of the addenda and any changes to the proposal herein. Failure to acknowledge any addenda may cause the proposal to be rejected.

3.04 Proposal Withdrawal and Opening

A Company may withdraw its proposal, without prejudice prior to the time specified for the proposal opening, by submitting a written request to the Village Clerk for its withdrawal, in which event the proposal will be returned to the Company unopened. No proposal can be withdrawn within the ninety (90) day period which occurs after the time is set for closing. Companies who withdraw their proposals prior to the designated date and time may still submit another proposal if done in accordance with the proper time frame. If the Company chooses to withdraw their proposal after the Company has been granted the award, there will be fees that will be incurred to the Company as a violation of late withdrawal. Fees will include out of pocket costs that the Village incurred through the process of approval. All proposals will be opened and declared publicly. Company or their representatives are invited to be present at the opening of the proposals.

3.05 Revision of Proposal

At any time during the submittal evaluation process, the Department may require a Company to provide written clarification of its submittal.

3.06 Reservations of Rights by the Village

The issuance of this RFP does not constitute an agreement by the Village that any award will be issued by the Village. The Village expressly reserves the right at any time to:

- Waive or correct any defect or informality in any response, proposal, or proposal procedure;
- Reject any or all submittals;
- Reissue a REQUEST FOR PROPOSAL; and
- Prior to submission deadline for submittals, modify all or any portion of the selection procedures to include examiners, committees, including deadlines for accepting responses, services to be provided under this RFP, or the requirements for contents or format of the submittals.
- Proposals received after the deadline will not be considered.
- Any late withdrawal from a Company that was granted award but declined, the Village has the right to enter negotiations with the second highest scored Company.

3.07 No Waiver

No waiver by the Village of any provision of this RFP shall be implied from any failure by the Village to recognize or act on account of any failure by a Company to observe any provision of this RFP.

3.08 Cone of Silence

Pursuant to Section 2-138 of the Village Code, all procurement solicitations once advertised and until written award recommendation has been forwarded by the village manager to the village council, are under the “Cone of Silence.”

The Cone of Silence ordinance is available at:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_ordinances?nodeld=COOR_CH2AD_ARTVOFEM_DIV2COINCOET_S2-138COSI.

Any communication regarding this solicitation shall be made in accordance with the Cone of Silence, the entirety of which is incorporated as if fully set forth herein. Communication between a potential company, service provider, Vendor, lobbyist, or Vendor and the Procurement Specialist named herein Vendor solicitation is exempt from the Vendor. Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

3.09 Submittal and/or Presentation Costs

The Village of Palmetto Bay assumes no responsibility or liability for costs incurred by the Company prior to the execution of a contract, including but not limited to costs incurred by the Company as a result of preparing a response to this RFP.

Companies are expected to examine the specifications, delivery schedules, proposal prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Company’s risk.

3.10 Certification

The signer of the Response (to this RFP) must declare by signing all the required forms Company included under Section 6.0:

1. Drug-Free Workplace Certification
2. Sub-Contractor List
3. References
4. Acknowledgment, Warranty, Certification and Acceptance

5. Non-Collusive Affidavit
6. Sworn Statement on Public Entity Crimes
7. Disability Nondiscrimination Statement
8. Business Entity Affidavit
9. Ownership Disclosure Affidavit
10. Conformance with OSHA Standards
11. Anti-Kickback Affidavit
12. Statement of Vendor Past Contract Disqualifications
13. Affidavit – E-Verify

3.11 Public Records

Florida law provides that municipal records should be open for inspection by any person under Section 119, F.S. Public Records law. All information and materials received by the Village in connection with responses shall become property of the Village and shall be deemed to be public records subject to public inspection. Personal financial statements are exempt from public records and will be confidential.

3.12 Retention of Responses

The Village reserves the right to retain all Responses submitted and to use any ideas contained in any Response, regardless of whether that Company is awarded.

3.13 Insurance

Upon Village's notification of award, the Vendor shall furnish to the Procurement Division, Certificates of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage – designating the Village as Additional Insured
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Company hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of this liability and obligation under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed in the Agreement, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed in the Contract within fifteen (15) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

The Company shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Village. If insurance certificates are scheduled to expire during the contractual period, the Company shall be responsible for submitting new or renewed insurance certificates to the Village at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Village shall suspend the Contract until such time as the new or renewed certificates are received by the Village in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Village may, at its sole discretion, terminate this contract.

3.14 Accounting

The Company shall submit monthly rental fee on the 1st of each month to the Village of Palmetto Bay, Parks and Recreation Department, 9705 E. Hibiscus Street, Palmetto Bay, FL 33157.

3.15 Statement of Contract Disqualifications

Each Company shall submit a statement regarding any past government disqualifications on the form provided in the RFP package.

3.16 Submittal of One Proposal Only

No individual or business entity of any kind shall be allowed to make or file, or to be interested in more than one proposal, except an alternative proposal when specifically requested; however, an individual or business entity that has submitted a sub-proposal to a Company submitting a proposal, or who has quoted prices on materials to such Company, is not thereby disqualified from submitting a sub-proposal or from quoting prices to other Companies submitting proposals.

3.17 Company Responsibilities

The Company shall not look at the Village of Palmetto Bay and Palmetto Bay Park or any Village owned properties to pay for damages to the Company's personal property, the Company's' employees, or the body injury or property of events attendees, including vehicles on the designated parking lot.

3.18 Non-Appropriation of Funds

The Village of Palmetto Bay reserves the right to terminate in whole or in part of the Contract in the event that sufficient funds to complete the Contract are not appropriated by the Village of Palmetto Bay's Village Council.

3.19 Property of the Village

All discoveries and documents produced as a result of any service or project undertaken on behalf of the Village of Palmetto Bay shall become the property of the Village.

3.20 Litigation

All Companies shall describe any prior or pending litigation or investigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Company, any of its employees, or Sub-Contractors has been involved in within the last three (3) years.

3.21 Sub-Contractor

If any Company submitting a proposal intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting Company(ies) must be clearly disclosed in the proposal. Following the award of the Contract, no additional subcontracting will be allowed without the prior written consent of the Village of Palmetto Bay. The subcontracting Company shall need to abide by all the requirements as the Prime Company.

3.22 Indemnification

The Company shall indemnify and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims,

demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from this solicitation and the performance of the Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may be incurred thereon. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village or its officers, employees, agents, and instrumentalities as herein provided. This indemnification shall survive the expiration or termination of any agreement contemplated by this solicitation.

3.23 Quality

All foods, cleaning supplies and maintenance shall be kept to the Department of Health's standards for successful inspection and rating.

3.24 Protests, Appeals and Disputes

The procedures and requirements for proposal protests, appeals and disputes are set forth in the Village Code, Sec. 2-175 (o) – (p), the provisions of which are hereby incorporated as if fully set forth herein, which may be found on

www.municode.com:

https://www.municode.com/library/#!/fl/palmetto_bay/codes/code_of_or_dinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

3.25 Force Majeure

The performance of any act by the Village or Company hereunder may be delayed or suspended at any time while, but only so long as, either party is hindered in or prevented from performance by acts of God, the elements, war, rebellion, strikes, lockouts or any cause beyond the reasonable control of such Party, provided however, the Village shall have the right to provide substitute service from third parties or Village personnel and in such event the Village shall withhold payment due to Company for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Contract.

3.26 E-Verify System

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the vendor/contractor/company registers and uses the Federal E-Verify System. Thus,

the Authority may not enter into or renew any Contract with a vendor/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the vendor/contractor/company has registered and is using the E-Verify system. The vendor/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

END OF SECTION

SECTION 4.0: Scope of Services

4.00 General

This is an exclusive contract for all Village sponsored sports and event functions WITH THE EXCEPTION OF “Slam Fest Tournament” which occurs annually around March through April. The scope for the Company will contemplate a complete management and operations of the concession stand at Palmetto Bay Park to include:

4.01 Company’s Responsibilities

The Company shall:

- a) Maintain all required permits and licenses, including business license.
- b) Maintain insurance coverage as required by the Village.
- c) Shall not make any improvements, additions, or repairs without prior written approval from the Village Manager, or his/her designee. Any repairs, modifications, etc. deemed necessary by the Village will be made by the Village.
- d) Shall accept the Village owned appliances, please refer to the attached equipment list and shall make any repairs caused by Company’s negligence at the Company’s expense. Village owned equipment will remain the Village’s equipment.
- e) Additional equipment or replacement equipment desired by the Company shall be approved by the Village and will be purchased and installed at the Company’s expense. If any public agency having jurisdiction over such matter requires safety or other improvements to any of the equipment used by the Company in their operations, the Company shall be required to provide these improvements at their expense. Any Village owned equipment removed by the Company shall be returned to the Village upon termination of Contract. The Company shall remove any owned equipment installed and reinstall Village owned equipment that was removed.
- f) Shall provide signage for menu and prices for concession stand. Signage must be approved by the Village prior to display.
- g) Shall ensure concession is always staffed with sufficient qualified personnel to handle the patron demand efficiently.
- h) Shall be available to manage and operate the concession stand for any program, activity and/or event as requested by the Village.
- i) Pay to the Village a monthly **rental fee** due on the 1st of each month.
- j) The Company is responsible for picking up all trash produced within at least ten (10) foot radius from the point of sale of the concession stand because of their operations.

- k) The Company must fully maintain the concession stand, janitorial services; trash and garbage removal; daily policing of the grounds near the concession to remove litter; and grease trap and lift station cleaning. Such maintenance shall be at the sole expense of the Company and will be subject to general inspection by the Village to ensure that the continuing quality of maintenance and appearance and physical condition of the concession is in par with maintenance, health, and safety standard. In the event that said premises shall not be kept by the Company, as herein required, the Village may enter the premise (without action causing or constituting a termination of the Contract or an interference with the possession of the premise by the Company) and may cure the default of the Company. Should the Village consider such an action necessary, the Company agrees to reimburse the Village for all reasonable costs and expenses incurred by the Village in curing such default.
- l) Taxes – The Company shall pay all taxes or special assessments, which may be levied or assessed upon the concession granted hereunder. The Company shall pay all taxes on its own personal property and premise described herein.
- m) Signs – The Company shall provide their method of signage to the Parks and Recreation Director, or designee, and be approved by the Village Manager before any signage is granted. Permission will be needed as to abide by all Village, County and State laws, ordinances, rules, and regulations.
- n) Permits and License – the Company shall obtain, at their own expense, all permits and licenses (such as Village Occupational License, County Occupational License and Department of Business Regulation Hotel and Restaurant License) which may be required by any governmental agency. The Company shall adhere to all the applicable laws and ordinances of the Village, Miami-Dade County, State of Florida, and Federal Government. The Village must be provided copies of all such documents prior to contract award.
- o) Electrical Equipment – The Company shall provide the Village with a list of all electrical equipment to be utilized as part of its operation under the terms of this Contract for the concession stand.
- p) Rules and Regulations – the Company shall observe and obey all rules and regulations applicable to users of the facilities (which may, from time to time during the term of the Contract, be promulgated by the Village Manager, or designee, or other lawful authority, for the care, operation, maintenance, and protection of the facility).
- q) Advertising – all advertising of the concession by the Company is to be approved by the Village Manager or designee prior to production and distribution.

4.01.1 Menu

1. Company is only authorized for the term of this Contract, to sell foods, beverage and miscellaneous “snack bar” type items. All foods, drinks, beverages, confectionery, refreshments and the like sold or kept for sale, shall be of first quality, wholesome and pure and shall conform in all respects to the federal, state, municipal and other laws, ordinances, and regulations and shall be kept subject to the approval or rejection of the Village Manager or designee.
2. Company must also sell healthy choices for the health-conscious patron. Examples of healthy choices are: Apples; Health bars; Turkey hotdogs; etc. Company shall always provide and maintain an inventory of name brand food and drink items to meet the patron demand. If Company fails to meet demand due to low inventory levels, the Village will set inventory levels. The Company shall maintain the highest available rating from the applicable Health Department Inspections.
3. Pricing of each menu item will remain firm and fixed for the duration of the Contract.
4. Menu items and prices must be approved by the Village prior to sale. Agreed upon menu and prices must always remain posted in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names must remain constant (as submitted) unless a request is made in writing with reasons for the request for a product change. The Park and Recreation Director will review the written request and respond back within ten (10) days.
5. Only non-glass cups or bottles shall be used for dispensing of soft drinks. No Styrofoam materials shall be used.
6. The Company must provide ice for ice packs as needed for program participant injuries or patrons with injury.
7. No Alcoholic Beverages will be allowed for sale.
8. No Tobacco Products will be allowed for sale.
9. No Shelled Peanuts will be allowed for sale.
10. No Gum will be allowed for sale.

4.02 The Villages’ Responsibilities

The Village Shall:

- (a) The Village will pay all utilities, such as electrical, gas and phone (including hookups if required for new service as related fixtures and connections, however, the Village reserves the right to inspect the concession stand to ensure conservation of the resources is being practiced by the Company. Blatant disregard of conserving measures shall be noted, and the Company

- will be notified immediately in writing. Failure to correct the situation upon thirty (30) days written notice shall be reason to cancel this Contract.
- (b) The Village will provide a concessionary area, please refer to the Village's Equipment List. The Company shall make any repairs caused by Company's negligence at the Company expense. Village owned equipment will remain the Villages' equipment. Maintenance will include, repairs of leaks, malfunctioning of equipment, etc. The Village will determine if any repairs needed is caused by the Company's misuse of equipment or facility.
 - (c) The Village Parks & Recreation Director or designee will perform periodic review of the Company's staffing levels to determine if the patron demand is being met efficiently and whether or not the Company is able to increase staff. If additional staff is needed, it will be at the sole expense of the Company.
 - (d) All vending machines in place at time the Contract is executed shall remain in operation.
 - (e) The Village shall have the right to inspect, as deemed necessary, any and/or all the Concessionaire's operations, including plants, warehouses and (when accompanied by the Concessionaire's representative) other sources, who prepare or supply food, milk, beverage or other items to ensure full compliance with health and sanitation standards. Based upon such inspections, the Village may reject any food, milk, beverage, or other items not conforming to health sanitation standards.
 - (f) The Village will grant the Company six (6) months of waived rent payment for the Company to establish its operations and marketing.
 - (g) Fire or Other Casualty – In the event that the concession stand is damaged or destroyed by fire or other casualty, said space shall be promptly repaired, rebuilt, or abandoned by the Village at its discretion. However, the Village shall not be obligated to repair or rebuild any improvements made by the Company pursuant to this Agreement – or repair or rebuild any fixture, equipment and other property installed by the Company pursuant to this Contract.
 - (h) Disposition of Equipment – Upon the termination of this agreement by lapse of time or otherwise (except for Company's default), the Company shall have the right (or obligation upon direction of the Village) to remove, without damage to Village property or premise, all equipment and personal property installed or located within the concession stand. However, this removal does not include pipes, conduit, wiring, refrigerator, ice machine and/or sinks. The Company shall have a reasonable time, not to exceed fifteen (15) days, to remove such personal property and shall within twenty (20) days, restore the premises to the condition (ordinary wear and tear excepted) of said property before such installations. The Village shall conclude that the Company has abandoned any such equipment and personal property which has not been removed within the said fifteen (15) days (unless the Village has granted an extension in writing for this purpose).

- (i) Right of Access – the Village hereby grants the Company the right of access and ingress to and egress from the premise by the Company and its employees, suppliers, servicemen, subleases, guests, patrons and invitees (provided, that such rights of access, ingress and egress are at all times, exercised in conformance with any and all regulations promulgated by the Village Manager or designee, or other lawful authority, for the care, operation, maintenance and protection of the facilities and the public – and applicable to all users of said facilities).
- (j) Closing of Concession Area – the Village maintains the right to close any part (or all) of the Facilities either permanently or temporarily. If the Facilities are thereafter re-opened, during the term of the Contract, the concessionaire shall commence servicing said facilities again, upon Village approval.
- (k) Non-exclusive Rights – It is expressly herein provided that the rights and privileges granted are non-exclusive, and nothing contained herein shall preclude the Village from entering other Contracts with any other party or parties during the term of the Contract for the sale in any part of the facilities except the concession for the same or similar merchandise which the Company is permitted to sell hereunder:
 - a) Non-Village Sponsored Events – a non-Village sponsor of a one-time special event with prior written approval from the Village Manager, or designee may be allowed to provide concession services for an event in conjunction with the Company.
 - b) Village Sponsored Special Events - the Village reserves the right, with prior written approval from the Village Manager or designee, to allow the Company, in addition to the contracted Concessionaire under this Contract, to provide concession services at the Village’s sponsored one-time special event if it is deemed in the best interest of the Village.

4.03 Term of Contract

If Company is awarded, the term for the Contract shall be three (3) years, with an annual option-to-renew, at the discretion of the Village Manager, for a term not to exceed five (5) consecutive years.

4.04 Site or Location

The concession stand is conveniently located centered in between the ball fields when entering the park. The address for Palmetto Bay Park is:

17535 SW 95th Avenue
Palmetto Bay, Florida 33157

Park Schedule:

Monday through Friday	8:00am to 10:00pm
Saturday	8:00am to 9:00pm
Sunday	8:00am to 7:00pm

4.05 BACKGROUND SCREENING

All personnel and (“Personnel”) of the Company, working in the concession stand at Palmetto Bay Park must be in compliance with Level II Background Screening and fingerprinting requirements as per, Attachment B, “Background Screening,” including but not limited to Florida Statute 435.04 (pleased refer to attachment), Employment Screening, prior to the scheduled start of employment or volunteerism. A violation of this requirement shall constitute a substantial breach of the Contract.

4.06 CONCESSION EMPLOYEES

The Company shall be responsible for the appearance of all Personnel assigned to the concession stand (clean and appropriately always dressed). Personnel must wear visible identification or a uniform that identifies them as being employed by the Company while working.

All Personnel of the Company and any approved sub-contractors shall be at all times the sole employees of the Company, under the Company’s sole direction, and not an employee or agent of the Village of Palmetto Bay. The Company shall supply competent and physically capable Personnel that are polite, friendly, honest, and courteous, the Village may require the Company to remove any Personnel it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on Village property is not in the best interest of the Village.

SECTION 5

5.0 Evaluation and Content of Proposals

Scoring and Ranking

Proposals will be evaluated by an Evaluation Selection Committee which will evaluate and rank proposals on the technical criteria listed below. The Evaluation Selection Committee will be comprised of appropriate Village personnel, as deemed necessary, with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation Selection Committee member.

The Technical Criteria used for determining qualifications for ranking include:

1) Respondent's experience, qualifications, and past performance related to performing and providing concession stand management services or services of a similar nature:

Maximum Points 30

2) Menu items

Maximum Points 20

3) Licenses

Maximum Points 10

4) Monthly rental fee proposed to the Village.

Maximum Points 40

Total 100 Points (max)

5.1 Preparation of Proposals:

1. Proposer will need to provide (1) copy, (1) original and (1) one electronic copy of their proposal either CD or flash drive. All copies must contain all the mandatory and any optional materials associated with the scope of this RFP. Additional copies may be requested by the Village at their discretion.
2. Sealed Proposals will be submitted in one package marked "Concession Stand Management and Operations – Palmetto Bay Park" RFP 2021-12-

009 to include the name of company, address, contact person and phone number.

3. The package with the proposal inside should be sent to:

Ms. Missy Arocha, Village Clerk
Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

All Companies are reminded that it is the sole responsibility of the Company to ensure that their Proposal is time stamped by the Village prior to **3 p.m., local time, on May 24th, 2021**. The Village's time/date stamp will be considered as the official time. Failure of a Company to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Company non-responsive and the Proposal shall not be considered for award.

4. All required signatures shall be manual, in **blue ink** of an authorized representative who has the legal authority to bind the Company in contractual obligations. Use of erasable ink is not permitted. All blank spaces shall be filled in and noted, in ink or typed, with amounts extended and totaled as appropriate. All corrections made by Company to any part of the Proposal document shall be initialed in ink. Failure to manually sign the appropriate Proposal forms will disqualify the Vendor and the Proposal will not be considered. Docu-Sign is now permitted as well.

Proposals by corporations shall be executed in the corporate name by the President or Vice-President (or other corporate officer if accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the Corporate Secretary or an Assistant Secretary. The corporate address and state of incorporation shall be shown below the signature.

Proposals by partnerships shall be executed in the partnership name and signed by a partner. His/her title shall appear under his/her signature and the official address of the partnership shall be shown below the signature.

5.2 Preparation of Proposals:

1. Introduction Letter

A letter introducing the Company to include the corporate name (if applicable), address and telephone number of principals' office, number of years in business and size.

2. Experience

Company shall have a minimum of three (3) years of successful experience in management and operations of a concession stand or similar venue. A summary of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Company shall provide three references for the jobs summarized.

3. Financial Stability

Company shall demonstrate financial stability by providing their most current financial statement, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report providing, at a minimum, a Balance Sheet, an Income Statement, and a Statement of Cash Flows. **(This Information Shall be put in a separate envelope and marked CONFIDENTIAL. Only one copy is necessary, this information is privy and exempt from FS 119. Once the examination has been complete, the Procurement Department will shred and destroy the information. Please do not include this information on your electronic copy that you will be submitting.)**

4. Litigation History

Company shall provide a summary of any litigation or arbitration that the Company, its parent company or its subsidiaries have been engaged in during the past three (3) years against or involving (1) any public entity for any amount, or (2) any private entity for an amount greater than One Hundred Thousand Dollars (\$100,000.00). The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Vendor it determines to be excessively litigious.

5. Insurance Requirement

Company shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that the

Company is able to obtain the required insurance and that the Company shall add the Village as an additional insured.

6. Village of Palmetto Bay Required Forms

All forms will need to be completed; they can be located on Section 6 of this solicitation.

7. Addenda

The Company shall complete and sign the Acknowledgment of Addenda (entitled Acknowledgment of Addenda) and include it in the Proposal to have the Proposal considered. In the event any Company fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether received by him/her.

8. PROPOSAL SHEET

Proposal sheet will need to be filled out and signed, this sheet is located on page 62 of this solicitation.

END OF SECTION

SECTION 6.0: Required Proposal Submittal Forms

DRUG-FREE WORKPLACE CERTIFICATION

Whenever two or more Proposals, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Proposals will be followed if none of the tied Vendors have a drug-free workplace program. 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' 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 Proposal 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 of the commodities or contractual services that are under Proposal, the employee will aproposale by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the 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 the statement, I certify that this Vendor complies fully with the above requirements.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

SUB-CONTRACTOR

Company shall list all proposed Sub-Contractor to be used on this project if they are awarded the Contract.

Classification of Work	Sub-Vendor Name	Address	Telephone and Fax

REFERENCES

Each proposal must be accompanied by a list of at ***least three (3)*** references, which shall include all the information requested below:

VILLAGE OF PALMETTO BAY ▪ REFERENCE FORM

Solicitation Information: Concession Stand Management and Operations – Palmetto Bay Park

RFP# 2021-12-009



Name of Proposer: _____

To Whom It May Concern,

The above reference vendor is submitting on a proposal solicitation that has been issued by the Village of Palmetto Bay. We require that the Proposer provide written references with their Proposal submission and by providing you with this document the vendor is requesting that you provide the following reference information. We would appreciate you providing the information requested below as well as any other information you feel is pertinent:

Project Information:

Title/Scope of Work:

Initial Value of Contract: _____ Final Value of Contract: _____

Was the work performed timely: Yes No

Was the work performed to acceptable quality standards: Yes No

Would you enter into a contract with the vendor in the future? Yes No

Was the contractor responsive to your request and keep you fully informed of the work and issues related to the work?
 Yes No

Total number of change orders: _____ Were any contractor driven: _____

Number of RFI's submitted by the vendor: _____

If you responded no to any of the above, please provide details:

Name of Public Entity/Company: _____

Name of Individual completing this form: _____

Signature: _____ Title: _____

Telephone: _____ Email: _____

Thank you for your support in helping us evaluate our solicitation response.

Litsy C. Pittser, Procurement Specialist
Village of Palmetto Bay

ACKNOWLEDGEMENT, WARRANTY AND ACCEPTANCE

A. Vendor/Vendor warrants that it is willing and able to comply with all applicable State of Florida laws, rules and regulations.

B. Vendor/Vendor warrants that they have read, understand and are willing to comply with all of the requirements of the RFP and the addendum/ addenda nos.

C. Vendor/Vendor warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the Council.

D. Vendor/Vendor warrants that all information provided by it in connection with this proposal is true and accurate.

E. CONTINGENCY FEE AND CODE OF ETHICS WARRANTY:

Vendor/Vendor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Vendor has not, and will not, pay a fee the amount of which is contingent upon the Village awarding this contract. Vendor warrants that neither it, nor any principal, employee, agent, representative has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County conflict of interest and code of ethics ordinances. Further, Vendor acknowledges that a violation of this warranty will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Vendor, if the Vendor is chosen for performance of the contract.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

_____ being first duly sworn, deposes and says that:

- (1) He/she is the, (Owner, Partner, Officer, Representative or Agent) of:
_____ the Vendor that has submitted the attached Proposal;
- (2) He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (3) Such Proposal is genuine and is not a collusive or a sham Proposal;
- (4) Neither the said Vendor/Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor or person to submit a collusive or sham response in connection with the work for which the attached Proposal has been submitted, or to refrain from responding in connection with such work, or have in any manner, directly or indirectly, sought by agreement or collusion, communication, or conference with any Vendor or person to fix this Proposal or to secure through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the Village of Palmetto Bay, or any person interested in _____ the _____ proposed _____ Work;

Signed, sealed and delivered
In the presence of

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

Continued on next page.

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

**SWORN STATEMENT PURSUANT TO
SECTION 287.133 (3)(a) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to the Village OF PALMETTO BAY, FLORIDA

By _____

For _____

Whose business address is: _____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

(if the entity has no FEIN, include the Social Security Number of the individual signing this

Sworn statement - S.S. # _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other State or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or any political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nab contenders.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, and means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling Interest in another person, ore pooling of equipment or income among persons when not for fair market value under an arm's

length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws or any state or of the United States with the legal power to enter into a binding contract and which Proposals or applies to Proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Signed, sealed and delivered in the presence:

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

CONTINUED ON FOLLOWING PAGE

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

AMERICANS WITH DISABILITIES ACT (ADA)
DISABILITY NONDISCRIMINATION STATEMENT

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL
AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the VILLAGE OF PALMETTO BAY, FLORIDA

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

whose _____ business _____ address
is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

I, being duly first sworn state: That the above named Vendor, corporation or organization is in compliance with and agreed to continue to comply with, and assure that any Sub-Vendor, or third party Vendor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 USC 1210112213 and 47 USC Sections 225 and 661 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Florida Americans with Disabilities Accessibility Implementation Act of 1993, Section 553.501-553.513, Florida Statutes:
The Rehabilitation Act of 1973, 229 USC Section 794;
The Federal Transit Act, as amended 49 USC Section 1612;
The Fair Housing Act as amended 42 USC Section 3601-3631.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)
 Did take an oath or
 Did not take an oath.

BUSINESS ENTITY AFFIDAVIT
(VENDOR / VENDOR DISCLOSURE)

Vendor or Vendor hereby recognizes and certifies that no elected official, or employee of the Village of Palmetto Bay (the "Village") shall have a financial interest directly or indirectly in this transaction or any compensation to be paid under or through this transaction, and further, that no Village employee, nor any elected or appointed officer (including Village board members) of the Village, nor any spouse, parent or child of such employee or elected or appointed officer of the Village, may be a partner, officer, director or proprietor of Vendor or Vendor, and further, that no such Village employee or elected or appointed officer, or the spouse, parent or child of any of them, alone or in combination, may have a material interest in the Vendor or Vendor. Material interest means direct or indirect ownership of more than 5% of the total assets or capital stock of the Vendor or Vendor. Any exception to these above described restrictions must be expressly provided by applicable law or ordinance and be confirmed in writing by Village. Further, Vendor or Vendor recognizes that with respect to this transaction or proposal, if any Vendor or Vendor violates or is a party to a violation of the ethics ordinances or rules of the Village, the provisions of Miami-Dade County Code Section 2-11.1, as applicable to Village, Village Charter Section 7.6 (Lobbyist), or the provisions of Chapter 112, part III, Fla. Stat., the Code of Ethics for Public Officers and Employees, such Vendor or Vendor may be disqualified from furnishing the goods or services for which the proposal or proposal is submitted and may be further disqualified from submitting any future proposals or proposals for goods or services to Village.

Accordingly, Vendor or Vendor completes and executes the Business Entity Affidavit form below. The terms "Vendor" or "Vendor," as used herein, include any person or entity making a proposal herein to Village or providing goods or services to Village.

I, _____ being of first duly sworn

state:

The full legal name and business address of the person(s) or entity contracting or transacting business with the Village of Palmetto Bay ("Village") are (Post Office addresses are not acceptable), as follows:

Federal Employer Identification Number (If none, Social Security Number)

CONTINUED ON FOLLOWING PAGE

Name of Entity, Individual, Partners or Corporation

Doing Business As (If same as above, leave blank)

Street Address Suite Village State Zip Code

OWNERSHIP DISCLOSURE AFFIDAVIT

1. If the contact or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. All such names and addresses are (Post Office addresses are not acceptable), as follows:

<u>Full Legal Name</u>	<u>Address</u>	<u>Ownership</u>
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

2. The full legal names and business address of any other individual (other than Sub-Vendor, material men, suppliers, laborers, or lenders) who have, or will have, any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with the Village are (Post Office addresses are not acceptable), as follows:

CONTINUED ON FOLLOWING PAGE

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20___, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)
o Personally known to me, or
o Produced identification:

(Type of Identification Produced)
o Did take an oath or
o Did not take an oath.

ACKNOWLEDGMENT OF CONFORMANCE
WITH OSHA STANDARDS

To the Village of Palmetto Bay,

We _____ (Vendor), hereby acknowledge and agree that we, as the Prime Vendor for Village of Palmetto Bay, Village of Palmetto Bay _____, RFP# **2021-12-009**, as specified, have the sole responsibility for compliance with all the requirements of the Federal Occupational Safety and Health Act of 1970, and all State and local safety and health regulations, and agree to indemnify and hold harmless the Village of Palmetto Bay, against any and all liability, claims, damages losses and expenses they may incur due to the failure of :

(Sub-Vendor's Names) to comply with such act or regulation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

Attest: _____

Print Name: _____

Attest: _____

Print Name: _____

VILLAGE OF PALMETTO BAY
ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA }
 }
COUNTY OF MIAMI-DADE }

SS:

I, the undersigned, hereby duly sworn, depose and say that no portion of the sum herein proposal will be paid to any employees of the Village of Palmetto Bay, its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Company or by an officer of the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

ACKNOWLEDGMENT

State of Florida

County of _____

On this _____ day of, 20____, before me, the undersigned Notary Public of the State of Florida personally appeared _____ and whose name(s) is/are subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand and official seal

NOTARY PUBLIC, STATE OF FLORIDA

CONTINUED ON FOLLOWING PAGE

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, Stamp or
Type as commissioned.)

- Personally known to me, or
- Produced identification:

(Type of Identification Produced)

- Did take an oath or
- Did not take an oath.

STATEMENT OF PAST CONTRACT DISQUALIFICATIONS

The Vendor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes or No, if yes, explain the circumstances.

Executed on _____ at _____
under penalty of perjury of the laws of the State of Florida, that the foregoing is true and correct.

Signature of Official: _____

Name (typed): _____

Title: _____

Vendor: _____

Date: _____

E-VERIFY
AFFIDAVIT

STATE OF _____

COUNTY OF _____

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (hereinafter “Employer”)

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS §64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (Mark “Yes” or “No”)
 - a. YES _____
 - b. NO _____
4. Employer’s subcontractors will comply with E-Verify, and Employer will ensure compliance with E-Verify by any and all subcontractors subsequently hired by Employer.

This _____ day of _____, 20__.

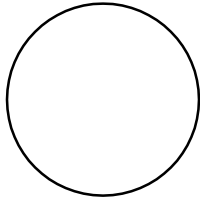
Signature of Affiant

Print or Type Name: _____

State of _____

County of _____

CONTINUED ON FOLLOWING PAGE



Seal

Signed and sworn to (or affirmed) before
me, this the _____ day
of _____, 20_____.

My Commission Expires: _____

Notary Public

NHCS – E-Verify 081815

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

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/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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 the "Name" line 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.

Social security number									
			-				-		

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

Employer identification number									
			-						

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- 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, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

SECTION 7.0: Other Forms

VILLAGE OF PALMETTO BAY
NOTICE OF INTENT TO AWARD

TO: _____
Vendor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Concession Stand Management and Operations – Palmetto Bay Park
RFP No. 2021-12-009 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

This is to advise that the Village of Palmetto Bay intends to award the Contract for the above referenced Project as a result of your Proposal of: _____ Dollars (\$ _____) submitted to the Village of Palmetto Bay (Owner) on _____ (Date).

The Manager shall be receiving a recommendation and in turn will be bringing this project to the Village Council for approval. The awarded Vendor will be notified of the date to award.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

Cc:
Attachment(s)

VILLAGE OF PALMETTO BAY
NOTICE TO PROCEED

TO: _____
Vendor

Address

ATT: _____
Name and Title

PROJECT DESCRIPTION: Concession Stand Management and Operations – Palmetto Bay Park
RFP No. 2021-12-009 in accordance with Contract Documents
as prepared by the Village

Gentlemen:

One executed copy of your Contract for the above Project has been forwarded to you through the Village Managers' Office. The Commencement date is _____, 20____. The contract is for three (3) years with a one (1) year options with approval by the Village and the Company not to exceed five (5) consecutive years.

Your attention is invited to the provision whereby you shall start to perform your obligations under the Contract Documents on the Commencement date. Said date shall begin the Contract Time.

The Village of Palmetto Bay Department of Parks and Receptions will be responsible to assure that said Vendor is complying within the scope of this RFP.

Sincerely yours,

Litsy C. Pittser, Procurement Specialist

SECTION 8.0: Exhibits

Contract for: Concession Stand Management and Operations – Palmetto Bay Park

Between the Village of Palmetto Bay, Florida and _____

THIS Contract is made and entered into as of the ____ day of __, 20____, by and between the Village of Palmetto Bay, a Florida Municipal Corporation (the "Village"), and _____ (the "Company") and jointly referred to as the "Parties".

WHEREAS, the Village advertised a Request for Proposal ("RFP") on _____ for Concession Stand Management and Operations – Palmetto Bay Park (the "Project"); and

WHEREAS, the Company submitted a Proposal dated _____ in response to the Village's request; and

WHEREAS, the Village Council, at a meeting held on _____, awarded the RFP to the Company and agreed to enter into a Contract with the Company to perform the work described in the RFP and Company's Proposal submitted in response to the RFP (the "Work").

NOW THEREFORE, in consideration of the promises and the mutual covenants below, the Parties agree as follows:

TABLE OF CONTENTS

1. Exhibits
2. Scope of Work
3. Qualifications
4. Term
5. Contract Price
6. Notices
7. Termination
8. Indemnification
9. Insurance

10. Modifications/Amendments
11. Governing Law
12. Waiver
13. Assignment
14. Prohibition Against Contingency Fees
15. Conflict of Interest
16. Entire Agreement
17. Captions and Paragraph Headings
18. Joint Participation
19. Counterparts
20. Preservation of Village Property
21. Immigration Act of 1986
22. Company Non-Discrimination
23. Federal and State Tax
24. Public Records
25. Severability
26. E-Verify

Article I. Exhibits

The following Exhibits are incorporated by reference and made part of this Agreement:

(i) Specifications and RFP Documents prepared by the Village for the concession stand management and operations at Palmetto Bay Park. RFP# 2021-12-009.

(ii) Proposal for the Village of Palmetto Bay prepared by the Company to include the Proposal Sheet dated _____.

The above Exhibits are also collectively referred to as the "Documents". In the event of any conflict between the Documents or any ambiguity

or missing specification or instruction, the following priority is established:

- A. This Contract
- B. Exhibit (i)
- C. Exhibit (ii)

Article 2. Scope of Work

1. The Work is generally described as follows:
Company shall manage and operate a concession stand to serve the community and park patrons during operating hours and comply with all the requirements listed on the RFP (Request for Proposal). Company shall also comply with paying a monthly rental fee to the Village.
2. As stated in depth in the RFP, the Company shall provide high quality foods and healthy options for the park patrons. The Company shall need to provide the menu list to the Village for approval before selling their product. The Company shall have the area cleaned to the highest standard and have be able to pass the health department inspection with no issues. If issues do arise, the Village shall need to be informed immediately and the Village will grant remedy to the Company. If the operations consistently is in violation, the Village has the right to terminate this Contract.
3. The Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Work (ii) it is not delinquent in the payment of any sums due the Village: (iii) all personnel are and shall be at all times during the term fully qualified and trained to perform the tasks assigned and (iv) the Work will be performed in the manner described in the Document.
4. Preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining the concession stand. In the event that, after awarding the Contract, any dispute arises as a result of any actual or alleged ambiguity or defect in the specifications, or any other matter whatsoever, the Company shall immediately notify the Village in writing, and the Company shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial.

5. The Company shall promptly correct Work rejected by the Village as failing to conform to the requirements of the Contract Documents. The Company shall bear the cost of correcting rejected work, including the cost of any violations received by the Village staff or Health Department.

Article 3. Qualifications

The individual executing the Contract on behalf of the Company warrants to the Village that the Company is a corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Company possesses all required licenses and certificates of competency required by the State of Florida, Miami - Dade County, and the Village to perform the Work. The Company acknowledges that due to the nature of this Contract that the Company must take all necessary precautions to avoid accidents and shall comply with all local, state, and federal regulations that apply. The Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

The Concession Operations Manager for the Company is_____.

Article 4. Term

The term of this Contract shall commence upon the issuance by the Village of a "Notice to Proceed", shall remain in effect for three (3) years with an annual automatic renewal at the Village's discretion only not to exceed five (5) consecutive years.

Article 5. Contract Price

(A) The Contract price shall be based on the Company's signed proposal sheet for a monthly rental fee due on the first of the month in the amount of:

_____ (In Words)

(\$_____)

Article 6 Notices

Any notices required or permitted by this Contract shall be in writing and shall be deemed to have been properly given if transmitted by hand- delivery or by Federal Express addressed to the Parties at the following address:

Village: Company:

Nick Marano
Village Manager

Village of Palmetto Bay
9705 E. Hibiscus Street
Palmetto Bay, FL 33157

Article 7 Termination

A. Termination Without Cause

Either Party may terminate this Contract without cause upon thirty (30) days prior written notice to the other Party. Termination or cancellation of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract, or after termination in the Village's discretion if needed for a post contract audit. Termination of the Contract will not relieve the Company of any obligations or liabilities resulting from any acts committed by the Company prior to the termination of the Contract.

B. Termination with Cause

Without waiving the right to terminate without cause, a Party may issue a written notice to the other claiming that the other Party is in breach of Contract and giving the other Party ten (10) calendar days to cure the default. If the alleged breach of Contract is not cured, then the Party serving the notice may terminate the Contract and be excused from further performance following termination. However, termination of the Contract will not relieve the Company of any deliverables and Work product due prior to the termination of the Contract, including but not be limited to reports, statements of accounts, payments due the Village and any other records requested by the Village prior to the termination of the Contract.

Article 8 Indemnification

- A. The Company shall indemnify, defend and hold harmless the Village and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense at both trial and appellate levels, in which the Village or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Contract by the Company or its employees, agents, servants, partners, principals or sub-contractors. The Company shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Village, where applicable, and shall pay all costs, judgments, and attorney's fees which may issue. The Company expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the Company shall in no way limit the responsibility to indemnify, hold harmless and defend the Village or its officers, employees, agents and instrumentalities. One Percent (1%) of the Contract amount shall represent the consideration to be provide for this Indemnification. Nothing contained herein shall be deemed a waiver of Sovereign Immunity provided to the Village by the Section 768.28, Florida Statutes.
- B. The Village shall not be liable for any damages or claims of any type including but not limited to lost profits, special damages, consequential damages, or business interruption on account of the Village's decision to terminate this Contract. Additionally, the Company agrees that in the event this Contract is terminated for the Village's breach, the damages that the Company may have against the Village shall be limited to actual compensatory damages. The Village does not waive sovereign immunity under Section 768.28, Florida Statutes, for any claim for breach of contract or for an award of prejudgment interest; provided, however, that in any action arising out of or to enforce this Contract, the prevailing Party shall be entitled to its reasonable attorney's fees and costs in a trial or appellate court. The Parties knowingly, irrevocably, voluntarily, and intentionally waives all rights to trial by jury.

Article 9 Insurance

(A) The Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village Notice to Proceed issued to Company. Certificates of Insurance must be submitted to the Procurement Division. Certificates of Insurance that provide insurance coverage must meet the requirements outlined below:

- Comprehensive General Liability - \$1,000,000 combined single limit for each occurrence for bodily injury and property damage and designating the Village as Additional Insured.
- Workers Compensation - Statutory Limits
- Automobile Liability - \$1,000,000 per occurrence for all claims arising out of bodily injuries or death and property damages.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Florida. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will to mail thirty (30) day written advance notice to the Village.

In addition, the Company agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Village.

Compliance with the foregoing requirements shall not relieve the Company of its liability and obligations under this section or under any other section in the Contract.

If the insurance certificate is received within the specified time frame but not in the manner prescribed, the Company shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the Village. If the Company fails to submit the required insurance documents in the manner prescribed within five

(5) calendar days after Village notification to comply, the Company shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the Village.

Article 10 Modification-Amendment

This writing and exhibits contain the entire Contract of the Parties. No representations were made or relied upon by either Party, other than those that are expressly set forth. No agent, employee, or other representative of either Party is empowered to modify and amend the terms of this Contract, unless executed in writing with the same formality as the execution of this Contract. No waiver of any provision of this Contract shall be valid or enforceable unless such waiver is in writing and signed by the Party granting such waiver.

Article 11 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in the state courts of Miami-Dade County, Florida.

Article 12 Waiver

The failure of either Party to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Contract shall not constitute a waiver of the violation or breach, or of any future violation, breach, or wrongful conduct. No waiver by the Village of any provision of this Contract shall be deemed to be a waiver of any other provision of any subsequent breach by the Company of the same, or any other provision of the Contract. The Village's consent to or approval of any act by the Company requiring the Village's consent or approval shall not be deemed to render unnecessary the obtaining of the Village's consent to or approval of any subsequent consent or approval of Company, whether or not similar to the act so consented to or approved.

Article 13. Assignment

The Company shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract.

Article 14. Prohibition Against Contingent Fees

The Company warrants that, other than a bona fide employee working solely for the Company, no person has been retained to solicit or secure this Contract, and that it has not paid or agreed to pay any person, corporation, individual or entity any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

Article 15 Conflict of Interest

The Company agrees to adhere to and be governed by the Village's Conflict of Interest Ordinance 2-121, et seq, which is incorporated by reference as if fully set forth.

Article 16 Entire Agreement

No statements, representations, or warranty, either written or oral, from whatever source arising, except as expressly stated in this Contract, shall have any legal validity between the Parties or be binding upon either. The Parties acknowledge that this Contract contains the entire understanding and agreement of the Parties.

Article 17 Captions and Paragraph Headings

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend, or limit the scope and intent of this Contract, nor the intent of any of its provisions.

Article 18 Joint Preparation

The preparation of this Contract has been a joint effort of the Parties and shall not be construed more severely against either Party. the other. It is the Parties' further intention that this Contract shall be construed liberally to achieve its intent.

Article 19 Counterparts

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Contract.

Article 20 Preservation of Village Property

The Company shall provide and install suitable safeguards, approved by the Village, to protect Village property from injury or damage. If Village property is injured or damaged resulting from the Company's operations, it shall be replaced or restored at the Company's expense. The property shall be replaced or restored to a condition as good as when the Company began work. The Company shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work.

Article 21 Immigration Act of 1986

The Company warrants on behalf of itself and all sub-contractors engaged in the performance of this Work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the Work. The Company must comply with Sec. 274A(e) of the Immigration and Nationality Act.

Article 22 Company Non-Discrimination

In the award of subcontracts or in performance of this Work, the Company agrees that it will not engage in, nor permit such sub-contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law in accordance with FHWA requirements (CFR § 26.13).

Article 23 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Company shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the Village, nor is the Company authorized to use the Village's Tax Exemption Number in securing such materials. The Company shall be responsible for payment of its own and its share of its employee taxes and Social Security benefits.

Article 24 Public Records

Florida law provides that municipal records should be open for inspection and copying under Section 119, Florida Statutes, the Public Records law. All information and materials received by the Village in connection with this Contract shall become the property of the Village and shall be deemed to be public records subject to public inspection. The same responsibility lies on the Company, as it shall keep records and if asked to retrieve them by the Village, they must do so to abide by the

Public Records law. IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS: Missy Arocha, marocha@palmettobay-fl.gov or call 305-259-1234. Further information on Section 119, F.S. can be found [https:// www .flsenate.gov/Laws/Statutes/2020/0119.0701](https://www.flstate.gov/Laws/Statutes/2020/0119.0701).

Article 25 Severability

If any term or provision of this Contract shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Contract shall not be affected thereby, and each term and provision of this Contract shall be valid and be enforced to the fullest extent permitted by law.

Article 26 E-Verify

In accordance with Florida Statute Chapter 448.095, a public employer, contractor, or subcontractor may not enter into a Contract unless the vendor/contractor/company registers and uses the Federal E-Verify System. Thus, the Authority may not enter into or renew any Contract with a vendor/contractor/company that is not enrolled and uses the E-Verify system, and such company is obligated to do so. The Authority may ask for verification that the vendor/contractor/company has registered and is using the E-Verify system. The vendor/contractor/company may not be barred or penalized because they receive inaccurate information from the E-Verify program and hires or employs an ineligible person. Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

IN WITNESS WHEREOF the undersigned Parties have executed this Contract on the date indicated above.

(Company)

Nick Marano, Village Manage

(Name and Title)

Attest:

Missy Arocha
Village Clerk

APPROVED
AS TO FORM

Village Attorney
John C. Dellagloria

PROPOSAL SHEET

RFP# 2021-12-009 Concession Stand Management and Operations – Palmetto Bay Park

1. Monthly Rental Fee: _____ for:

The Management and Operations of a concession stand at Palmetto Bay Park.

1. The price listed in the proposal form shall include the total cost to complete the Work including but not limited to materials, labor, equipment, bonds, insurances, etc., as necessary to ensure proper delivery of services and product requested by the Village of Palmetto Bay.
2. I hereby certify that I am authorized to act on behalf of the firm, individual, partnership, corporation or association making this proposal and that all statements made in this document are true and correct to the best of my knowledge.
3. I understand and agree to be bound by the conditions contained in this Request for Proposal and shall conform with all requirements of the Request for Proposal.

Name: (Please Print)

Offeror Signature Title: Date:

Background Screening

435.04 Level 2 screening standards.—

(1)(a) All employees required by law to be screened pursuant to this section must undergo security background investigations as a condition of employment and continued employment which includes, but need not be limited to, fingerprinting for statewide criminal history records checks through the Department of Law Enforcement, and national criminal history records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies.

(b) Fingerprints submitted pursuant to this section on or after July 1, 2012, must be submitted electronically to the Department of Law Enforcement.

(c) An agency may contract with one or more vendors to perform all or part of the electronic fingerprinting pursuant to this section. Such contracts must ensure that the owners and personnel of the vendor performing the electronic fingerprinting are qualified and will ensure the integrity and security of all personal information.

(d) An agency may require by rule that fingerprints submitted pursuant to this section must be submitted electronically to the Department of Law Enforcement on a date earlier than July 1, 2012.

(e) Vendors who submit fingerprints on behalf of employers must:

1. Meet the requirements of s. 943.053; and
2. Have the ability to communicate electronically with the state agency accepting screening results from the Department of Law Enforcement and provide the applicant's full first name, middle initial, and last name; social security number or individual taxpayer identification number; date of birth; mailing address; sex; and race.

(2) The security background investigations under this section must ensure that no persons subject to the provisions of this section have been arrested for and are awaiting final disposition of, have been found guilty of, regardless of adjudication, or entered a plea of nolo contendere or guilty to, or have been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar law of another jurisdiction:

(a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.

(b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.

(c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.

(d) Section 777.04, relating to attempts, solicitation, and conspiracy to commit an offense listed in this subsection.

Section 782.04, relating to murder.

(f) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.

(g) Section 782.071, relating to vehicular homicide.

(h) Section 782.09, relating to killing of an unborn child by injury to the mother.

(i) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.

(j) Section 784.011, relating to assault, if the victim of the offense was a minor.

(k) Section 784.03, relating to battery, if the victim of the offense was a minor.

(l) Section 787.01, relating to kidnapping.

(m) Section 787.02, relating to false imprisonment.

(n) Section 787.025, relating to luring or enticing a child.

(o) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.

(p) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.

(q) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.

(r) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.

(s) Section 794.011, relating to sexual battery.

(t) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.

(u) Section 794.05, relating to unlawful sexual activity with certain minors.

(v) Chapter 796, relating to prostitution.

(w) Section 798.02, relating to lewd and lascivious behavior.

(x) Chapter 800, relating to lewdness and indecent exposure.

(y) Section 806.01, relating to arson.

(z) Section 810.02, relating to burglary.

(aa) Section 810.14, relating to voyeurism, if the offense is a felony.

(bb) Section 810.145, relating to video voyeurism, if the offense is a felony.

(cc) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.

(dd) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.

(ee) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.

(ff) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.

**Equipment List
(Separate .pdf file)**