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RESOLUTION NO. 2017-58

A RESOLUTION OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; APPROVING THE VILLAGE MANAGER'S RECOMMENDATION OF A-TREND, LLC. TO EXTEND THE CONTRACT FOR AN ADDITIONAL ONE YEAR TERM. PROVIDING THE FULL OPERATIONS AND MANAGEMENT OF A FARMERS MARKET AT CORAL REEF PARK; AND FURTHER AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS FOR SAID SERVICES UNDER UP-1516-12-006; AND PROVIDING AN EFFECTIVE DATE. (Sponsored by Administration)

WHEREAS, on August 22, 2016, the Village Procurement Division opened sealed bids solicited under Unsolicited Proposals (UP) Number 1516-12-006 for Coral Reef Park – Farmers Market; and

WHEREAS, a selection committee reviewed the applications and found A-Trend LLC, to be responsive to that UP in providing the documents required for consideration; and

WHEREAS, the Village Manager finds A-Trend LLC., as the most responsive and cost-effective qualified proposer; and

WHEREAS, on September 26, 2016, the Village Council authorized the Village Manager to enter negotiations with A-Trend LLC, and those negotiations are now complete; and

WHEREAS, the Mayor and Village Council desire to approve the contract with A-Trend, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village of Palmetto Bay Mayor and Council hereby approves the contract between the Village and A-Trend LLC, to provide the management and operations to a Farmers Market at Coral Reef Park. A copy of the contract is attached hereto as Exhibit A, Unsolicited Proposal prepared by the Village Exhibit B, Proposal received from the bidder Exhibit C, and Resolution # 2016-114 Exhibit D.

Section 2. This Resolution shall take effect immediately upon approval.

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PASSED AND ADOPTED this 1st day of May, 2017.

DocuSigned by:
Missy Arocha
Attest: _____
0EEDC211E5E8C48C...
Missy Arocha
Village Clerk

DocuSigned by:
Eugene Flinn

3B8854AD569F494...
Eugene Flinn
Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

DocuSigned by:
Dexter W. Lehtinen

1B1D06E71321445...
Dexter W. Lehtinen
Village Attorney

FINAL VOTE AT ADOPTION:

- Council Member Karyn Cunningham YES
- Council Member David Singer YES
- Council Member Larissa Siegel Lara YES
- Vice-Mayor John DuBois YES
- Mayor Eugene Flinn YES



**VILLAGE OF PALMETTO BAY
CORAL REEF PARK FARMERS MARKET
FARMERS MARKET AGREEMENT**

THIS AGREEMENT is made and entered into this ____ day of _____, 2017, by and between the Village of Palmetto Bay, a Florida municipal corporation (hereinafter referred to as "Village"), and A-Trend, LLC authorized to do business in the State of Florida, (hereinafter referred to as "Company" and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the Village advertised an Unsolicited Proposal and invited other companies to bid on this service ("UP") on July 22nd 2016, and

WHEREAS, Company submitted a Proposal dated August 22nd 2016 in response to the Village's request, and

WHEREAS, at a meeting held on May 1st 2017, the Village Council awarded the Company and agreed to enter into an Agreement with Company to perform the services described in the UP and Company's Proposal submitted in response to the UP ("Services"),

NOW THEREFORE, in consideration of the promises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

1. Specifications and Proposal Documents prepared by the Village for Coral Reef Farmers Market UP No. 1516-12-006 (Exhibit 1).
2. Proposal for the Village of Palmetto Bay prepared by Company dated August 22nd, 2016. (Exhibit 2).

ES_____

CC_____



All exhibits may also be collectively referred to as the “Documents”. In the event of any conflict between the Documents or any ambiguity or missing specifications or instructions, the following priority is established:

- A. This Agreement
- B. Exhibit 1
- C. Exhibit 2

Article 2 Scope of Work

A. Company agrees to provide the Services (hereinafter inclusively referred to as the “Services”) as specifically described, and under the terms and conditions set forth in Exhibit 1 and Exhibit 2.

B. Company represents and warrants to the Village that: (i) it possesses all qualifications, licenses and expertise required for the performance of the Services; (ii) it is not delinquent in the payment of any sums due the Village; (iii) all personnel assigned to perform the Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; and (iv) the Services will be performed in the manner described in Exhibit 1.

C: In addition and to clarify points to this agreement the following items will be exercised by the Company as follows:

1. The term for this agreement is for a (1) year period with an option to renew at the Village’s request an additional (2) one year option. One month before the contract expires the Village and the Company will re-evaluate the conditions of the timeline of this agreement and the Village will have the right to extend, re-locate the operations of the Farmers Market or terminate the contract.
2. The hours of operations will be Sundays from 8:30am EST to 2:30pm EST. The main gates to the park will be open and accessible for vendor set up at 7:00am EST. The hours of operation are subject to change due to a high volume of complaints that may occur by the surrounding residents.
3. The Company hired vendors will unload and park at the recreation center parking lot.
4. Company will utilize temporary flag markers that can be picked up and removed after each event.

ES _____
CC _____



5. The Company will be able to utilize the Village's dumpster to dump all the trash after clean-up, allowable dumping of 4-5 bags of trash.
6. The Company will continue their Farmers Market operation with the new agreement date of May 23rd. 2017.
7. In the event that there is bad weather and the Company decides to cancel the farmers market for that day the Company can credit that day for not being able to open, however if the vendors are set up and need to pick up due to weather, the Village will credit the Company at a rate of 50% for that day.
8. Advertising and Marketing:
 - The Village proposes to the Company that they will advertise on their website, social media outlets, Channel 77 and banners.
 - A ribbon cutting ceremony will be done to welcome the opening of the Farmers Market.
 - Banners are allowed on 77th Avenue, 152nd Street and Old Cutler Road.
 - The Company has permission from the Village to utilize the Village of Palmetto Bay logo for their own marketing. The logo will only be utilized by the Company not their hired vendors.
9. As a courtesy to the Village, the Company is willing to donate one vendor slot at the Farmers Market for Village use to be used for community outreach, school and non-profit organizations. Village or organization will need to contact the Company with reasonable time and be able to furnish their own chairs, canopy and table.
10. The Village's park staff will have the authority to conduct a walk thru at any given time during the event and its closure. Any damages reported to the Village will be addressed and the Company will be held responsible to repair or remedy the damages.
11. The Village at any given time has the right to review the vendor list and be able to ban vendors if the Village feels that its residents are being affected.

ES_____

CC_____



12. The Village will provide once a month a musical band for the event.
13. As stipulated in the prepared bid document of the Village, no alcoholic beverages will be allowed, selling or consuming.
14. Food vendors will need to be approved by the Health Department. There will be no usage of Styrofoam cups; plates take home boxes as mandated by the Village of Palmetto Bay ordinance.

Article 3 Qualifications

Company and the individual executing this Agreement on behalf of the Company warrant 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 of the required licenses and certificates of competency required by the State of Florida, Miami Dade County, and the Village to perform the services herein described. Company acknowledges that due to the nature of this contract, that Company must take all necessary precautions to avoid accidents and shall comply with all local, state and federal regulations that apply. Company shall be solely responsible for the payment of any fines or penalties incurred as a result of its actions.

Article 4 Payment and/or Fees

The total monthly payment will be (\$800.00) eight hundred dollars per month. As agreed by the Village and Company, on "rained out" days that the vendors were not able to set up, the Village will accept the credit for that day. If the vendors are set up and the Farmers Market closes early due to weather, the Village will credit 50% of that given day. In the summer months from June to August there will be a reduced monthly payment of (\$600.00) six hundred dollars per month with the same "rained out" day schedule.

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Payments will be mailed to Parks and Recreation Department, Village of Palmetto Bay, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157.

Article 5 Reports

A. Prior to commencement of operations under this Agreement, the Company shall secure in writing from the Village approval of all records to be used for the purpose of temporarily or permanently recording the operations of the Company under this Agreement.

B. For the purposes of the administration of this Agreement, the following shall apply: The Village Manager or his designee is hereby designated as the Contract Administrator for this Agreement. Reports and information as the Village may reasonably require regarding the administration of this Contract should be addressed to the Village Manager.

Article 6 Termination

Termination/Cancellation of Contract 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 (this will include 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, or after termination in the Village's discretion if needed for a post contract audit of money due on Company's performance). Termination or cancellation 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.

ES_____

CC_____



B. Termination Because of Default

Without waiving the right to terminate without cause on thirty (30) days' notice, 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 (this will include 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 7 Hold Harmless and Indemnification of the Village

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 Company may have against the Village shall be limited to actual damages for a period of thirty (30) days given the fact that this Contract may be terminated by the Village without cause on thirty (30) days' notice

Article 8 Term

The term of this Agreement shall commence upon the date of execution hereof and shall remain in effect for a period of one (1) year with an additional two (1) year option or until terminated by the Village as herein set forth. Continuation of this Agreement beyond the contractual period is at the discretion of the Village, and not a right of the Company. This option will only be exercised by the Village when such continuation is clearly in the best interest of the Village. Should the Village exercise its option to continue this agreement, it shall be only for the Services (as defined within) agreed to in this Agreement.

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Article 9 Audit and Inspection Rights

The Village may, at reasonable times, and for a period of up to three (3) years following the date of final performance of Services by the Company under this Agreement, audit, or cause to be audited, those books and records of Company which are related to Company's performance under this Agreement. Company agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement. The Village may, at reasonable times during the term hereof, inspect Company's facilities and perform such inspections, as the Village deems reasonably necessary, to determine whether the services required to be provided by Company under this Agreement conform to the terms hereof and/or the terms of the Solicitation Documents, if applicable. Company shall make available to the Village all reasonable facilities and assistance to facilitate the performance of inspections by the Village's representatives. All inspections shall be subject to, and made in accordance with, the provisions of the Village Code as same may be amended or supplemented, from time to time.

Article 10 Federal and State Tax

The Village is exempt from payment of Florida State Sales and Use Taxes. The Village will sign an exemption certificate submitted by the Company. 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.

ES_____

CC_____



Article 11 Indemnification

Company shall indemnify 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, 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 Agreement by the Company or its employees, agents, servants, partners, principals or sub-Companies. 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 issue thereon. Company expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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. 1% of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 12 Insurance

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) calendar days after Village notification to Company. Certificates of Insurance must be submitted 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.

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- Errors and Omissions or Company liability insurance - \$1,000,000

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 Agreement.

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 Agreement 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.

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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.

Article 13 Modification/Amendment

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

Article 14 Severability

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

Article 15 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 Miami-Dade County, Florida.

ES_____

CC_____



Article 16 Waiver

The failure of either party to this Agreement 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 Agreement shall not be construed as 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 Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Company of the same, or any other provision or the enforcement thereof. The Village's consent to or approval of any act by 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 17 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

Village:

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

Company:

Ms. Cecelia A. Camp
A-Trend, LLC
9611 Bahama Drive
Cutler Bay, Florida

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

ES _____

CC _____



Article 18 Independent Company

Company is and shall remain an independent Company and is not an employee or agent of the Village. Services provided by Company shall be by vendors of said Company and nothing in this Agreement shall in any way be interpreted or construed to deem said vendor to be agents, employees, or representatives of the Village. Company shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Company and/or making sure that the vendors have up to date licenses and are in accordance to conduct business in the Village of Palmetto Bay.

Article 19 Assignment

The Company shall not assign, transfer, convey, sublet or otherwise dispose of this Contract, including any or all of its right, title or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the Village. The Company shall not assign, transfer or pledge any interest in this contract without the prior written consent of the Village; provided, however, that claims for money by the Company from the Village under this Contract may be assigned, transferred or pledged to a bank, trust company, or other financial institution without the Village's approval. Written notice of any assignment, transfer or pledge of funds shall be furnished within 10 days by the Company to the Village. None of the work or services under this Contract shall be subcontracted unless the Company obtains prior written consent from the Village. Approved subcontractors shall be subject to each provision of this Contract and the Company shall be responsible and indemnify the Village for all subcontractors' acts, errors or omissions.

Article 20 Prohibition Against Contingent Fees

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

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Article 21 Attorneys Fees

Should any dispute arise hereunder, the Village shall be entitled to recover against the Company all costs, expenses and attorney's fees incurred by the Village in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions. Neither party shall be entitled to prejudgment interest.

Article 22 Conflict of Interest

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 herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 25 Captions and Paragraph Headings

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

ES_____

CC_____



Article 26 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 27 Counterparts

This Agreement 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 agreement.

Article 28 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

Article 29 Jurisdiction And Venue

For the purposes of this contract, Florida law shall govern the terms of this contract. Venue shall be in Miami-Dade County, Florida.

Article 30 Sovereign Immunity And Attorney's Fees.

The Village does not waive sovereign immunity under 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 any state or federal administrative, circuit court and appellate court proceedings. In the event of any litigation arising out of this agreement or project agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

ES_____

CC_____



Article 31 Permits, Licenses and Filing Fees

The Company shall procure all permits and licenses, pay all charges and fees, and file all notices as they pertain to the completion of the Company's work.

Article 32 Safety Provisions

The Company shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Article 33 Public and Employee Safety

Whenever the Company's operations create a condition hazardous to the public or Village employees, it shall, at its expense and without cost to the Village, furnish, erect and maintain such fences, temporary railings, barricades, lights, signs and other devices and take such other protective measures as are necessary to prevent accidents or damage or injury to the public and employees.

Article 34 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 facilities shall be replaced or restored to a condition as good as when the Company began work.

Article 35 Immigration Act of 1986

The Company warrants on behalf of itself and all sub-Companies engaged for 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 hereunder.

ES_____

CC_____



Article 36 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 hired vendors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.

Article 37 Accuracy of Specifications

The specifications for these services are believed by the Village to be accurate and to contain no affirmative misrepresentation or any concealment of fact. The Company is cautioned to undertake an independent analysis of any test results in the specifications, as Village does not guaranty the accuracy of its interpretation of test results contained in the specifications package. In preparing its proposal, the Company in its proposal shall bear sole responsibility for proposal preparation errors resulting from any misstatements or omissions in the specifications that could easily have been ascertained by examining either the project site or accurate test data in the Village's possession. Although the effect of ambiguities or defects in the specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of Company to inquire prior to proposal submittal. Failure to so inquire shall cause any such ambiguity or defect to be construed against the Company. An ambiguity or defect shall be considered patent if it is of such a nature that the Company, assuming reasonable skill, ability and diligence on its part, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the Company to notify Village in writing of specification defects or ambiguities prior to proposal submittal shall waive any right to assert said defects or ambiguities subsequent to submittal of the proposal.

To the extent that these specifications constitute performance specifications, the Village shall not be liable for costs incurred by the successful Company to achieve the project's objective or standard beyond the amounts provided therefore in the proposal.

ES_____

CC_____



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, Company shall immediately notify the Village in writing, and the Company and all sub-vendors shall continue to perform, irrespective of whether or not the ambiguity or defect is major, material, minor or trivial, and irrespective of whether or not a change order, time extension, or additional compensation has been granted by Village. Failure to provide the hereinbefore described written notice within one (1) working day of Company's becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

Article 38 Warranty Of Authority

The signatories to this contract warrant that they are duly authorized by action of their respective Village commission, board of directors or other Village to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this contract.

Article 39 Miscellaneous Provision

In the event a court must interpret any word or provision of this agreement, the word or provision shall not be construed against either party by reason of drafting or negotiating this agreement.

Article 40 Rights

The Village of Palmetto Bay shall have the rights to renew agreement, terminate agreement relocate venue and change the time of the event. All these actions will be addressed to the Company 30 days in advance.

ES_____

CC_____



Article 41 Liquidated Damages

Unless otherwise excused by the Village in writing, in the event that the Company fails to meet the expectations provided in the UP Section 2. Scope of Services on this agreement and services as determined by the Village, the Company will be subjected to contract agreement cancelation and be required to pay the Village for damages that this cancellation might cause.

All limitations of time set forth in this agreement are of the essence.

(Continuation on next page)

ES_____

CC_____



IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

OWNER

Village of Palmetto Bay

ADDRESS

9705 E. Hibiscus Street
Palmetto Bay, FL 33157

BY _____
Edward Silva

Print Name

Village Manager
Village of Palmetto Bay

ATTEST

Missel Arocha
Village Clerk

APPROVED AS TO FORM BY

Dexter W. Lehtinen
Village Attorney

COMPANY

A-Trend LLC

ADDRESS

9611 Bahama Drive
Cutler Bay, Florida

BY _____
Cecelia A. Camp

Print Name

President.
A-Trend LLC

Witness

Print Name



UNSOLICITED PROPOSAL REQUIREMENTS

Village of Palmetto Bay
9705 East Hibiscus Street

TITLE:

Notice of Receipt – Unsolicited Proposal for **Coral Reef Park – Farmers Market**

UP NO.:

1516-12-006

DUE DATE:

Monday, August 22nd. 2016 at 3:00pm (Municipal Building)

ISSUED:

Friday, July 22nd. 2016

ISSUED BY:

Procurement Specialist
Litsy C. Pittser
Procurement Division
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157
305-259-1234
LPittser@palmettobay-fl.gov

**VILLAGE OF PALMETTO BAY
PUBLIC NOTICE
Notice of Unsolicited Proposal**

**Coral Reef Park – Farmers Market
UP No. 1516-12-006**

NOTICE IS HEREBY GIVEN that the Village of Palmetto Bay, Florida, a Municipal corporation of the State of Florida, has received an unsolicited proposal from a qualified firm and will accept alternative proposals for the these Services until August 22nd 2016 by no later than 3:00pm EDST.

Persons or entities wishing to submit alternative proposals for the Services (“Proposers”) may do so by delivering sealed proposals to: Village of Palmetto Bay, Procurement Department, Attn: Litsy C. Pittser, 9705 E. Hibiscus Street, Palmetto Bay, Florida 33157. Each sealed proposal submitted should be clearly marked on the outside: “Sealed Proposal – Coral Reef Park – Farmers Market”

All proposals must be timely submitted no later than 3:00 pm Monday, August 22, 2016, together with the additional submission requirements required by the Village of Palmetto Bay, as provided in the documents located on the Village’s website, as noted below. Any proposal received after 3:00 pm on August 22nd, 2016 will not be opened nor considered. Responsibility for submitting timely proposals rests solely with Proposers; the Village will not be responsible for any delays caused by mail, courier service or other occurrence.

Proposals will be ranked by order of preference by the Village, which include but are not limited to, professional qualifications to manage a farmers market, experience in the industry, marketability of the service, days and hours of operation etc....Download the documents by going to our website www.palmettobay-fl.gov, on the right hand side of the webpage, under “Information”, select “Bids & RFPs”. Click Vendor Registration to register in the Village’s system. Under “Quick Links” on the “Bids & RFPs” page, click the “Open RFPs/Bids/RFQs” to download the document. You will be notified of any addenda to the document, which will be downloadable from the website.

The Village reserves the right to reject any or all proposals, to award and negotiate a comprehensive agreement with the firm whose proposal best serves the interest of the Village. Nothing contained herein shall be interpreted as an obligation or binding agreement by the Village regarding the Services.

The Village’s Cone of Silence shall be in effect during the procurement process in accordance with Section 2-138 of the Village of Palmetto Bay Code. All communications regarding the Project shall be addressed in writing via email to Lpittser@palmettobay-fl.gov; Litsy C. Pittser., Procurement Specialist.

All proposals received in response to this Notice will become the property of the Village of Palmetto Bay and will not be returned. Such proposals and related information shall be subject to applicable provisions of the Florida Public Records Law.

SECTION 100 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Proposal Requirements Document (UP) is issued by the Village of Palmetto Bay, Florida (the “Village”), notifying interested parties that it has received an unsolicited proposal for the introduction of a Farmers Market at Coral Reef Park. The Village of Palmetto Bay (the “Village”) will accept other Proposals from qualified firms or individuals to deliver the Services and Management in accordance with the specifications set forth in this UP (“Proposals”).

All correspondence to this unsolicited 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. The Village of Palmetto Bay would like to extend to its residents the benefits for a farmers market. Where not only they can come to Coral Reef Park and play but also be able to have the opportunity to buy fresh organic vegetables and artisan goods and be able to create a social gathering within its neighbors and community.

3. SCOPE. The scope for the Proposer will contemplate a complete management and operations of the farmers market to include and are not limited to:

- The proposer has the responsibility to recruit and staff the Farmers Market event.
- All licenses and permits from its vendors will fall under the Proposers responsibility to keep record.
- Proposer will have the responsibility to allocate the vendor booths to cover the specified location on (Exhibit 1).
- Proposers will have the responsibility to make sure that the vendors are in good behavior and dress appropriately with shirts on at all times. No alcoholic beverages by vendors are allowed.
- Proposers will have the responsibility that at the end of the event, all waste is picked up by its vendors and hauled away leaving no trace.
- Any sales tax incurred through the sale of goods will not be the responsibility of Palmetto Bay; the Village will solely rent out the space to conduct the farmers market.
- The Proposer is responsible to verify that their hired vendor carries their own general liability insurance which will cover property damage, personal injury and product liability.
- There will be no Styrofoam products used or sold.
- Market Manager must be on site at all times during the Farmers Market operation.
- Proposer will be responsible for their own signage
- Weather conditions will be the Proposers responsibility to give direction to its Vendors as to when to shut down due to strong rains and/or lightning.

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- The Village will receive compensation monthly for the rental of the space provided to the Proposer to hold the Farmers Market.

Village will be providing the following:

- The area where the Farmers Market will take place.
- Parking for vendors and residents

4. PROPOSAL DUE DATE. Proposals are to be received on or before 3:00 p.m. on August 22nd, 2016. Any Proposal received after the deadline established for receipt of Proposals will be considered late and will not be accepted or will be returned to Proposer unopened. The Village does not accept responsibility for any delays caused by mail, courier service or other occurrence.

5. PROCUREMENT CONTACT. Any questions or clarifications concerning this solicitation shall be submitted to the Procurement Contact noted below:

Procurement Contact:
Litsy C. Pittser

Telephone:
305-259-1234

Email:
LPittser@Palmettobay-fl.gov

The Unsolicited Proposal (UP) title/number shall be referenced on all correspondence. All questions or requests for clarification must be received no later than fifteen (15) calendar days prior to the date Proposals are due. All responses to questions/clarifications will be sent to all prospective Proposers in the form of an addendum.

8. DETERMINATION OF AWARD. Proposals will be ranked in order of preference by the Village. In ranking the proposals, the Village will consider professional experience in managing the operations of a farmers market, the marketing methodology of the Proposer and the rental fees to the Village and any other considerations identified in this (UP).

- (1) General rules established by the Proposer to the Vendors
- (2) Application Process for the Vendors
- (3) Requirements for edible food vending
- (4) Process of Vendor allocation based on (Exhibit 1)
- (5) Will there be music or entertainment (optional)

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9. TERM. The term of the agreement will commence at the date of signage of all parties “Village” and “Proposer” and continue for (2) two years with two (2) one (1) year options to renew. At the end of the two (2) years, the extensions will be at the sole discretion and decision of the Village and Proposer.

9.1 TERMS OF PAYMENT. The Proposer will pay the Village for the rental of the assigned space allocated to the Farmers Market. Payment will be received at the beginning of the month and be sent to:

Village of Palmetto Bay
Fanny Carmona, Director
Parks and Recreation
9705 E. Hibiscus Street
Palmetto Bay, Florida 33157

10. 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?nodeId=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 vendor, service provider, Contractor, lobbyist, or Contractor and the Procurement Specialist named herein Contractor solicitation is exempt from the Contractor Cone of Silence, provided that the communication is limited strictly to matters of process or procedure already contained in the solicitation document.

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.

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 Proposer is awarded.

13. Property of the Village

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

14. Litigation

All Proposers 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 Proposer, any of its vendors has been involved in within the last three (3) years.

15. Sub-Contractor

If any Proposer submitting a proposal intends on sub-contracting out all or any portion of the engagement, that fact, and the name of the proposed sub-contracting Contractor(s) must be clearly disclosed in the proposal. Following the award of the contract, no additional sub-contracting will be allowed without the prior written consent of the Village of Palmetto Bay.

16. Indemnification

The Proposer 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 agreement by the Proposer or its employees, agents, servants, partners, principals or sub-contractor. The Proposer 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 Proposer expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Proposer 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.

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17. Quality/Service

All services rendered on this UP will be to the highest quality of professionalism, sportsmanship and integrity as to not tarnish the image of the Village of Palmetto Bay and its residents.

18. Protests, Appeals and Disputes

The procedures and requirements for bid 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_ordinances?nodeId=COOR_CH2AD_ARTVIFI_DIV2PRCO_S2-175PRPR

19. Force Majeure

The performance of any act by the Village or Proposer 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, and rebellion. If the condition of force majeure exceeds a period of 120 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

20. Work Delays

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21. PROPOSER’S RESPONSIBILITY. Before submitting a response, each Proposer shall be solely responsible for making any and all investigations, evaluations, and examinations, as it deems necessary, to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions and requirements, and/or failure to make such evaluations, investigations, and examinations, will not relieve the Proposer from any obligation to comply with every detail and with all provisions and requirements of the contract, and will not be accepted as a basis for any subsequent claim whatsoever for any monetary consideration on the part of the Proposer.

22. COSTS INCURRED BY PROPOSERS. All expenses involved with the preparation and submission of Proposals, or any work performed in connection therewith, shall be the sole responsibility (and shall be at the sole cost and expense) of the Proposer, and shall not be reimbursed by the Village.

23. RELATIONSHIP TO THE VILLAGE. It is the intent of the Village, and Proposers hereby acknowledge and agree, that the successful Proposer is considered to be an independent contractor, and that neither the Proposer, nor the Proposer’s employees, agents, and/or contractors, shall, under any circumstances, be considered employees or agents of the Village.

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24. MISTAKES. Proposers are expected to examine the terms, conditions, specifications, delivery schedules, proposed pricing, and all instructions pertaining to the goods and services relative to this UP. Failure to do so will be at the Proposer's risk and may result in the Proposal being non-responsive.

25. DEFAULT: Failure or refusal of the selected Proposer to execute a contract following approval of such contract by the Village Council, or untimely withdrawal of a response before such award is made and approved, may result in a claim for damages by the Village and may be grounds for removing the Proposer from the Village of Palmetto Bay's vendor list.

26. MANNER OF PERFORMANCE. Proposer agrees to perform its duties and obligations in a professional manner and in accordance with all applicable Local, State, County, and Federal laws, rules, regulations and codes. Lack of knowledge or ignorance by the Proposer with/of applicable laws will in no way be a cause for relief from responsibility. Proposer agrees that the services provided shall be provided by employees that are educated, trained, experienced, certified, and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish to the Village any and all documentation, certification, authorization, license, permit, or registration currently required by applicable laws, rules, and regulations. Proposer further certifies that it and its employees will keep all licenses, permits, registrations, authorizations, or certifications required by applicable laws or regulations in full force and effect during the term of this contract. Failure of Proposer to comply with this paragraph shall constitute a material breach of this contract.

27. SPECIAL CONDITIONS. Any and all Special Conditions that may vary from these General Terms and Conditions shall have precedence.

28. DEMONSTRATION OF COMPETENCY. The Village may consider any evidence available regarding the financial, technical, and other qualifications and abilities of a Proposer, including past performance (experience) in making an award that is in the best interest of the Village.

29. ASSIGNMENT. The successful Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract, including any or all of its right, title or interest therein, or his/her power to execute such contract, to any person, company or corporation, without the prior written consent of the Village.

30. LAWS, PERMITS AND REGULATIONS. The Proposer shall obtain and pay for all licenses, permits, required to complete the work and shall comply with all applicable laws.

31. CONFLICT OF INTEREST. All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Palmetto Bay. Further, all Proposers must disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

32. MODIFICATION/WITHDRAWALS OF PROPOSALS. A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date and time. Modifications received after the Proposal due date and time will not be considered. Letters of withdrawal received after the Proposal due date and before said expiration date, and letters of withdrawal received after contract award will not be considered.

33. EXCEPTIONS TO THE UNSOLICITED PROPOSAL (UP). Proposers must clearly indicate any exceptions they wish to take to any of the terms in this (UP), and outline what, if any, alternative is being offered. All exceptions and alternatives shall be included and clearly delineated, in writing, in the Proposal. The Village, at its sole and absolute discretion, may accept or reject any or all exceptions and alternatives. In cases in which exceptions and alternatives are rejected, the Village shall require the Proposer to comply with the particular term and/or condition of the Unsolicited Proposal to which Proposer took exception to (as said term and/or condition was originally set forth on the (UP)).

34. SUPPLEMENTAL INFORMATION. Village reserves the right to request supplemental information from Proposers at any time during the (UP) solicitation process, unless otherwise noted herein.

35. NO WARRANTIES OR REPRESENTATIONS BY THE VILLAGE. Any information provided by the Village under this (UP) is solely to provide background information for the convenience of the Proposers. The Village makes no representations or warranties, express or implied, of any kind whatsoever with respect to any of the matters identified in this (UP).

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SECTION 200

PROPOSAL SUBMITTAL INSTRUCTIONS AND FORMAT

- 1. PROPOSAL FORMAT.** In order to maintain comparability and facilitate the review process in reviewing the Proposals, it is strongly recommended that Proposals be organized and tabbed in accordance with the sections and manner specified below. Hard copy submittal should be tabbed as enumerated below and contain a table of contents with page references. Electronic copies should also be tabbed and contain a table of contents with page references. Proposer shall furnish (1) original (3) sets and (1) identical electronic file either CD or USB Flash Drive.

TAB 1

Executive Summary, Forms & Compliance with Minimum Requirements
(4 page limit)

- 1. Cover Page, Letter, and Table of Contents.** The cover letter must indicate Prime Proposer and be signed by same.
- 2. Required Forms.** Provide Certification, Questionnaire & Requirements Affidavit (Appendix A). Attach Appendix A fully completed and executed. The Certification, Questionnaire & Requirements Affidavit (Appendix A) must be signed by the Prime Respondent.
- 3. Minimum Requirements.** Submit verifiable information documenting compliance with each of the Minimum Requirements in Section 100.

TAB 2

Experience and Qualifications of Proposer

- 1. Qualifications of Proposer.** Submit detailed information regarding the Proposer and their experience with Managing and Operating a Farmers Market.
 - a. Company Information.** Provide background information, including company history/organizational structure, years in business for Proposer.
 - b. Experience and Qualifications as a Management and Operational Company to execute a Farmers Market.** Provide a history of management and operating same or similar type of venue.

(1) Fees to be received by the Village for providing their part of the Scope.

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SECTION 300

PROPOSAL EVALUATION

1. Evaluation. An Evaluation Committee, appointed by the Village Manager, shall evaluate and rank each Proposal independently in accordance with the requirements set forth in this (UP). If the Village desires further information, Proposers may be requested to make additional written submissions of a clarifying nature to the Evaluation Committee.

SITE MAP OF FARMERS MARKET

EXHIBIT 1

(FILE LOCATED ON WEBSITE)

APPENDIX A



Proposal Certification, Questionnaire & Requirements Affidavit

UP 1516-12-006

Notice of Receipt
of Unsolicited Proposal and Request for Alternative Proposals
for
Coral Reef Park – Farmers Market
Village of Palmetto Bay

PROCUREMENT OFFICE
9705 E. HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157
ES _____
CC _____

Solicitation No: UP 1516-12-006		Solicitation Title: Notice of Receipt of Unsolicited Proposal and Request for Coral Reef Park – Farmers Market	
Procurement Contact: Litsy C. Pittser		Tel: 305-259-1234	Email: LPittser@Palmettobay-fl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME:	
No of Years in Business:	No of Years in Business Locally:
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS:	
FIRM PRIMARY ADDRESS (HEADQUARTERS):	
CITY:	
STATE:	ZIP CODE:
TELEPHONE NO.:	
TOLL FREE NO.:	
FAX NO.:	
FIRM LOCAL ADDRESS:	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT:	
ACCOUNT REP TELEPHONE NO.:	
ACCOUNT REP TOLL FREE NO.:	
ACCOUNT REP EMAIL:	
FEDERAL TAX IDENTIFICATION NO.:	

The Village reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the Village deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?
 YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Palmetto Bay. Further, all Proposers must disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Palmetto Bay. Proposers must also disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **Suspension, Debarment or Contract Cancellation.** The Proposer and each Lead Team Participant must not have been indicted, disqualified, debarred, or suspended from the performance of any work for any federal, state or local government in the United States in the last seven (7) years, or removed via contract cancellation due to non-performance of work for any federal, state or local government in the United States in the last seven (7) years. Has Proposer or Lead Team Participant ever been indicted, disqualified, removed, debarred or suspended, or had a contract cancelled due to non-performance by any public sector agency?
 YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

- 5. **Code of Business Ethics.** Pursuant to 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. , each person or entity that seeks to do business with the Village shall adopt a Code of Business Ethics ("Code") and submit that Code to the Office of Procurement with its Proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the Village of Palmetto Bay and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the Village of Palmetto bay Code of Ethics.

- 6. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

- 7. **Litigation History.** Has Proposer or any of its employee's or principal have (relating to professional endeavors only) been the subject of any claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years.

YES NO

SUBMITTAL REQUIREMENT: If yes, list all case names; case, arbitration or hearing identification numbers; the name of the Service over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

- 8. **Bankruptcy.** Has the Proposer filed any bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

YES NO

ES _____
CC _____

SUBMITTAL REQUIREMENT: If yes, list and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

9. **Principals.** Provide the names of all individuals or entities with a controlling financial interest to the Proposer. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

10. Surety Companies. Has a surety company ever intervened to assist a governmental agency or other client of the Proposer completing work that the Proposer or Lead Contractor failed to complete? NOT APPLICABLE

YES NO

SUBMITTAL REQUIREMENT: If yes, submit owner names, addresses and telephone numbers, and surety and Service names, for all Services for which you have performed work, where your surety has intervened to assist in completion of the Service, whether or not a claim was made.

11. Has Proposer or Lead Team Participants ever failed to complete performance of a contract? If so, where and why? NOT APPLICABLE

YES NO

12. **Acknowledgement of Addendum.** After issuance of solicitation, the Village may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The Village will strive to reach every Proposer having received solicitation through the procurement office. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the Village pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendums may result in Proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the Village of Palmetto Bay (the "Village") for the recipient's convenience. Any action taken by the Village in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the Village.

In its sole discretion, the Village may withdraw the solicitation either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the Village may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the Village in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure that the information contained herein is accurate and complete. The Village does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with Village officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the Village without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the Village or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The Village shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the Village pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The Village and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the Village for any reason, or for no reason, without any resultant liability to the Village.

The Village is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed Proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the Village shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the Village has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the Village of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final unappealable judgment by a court of competent jurisdiction which imposes on the Village any liability arising out of this solicitation, or any response thereto, or any action or inaction by the Village with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the Village.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's Proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of Proposal submitted; Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative:	Title of Proposer's Authorized Representative:
Signature of Proposer's Authorized Representative:	Date:

State of FLORIDA)
)
 County of _____)
 of _____, a corporation, and that the instrument was signed in behalf of
 the said corporation by authority of its board of directors and acknowledged said
 instrument to be its voluntary act and deed. Before me:

 Notary Public for the State of Florida
 My Commission Expires: _____.

ES _____
 CC _____

PROPOSAL
FOR OPERATION OF
CORAL REEF PARK FARMER'S MARKET
FOR THE VILLAGE OF PALMETTO BAY

UP NO: 1516-12-006

SECTION 100 INSTRUCTIONS TO RESPONDENTS & GENERAL CONDITIONS

1. GENERAL. This Proposal Requirements Document (UP) is issued by the Village of Palmetto Bay, Florida (the “Village”), notifying interested parties that it has received an unsolicited proposal for the introduction of a Farmers Market at Coral Reef Park. The Village of Palmetto Bay (the “Village”) will accept other Proposals from qualified firms or individuals to deliver the Services and Management in accordance with the specifications set forth in this UP (“Proposals”).

All correspondence to this unsolicited 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. The Village of Palmetto Bay would like to extend to its residents the benefits for a farmers market. Where not only they can come to Coral Reef Park and play but also be able to have the opportunity to buy fresh organic vegetables and artisan goods and be able to create a social gathering within its neighbors and community.

3. SCOPE. The scope for the Proposer will contemplate a complete management and operations of the farmers market to include and are not limited to:

- The proposer has the responsibility to recruit and staff the Farmers Market event. - pg. 3
- All licenses and permits from its vendors will fall under the Proposers responsibility to keep record. pg. 4
- Proposer will have the responsibility to allocate the vendor booths to cover the specified location on (Exhibit 1). pg. 11
- Proposers will have the responsibility to make sure that the vendors are in good behavior and dress appropriately with shirts on at all times. No alcoholic beverages by vendors are allowed. pg. 11
- Proposers will have the responsibility that at the end of the event, all waste is picked up by its vendors and hauled away leaving no trace. - pg. 17
- Any sales tax incurred through the sale of goods will not be the responsibility of Palmetto Bay; the Village will solely rent out the space to conduct the farmers market.
- The Proposer is responsible to verify that their hired vendor carries their own general liability insurance which will cover property damage, personal injury and product liability. pg. 4
- There will be no Styrofoam products used or sold. - pg. 6
- Market Manager must be on site at all times during the Farmers Market operation.
- Proposer will be responsible for their own signage Budget - pg. 18
- Weather conditions will be the Proposers responsibility to give direction to its Vendors as to when to shut down due to strong rains and/or lightning. pg. 8
- The Village will receive compensation monthly for the rental of the space provided to the Proposer to hold the Farmers Market. pg. 18

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TAB 1

COVER LETTER

The Village of Palmetto Bay

Proposal for Operation of Farmers Market

I would like to submit a Proposal for the Operation of a Farmers Market in the Village of Palmetto Bay. Operating Sundays, 8-2 from September through mid-June (Summers are too hot, local produce availability declines & families are traveling & vacationing). Ideally, I feel that the best location for the Market would be at Coral Reef Park, based on visibility, availability and space for the market as well as parking.

My goal is to create a green sustainable market that genuinely reflects the values and priorities of the community. My competitive advantage is the experience I have gained as a market vendor at many other markets for the last six years (detailed in my resume). I know the challenges vendors face and the nature of the market, giving me an inside view of how a market should be run. I know Palmetto Bay and the Village's aspirations for sustainability and a green existence as well as the community's desire to contribute to this goal. With that collaborative effort in mind, I have assembled a variety of vendors that are excited about moving forward to implement greener practices and nurturing a community and healthy environment at the Market. The ground work for the Market has already been laid and the primary objectives have been met.

- Offering the community members an opportunity to purchase locally grown produce and other artisan goods
- Providing farmers an opportunity to sell their products locally
- Providing local businesses and artisans the opportunity to participate in the community
- Creating a social gathering place for the community
- Highlighting the character of Palmetto Bay with emphasis on sustainable environmental practices
- Providing a mix of vendors and farmers that will reach all aspects of the local marketplace and appeal to adults and children
- Providing a booth for non-profits to develop awareness of their organization

If given the opportunity, I would build on the foundation that has already been set in place. Areas that I would concentrate further on would be:

- a.) Providing a mix of vendors – Due diligence must be done to ensure that we have the best cross-section of vendors without duplication to the point that one vendor might encroach on another’s livelihood.
- b.) Creating a social gathering place for the community – to enhance the Market experience I would like to create seating space (tables, chairs & umbrellas) and part two of the social aspect, I would like to bring in a variety of musicians to provide a nice backdrop and give it a more festive atmosphere. I believe that youth groups, UM musical groups and other local musicians could be obtained with little or no cost.
- c.) I have established a Palmetto Bay Farmer’s Market Facebook page, I feel that it is an ideal format for reaching a multitude of prospective patrons within the Village of Palmetto Bay and surrounding communities.
 - Once the Market is established, pictures of the Market would be posted on the Facebook page and each week one vendor would be selected to be highlighted.
 - A Vendor Application link would also be posted on Facebook

Going forward I would also like to develop an area for workshops - - cooking, gardening, etc. utilizing the products sold at the market in collaboration with local restaurants.

I have many other ideas for the making of a successful market. I feel that the Palmetto Bay Farmer’s Market is, and should be a “family” as well as an integral part of the community. I am part of that family and I have a great relationship with all of the members. I know what it takes to keep the vendors as well as the customers happy and would welcome the opportunity to be able to make The Palmetto Bay Farmer’s Market the best market that I have ever had the pleasure of working with.

I look forward to an opportunity to meet with you and discuss in detail my vision for the Market and welcome input from the Village of Palmetto Bay to guarantee the success of the Market.

Cecelia A. Camp, President
A-Trend, LLC
9611 Bahama Drive
Cutler Bay, FL
305-431-8220
pbfarmersmkt@bellsouth.net

Cecelia A. Camp - Proposer

APPENDIX A

**PROPOSAL CERTIFICATION, QUESTIONNAIRE &
REQUIREMENTS AFFIDAVIT**

APPENDIX A



Proposal Certification, Questionnaire & Requirements Affidavit

UP 1516-12-006

Notice of Receipt
of Unsolicited Proposal and Request for Alternative Proposals
for
Coral Reef Park – Farmers Market
Village of Palmetto Bay

PROCUREMENT OFFICE
9705 E. HIBISCUS STREET
PALMETTO BAY, FLORIDA 33157

Solicitation No: UP 1516-12-006	Solicitation Title: - Notice of Receipt of Unsolicited Proposal and Request for Coral Reef Park – Farmers Market	
Procurement Contact: Litsy C. Pittser	Tel: 305-259-1234	Email: LPittser@Palmettobay-fl.gov

PROPOSAL CERTIFICATION, QUESTIONNAIRE & REQUIREMENTS AFFIDAVIT

Purpose: The purpose of this Proposal Certification, Questionnaire and Requirements Affidavit Form is to inform prospective Proposers of certain solicitation and contractual requirements, and to collect necessary information from Proposers in order that certain portions of responsiveness, responsibility and other determining factors and compliance with requirements may be evaluated. **This Proposal Certification, Questionnaire and Requirements Affidavit Form is a REQUIRED FORM that must be submitted fully completed and executed.**

1. General Proposer Information.

FIRM NAME: A-Trend, LLC	
No of Years in Business: 0 - Newly formed company	No of Years in Business Locally: 0 - Newly formed company
OTHER NAME(S) PROPOSER HAS OPERATED UNDER IN THE LAST 10 YEARS: Flo's Country Kettle Corn	
FIRM PRIMARY ADDRESS (HEADQUARTERS): 9611 Bahama Drive	
CITY: Cutler Bay	
STATE: FL	ZIP CODE: 33189
TELEPHONE NO.: 305-431-8220	
TOLL FREE NO.: N/A	
FAX NO.: 305-234-3394	
FIRM LOCAL ADDRESS: Same as above	
CITY:	
STATE:	ZIP CODE:
PRIMARY ACCOUNT REPRESENTATIVE FOR THIS ENGAGEMENT: Cecelia A. Camp	
ACCOUNT REP TELEPHONE NO.: 305-431-8220 / 786-303-1130	
ACCOUNT REP TOLL FREE NO.: N/A	
ACCOUNT REP EMAIL: Pbfarmersmkt@bellsouth.net	
FEDERAL TAX IDENTIFICATION NO.: 81-3497042	

The Village reserves the right to seek additional information from Proposer or other source(s), including but not limited to: any firm or principal information, applicable licensure, resumes of relevant individuals, client information, financial information, or any information the Village deems necessary to evaluate the capacity of the Proposer to perform in accordance with contract requirements.

1. **Veteran Owned Business.** Is Proposer claiming a veteran owned business status?

YES NO

SUBMITTAL REQUIREMENT: Proposers claiming veteran owned business status shall submit a documentation proving that firm is certified as a veteran-owned business or a service-disabled veteran owned business by the State of Florida or United States federal government, as required pursuant to ordinance 2011-3748.

2. **Conflict Of Interest.** All Proposers must disclose, in their Proposal, the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Palmetto Bay. Further, all Proposers must disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates.

SUBMITTAL REQUIREMENT: Proposers must disclose the name(s) of any officer, director, agent, or immediate family member (spouse, parent, sibling, and child) who is also an employee of the Village of Palmetto Bay. Proposers must also disclose the name of any Village employee who owns, either directly or indirectly, an interest of ten (10%) percent or more in the Proposer entity or any of its affiliates

3. **Suspension, Debarment or Contract Cancellation.** The Proposer and each Lead Team Participant must not have been indicted, disqualified, debarred, or suspended from the performance of any work for any federal, state or local government in the United States in the last seven (7) years, or removed via contract cancellation due to non-performance of work for any federal, state or local government in the United States in the last seven (7) years. Has Proposer or Lead Team Participant ever been indicted, disqualified, removed, debarred or suspended, or had a contract cancelled due to non-performance by any public sector agency?

YES NO

SUBMITTAL REQUIREMENT: If answer to above is "YES," Proposer shall submit a statement detailing the reasons that led to action(s).

5. **Code of Business Ethics.** Pursuant to 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. , each person or entity that seeks to do business with the Village shall adopt a Code of Business Ethics ("Code") and submit that Code to the Office of Procurement with its Proposal/response or within five (5) days upon receipt of request. The Code shall, at a minimum, require the Proposer, to comply with all applicable governmental rules and regulations including, among others, the conflict of interest, lobbying and ethics provision of the Village of Palmetto Bay and Miami Dade County.

SUBMITTAL REQUIREMENT: Proposer shall submit firm's Code of Business Ethics. In lieu of submitting Code of Business Ethics, Proposer may submit a statement indicating that it will adopt, as required in the ordinance, the Village of Palmetto bay Code of Ethics.

6. **Public Entity Crimes.** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal, Proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Proposal, Proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals, Proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

SUBMITTAL REQUIREMENT: No additional submittal is required. By virtue of executing this affidavit document, Proposer agrees with the requirements of Section 287.133, Florida Statutes, and certifies it has not been placed on convicted vendor list.

7. **Litigation History.** Has Proposer or any of its employee's or principal have (relating to professional endeavors only) been the subject of any claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organization(s) during the last five (5) years.

YES NO

SUBMITTAL REQUIREMENT: If yes, list all case names; case, arbitration or hearing identification numbers; the name of the Service over which the dispute arose; a description of the subject matter of the dispute; and the final outcome of the claim.

8. **Bankruptcy.** Has the Proposer filed any bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

YES NO

SUBMITTAL REQUIREMENT: If yes, list and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

9. **Principals.** Provide the names of all individuals or entities with a controlling financial interest to the Proposer. The term "controlling financial interest" shall mean the ownership, directly or indirectly, of 10% or more of the outstanding capital stock in any corporation or a direct or indirect interest of 10% or more in a firm. The term "firm" shall mean any corporation, partnership, business trust or any legal entity other than a natural person.

10. **Surety Companies.** Has a surety company ever intervened to assist a governmental agency or other client of the Proposer completing work that the Proposer or Lead Contractor failed to complete? NOT APPLICABLE

YES NO

SUBMITTAL REQUIREMENT: If yes, submit owner names, addresses and telephone numbers, and surety and Service names, for all Services for which you have performed work, where your surety has intervened to assist in completion of the Service, whether or not a claim was made.

11. Has Proposer or Lead Team Participants ever failed to complete performance of a contract? If so, where and why? NOT APPLICABLE

YES NO

12. **Acknowledgement of Addendum.** After issuance of solicitation, the Village may release one or more addendum to the solicitation which may provide additional information to Proposers or alter solicitation requirements. The Village will strive to reach every Proposer having received solicitation through the procurement office. However, Proposers are solely responsible for assuring they have received any and all addendum issued pursuant to solicitation. This Acknowledgement of Addendum section certifies that the Proposer has received all addendum released by the Village pursuant to this solicitation. Failure to obtain and acknowledge receipt of all addendums may result in Proposal disqualification.

Initial to Confirm Receipt		Initial to Confirm Receipt		Initial to Confirm Receipt	
	Addendum 1		Addendum 6		Addendum 11
	Addendum 2		Addendum 7		Addendum 12
	Addendum 3		Addendum 8		Addendum 13
	Addendum 4		Addendum 9		Addendum 14
	Addendum 5		Addendum 10		Addendum 15

If additional confirmation of addendum is required, submit under separate cover.

DISCLOSURE AND DISCLAIMER SECTION

The solicitation referenced herein is being furnished to the recipient by the Village of Palmetto Bay (the "Village") for the recipient's convenience. Any action taken by the Village in response to Proposals made pursuant to this solicitation, or in making any award, or in failing or refusing to make any award pursuant to such Proposals, or in cancelling awards, or in withdrawing or cancelling this solicitation, either before or after issuance of an award, shall be without any liability or obligation on the part of the Village.

In its sole discretion, the Village may withdraw the solicitation either before or after receiving Proposals, may accept or reject Proposals, and may accept Proposals which deviate from the solicitation, as it deems appropriate and in its best interest. In its sole discretion, the Village may determine the qualifications and acceptability of any party or parties submitting Proposals in response to this solicitation.

Following submission of a Proposal, the applicant agrees to deliver such further details, information and assurances, including financial and disclosure data, relating to the Proposal and the applicant including, without limitation, the applicant's affiliates, officers, directors, shareholders, partners and employees, as requested by the Village in its discretion.

The information contained herein is provided solely for the convenience of prospective Proposers. It is the responsibility of the recipient to assure that the information contained herein is accurate and complete. The Village does not provide any assurances as to the accuracy of any information in this solicitation.

Any reliance on these contents, or on any permitted communications with Village officials, shall be at the recipient's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses. The solicitation is being provided by the Village without any warranty or representation, express or implied, as to its content, its accuracy, or its completeness. No warranty or representation is made by the Village or its agents that any Proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The Village shall have no obligation or liability with respect to this solicitation, the selection and the award process, or whether any award will be made. Any recipient of this solicitation who responds hereto fully acknowledges all the provisions of this Disclosure and Disclaimer, is totally relying on this Disclosure and Disclaimer, and agrees to be bound by the terms hereof. Any Proposals submitted to the Village pursuant to this solicitation are submitted at the sole risk and responsibility of the party submitting such Proposal.

This solicitation is made subject to correction of errors, omissions, or withdrawal from the market without notice. Information is for guidance only, and does not constitute all or any part of an agreement.

The Village and all Proposers will be bound only as, if and when a Proposal (or Proposals), as same may be modified, and the applicable definitive agreements pertaining thereto, are approved and executed by the parties, and then only pursuant to the terms of the definitive agreements executed among the parties. Any response to this solicitation may be accepted or rejected by the Village for any reason, or for no reason, without any resultant liability to the Village.

The Village is governed by the Government-in-the-Sunshine Law, and all Proposals and supporting documents shall be subject to disclosure as required by such law. All Proposals shall be submitted in sealed Proposal form and shall remain confidential to the extent permitted by Florida Statutes, until the date and time selected for opening the responses. At that time, all documents received by the Village shall become public records.

Proposers are expected to make all disclosures and declarations as requested in this solicitation. By submission of a Proposal, the Proposer acknowledges and agrees that the Village has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information contained in the Proposal, and authorizes the release to the Village of any and all information sought in such inquiry or investigation. Each Proposer certifies that the information contained in the Proposal is true, accurate and complete, to the best of its knowledge, information, and belief.

Notwithstanding the foregoing or anything contained in the solicitation, all Proposers agree that in the event of a final un-appealable judgment by a court of competent jurisdiction which imposes on the Village any liability arising out of this solicitation, or any response thereto, or any action or inaction by the Village with respect thereto, such liability shall be limited to \$10,000.00 as agreed-upon and liquidated damages. The previous sentence, however, shall not be construed to circumvent any of the other provisions of this Disclosure and Disclaimer which imposes no liability on the Village.

In the event of any differences in language between this Disclosure and Disclaimer and the balance of the solicitation, it is understood that the provisions of this Disclosure and Disclaimer shall always govern. The solicitation and any disputes arising from the solicitation shall be governed by and construed in accordance with the laws of the State of Florida.

PROPOSER CERTIFICATION

I hereby certify that: I, as an authorized agent of the Proposer, am submitting the following information as my firm's Proposal; Proposer agrees to complete and unconditional acceptance of the terms and conditions of this document, inclusive of this solicitation, all attachments, exhibits and appendices and the contents of any Addenda released hereto, and the Disclosure and Disclaimer Statement; Proposer agrees to be bound to any and all specifications, terms and conditions contained in the solicitation, and any released Addenda and understand that the following are requirements of this solicitation and failure to comply will result in disqualification of Proposal submitted; Proposer has not divulged, discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer or party to any other Proposal; Proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this Proposal, inclusive of the Proposal Certification, Questionnaire and Requirements Affidavit are true and accurate.

Name of Proposer's Authorized Representative: <i>Cecilia A. Camp</i>	Title of Proposer's Authorized Representative: <i>President/owner</i>
Signature of Proposer's Authorized Representative: <i>Cecilia A. Camp</i>	Date: <i>8/12/14</i>

State of FLORIDA)
)
County of MIAMI DADE)
of A-TREND LLC, a corporation, and that the instrument was signed in behalf of the said corporation by authority of its board of directors and acknowledged said instrument to be its voluntary act and deed. Before me:

On this 12 day of AUGUST, 2014, personally appeared before me CELIA CAMP who stated that (s)he is the OWNER

[Signature] JON PATRICK IVINS
Notary Public for the State of Florida
My Commission Expires: _____



ES _____
CC _____

**MINIMUM REQUIREMENTS
VENDOR APPLICATION & VENDOR GUIDELINES**



FARMERS MARKET

APPLICATION & AGREEMENT

Applicant: _____

Address: _____

City: _____ State _____ Zip Code _____

Business Name: _____

State of Florida Sales Tax #: _____ (Copy Must Accompany Application)

Phone: _____ E-Mail _____

Fax: _____ Cell: _____

Merchandise to be sold: _____

I hereby agree to sell only such items which are listed on the application. I swear that all information is correct and complete. I hereby affirm that I have read the regulations and policies as outlined and agree to abide by all rules established for the operation of the market. I further acknowledge that I am an independent contractor and take full responsibility for all activities conducted and agree to hold harmless and indemnify The Village of Palmetto Bay from any and all liability arising from participation and sales in the market.

Name: _____ Signature: _____

Date: ____/____/____ Approved: _____

Note: Violation or falsification of any of the conditions set forth in this legal agreement will result in the immediate and permanent loss of permission to sell any product at any market sponsored by The Village of Palmetto Bay.

VENDOR APPLICATION

Vendors need to have their completed applications submitted via email or via mail by the Monday prior to market day.

A vendor application must be completed yearly. Application must be complete in all details and received by the application deadline accompanied by a minimum of one (1) non-returnable photo of the vendor tent/product.

Market Manager will evaluate and give preference to all completed applications based on the following:

- Local, county or state Grower or Food Processor
- Quality of items
- Overall appearance of the vendor tent

VENDOR GENERAL LIABILITY INSURANCE

Vendors need to carry their own liability insurance that covers property damage, personal injury and product liability in the amount of \$1,000,000, naming the Village of Palmetto Bay as additionally insured. Certificate of Liability must accompany the vendor application.

VENDOR LICENSING & PERMIT REQUIREMENTS

Vendors are required to supply copies of applicable licenses and permits.

Required:

- Occupational License
- Florida Annual Resale Certificate for Sales Tax
- Local County/City Business Tax Receipt (LBT)

Where Applicable:

- Certified Grower Certificate issued by University of Florida County Extension in the County(s) where your farm is located.
 - Florida State Health Permit to sell prepared foods from a commercial, licensed kitchen.
 - FDACS Permit-Florida Department of Agriculture – food permit for packaged, bakery, or seafood products.
 - DBPR License – Department of Business & Professional Regulations – for food on site.
 - Indicate Cottage Law if applicable.
-
- Please note that all required permits/licenses must be in place prior to the first Sunday of the Palmetto Bay Farmers Market.
 - Food vendors will not be permitted to open for business without all required permits/licenses.
 - Vendors are responsible for collecting their own sales tax.

VENDOR ELIGIBILITY

Selling privileges at Palmetto Bay Farmers Market are extended to bona fide growers, farmers, artisans and small businesses in the South Florida area.

The Market Management will determine the exact number of vendors per category. There is no exclusivity; however, products of the same type will be limited. The goal is to maximize the variety of products and competition

in the market to provide customers with a diverse selection of products, prices and personalities while balancing the need for individual vendors to profit.

▪ **FARMER ELIGIBILITY**

To qualify as a farmer and owner of a crop the following must apply:

- a) **PRODUCE FARMER:** Grower who produces fresh fruits, vegetables, nuts, or herbs must own, rent, lease or sharecrop the land AND practice the agricultural arts, i.e., she/he must grow from seeds, transplants or cutting. Grower must be responsible for all production operations.
- b) **PLANT PRODUCER/NURSERYMAN:** Grower who produces ornamental plants from seeds, cuttings or plants must have purchased them as seedlings and have sole ownership. Producer must grow seedlings for at least 3 weeks and plants for 3 months on the grower's own premises before they can be offered for sale. The grower must be the one responsible for all production and operations.

If you qualify as a grower, you must have a **VALID GROWER'S PERMIT** issued by the Agricultural Extension office in the county where the crops are grown and listing the crops grown on the permit. You may sell only those products listed on your grower's permit.

▪ **NON-FARMER ELIGIBILITY**

All other vendors (non-farmers) can qualify if they meet the requirements outlined in this package and also meet the following product eligibility requirements as listed in Product Eligibility section.

▪ **NON-PROFIT VENDOR**

A maximum of one space each Sunday will be made available, on a rotating basis, for **NON-PROFIT** organizations to use as an educational opportunity. These are spaces for cultural arts, human service, environmental, educational, health, or other approved organizations. Non-profit status must be on record including 501 (c)(3) number. Non-profit applications are available upon request.

• **VENDOR CONDUCT**

Vendors must wear shirts and shoes at all times in market area.

Vendors must always act professionally with customers. Market Management/staff and fellow vendors.

Failure to do so will result in termination of vendor participation in the market.

PRODUCT ELIGIBILITY

ONLY those products from the following categories will be allowed for sale:

- **PRODUCE RESELLERS** – Resellers with Florida produce.
- **BAKERY, BEVERAGE, CONFECTIONARY** – **FDACS permit required baked in approved facility.** Breads (natural, sour dough, specialty, ethnic, flatbreads, etc.), pastries, cookies, pies, cakes, tortes, bagels, muffins, candy, sweets, etc. Coffees, smoothies, fresh squeezed vegetable juices and teas.
- **CAFÉ & RESTAURANT** – **DBPR License required** Breakfast/lunch/snack menu that is fresh, healthy, low fat and high quality. The menu will be presented each season for review and vendor selection.
- **DAIRY, MEAT, POULTRY, SEAFOOD** – **FDACS permit required, approved source, country of origin labeling required by law** Local and imported cheese, specialty butter, cheese spreads, yogurt, ice cream; fresh, smoked and cured meat and poultry products (grass-fed and organic preference), deli, sausages; fresh seafood, fish and shellfish (frozen with permission and justification), no cutting on site.
- **EXOTICS, FLOWERS, ORCHIDS, PLANTS, TREES** – **FDACS Division of Plant Industry license** Tropical and fruit trees, fresh-cut flowers showing no deterioration or age, potted plants, fresh herbs.
- **FARMERS & GROWERS** – **FDACS permit may be required if packaged items sold** Preference will be given to organic, local county and state growers. Grade A quality produce only, including fresh squeezed juices processed by farm.
- **GOURMET & PROCESSED FOOD** – **FDACS permit required, manufactured in approved facility.** Pasta, sauce, ethnic specialties, jam, jelly, relish, mustard, dressing, salsa, infused vinegar, oil, olives, grains, beans, nuts, dried fruit, etc.

- **ALL NATURAL & HOME DÉCOR**

Products must be 100% all natural and handmade. Ie: Soy candles, soaps, oils, vases, bowls, etc.

- **NO SALES OF: ALCOHOLIC BEVERAGES, JEWELRY, CLOTHES**

Any vendor selling item(s) not listed here and not approved by Market Management must stop selling those item(s) immediately and/or can result in termination of vendor participation in the market. To add a product(s) during the season, please supply written notification to the Market Manager for review and approval PRIOR TO SELLING.

- Vendors are encouraged to use PET cups, biodegradable plates, utensils and food containers.
- There will be **no Styrofoam** products used or sold.
- Vendors are encouraged to use paper or biodegradable bags.
- All health regulation codes are to be adhered to for food storage, display, handling and serving (gloves in food handling, hats and hand washing supplies, food covered, and food products off the ground, etc.)
- Gloves and tongs **MUST** be used at all times for food handling.
- Hot items must be held above 135 degrees at all times.
- All unlabeled products need an ingredient listing available, if requested, e.g., bakery items.
- All products for human consumption must be covered, protected by a sneeze guard or wrapped as required by FDACS.

Signature

VENDOR AREA

- Vendors will be assigned a vendor space for the season. However, vendors may be subject to relocation. The Market Management will make every effort to keep all vendors at their assigned locations throughout the season. **ANY VENDOR MAY BE RELOCATED AT THE DISCRETION OF THE MARKET MANAGEMENT.**
- No subletting or sharing of space/tent is permitted.
- It is the vendor's responsibility to supply all tents (Preferably a WHITE TENT and tent weights are mandatory – minimum of four 20 lb. weights), tables, table-skirts, scales, display materials, at least one garbage can, garbage can liners, electrical cords, cash floats, etc.
- If it is determined by The Market Management that a vendor's display is detracting from the overall site presentation, a change or improvement will be required.
- Vendor's products and set-up must not be placed beyond tent space boundaries.
- Handwritten signs are not allowed.
- Products must have prices posted.
- Table coverings must reach the ground.
- Vendors are responsible for removal of all trash related to their tent.
- Vendors are not to use public trashcans.
- Scales for weighing must meet the standard of the Florida Department of Agriculture and Consumer Services, and be certified by FDACS Weights and Measures.
- All business transactions must take place within your tent space.
- Smoking is not allowed under tent or in market area.
- Alcoholic beverages or illegal drug consumption is not allowed in market/parking areas.

Please describe your setup: (tent, cart, umbrella, or other). Submit (1) non-returnable photograph.

Signature _____

ELECTRICITY

Electrical outlets are not available. Generators are permitted if you need power for your space, however, all generators must be of the SILENT type.

SET-UP/BREAKDOWN/CLEAN-UP

- SET-UP begins at 6:00 am
- Vehicles must be removed from market area by 7:30 am and parked.
- Every vendor **MUST** be completely set-up by 7:45 am
- BREAKDOWN starts at 2:00 pm
- Vendor must remain in vendor's tent until 2:00 pm, even if vendor sells out. Breakdown before 2:00 pm will result in termination of vendor participation in the market.
- Vehicles will not be allowed to enter market area for loading until 2:15 pm.
- Vendors **MUST** be broken down by 3:00 pm.
- CLEAN-UP -- All items brought by vendor must be removed by vendor. All debris, boxes, vegetables, food, flower trimmings, or other materials must be cleaned up and removed from the market site. NO produce, food, trash, etc., may be disposed of on site.
- Cleaning charges will be charged back to the vendor. Failure to comply with any of these clean-up policies will result in a \$20.00 fine per instance in addition to any cleaning fees, which must be paid before the next Sunday. Multiple fines will result in termination of vendor participation in the market.

CANCELLATION POLICY

- Market will open rain or shine. Discount or refund based on weather or market attendance will be determined by the Market Manager.
- The Market Management reserves the right to cancel any market due to tropical storms or hurricanes.
- All vendors must notify the Market Manager by Friday at 9:00 am (phone call/voice mail/email message is required) if vendor will not be able to attend that Sunday's market.
- Failure to provide notice of absence for two Sundays will result in loss of space, loss of fees paid in advance and possible termination of future participation.
- If a vendor cannot attend a market for which a payment has been made, and cancellation has been made 48 hours in advance, the Market Manager will transfer paid market fees to the next market date. Fees will be forfeited if cancellation is not made 48 hours in advance.
- **NO REIMBURSEMENT** will be made for fees paid if vendor decides to no longer participate in the market or whose participation in the market has resulted in termination.

Signature _____

Inclement Weather/Lightning Policy

In the event of inclement weather, park staff should inform all guests of the impending risk and suggest they take cover. Multi-purpose fields, playgrounds, basketball courts, batting cages, tennis courts and any other open area can and will be altered to maintain safety of park patrons and staff. If there is lightning in the area, staff shall follow the 30-30 rule stating if lightning is detected and thunder is heard 30 seconds or less, all activities will be suspended. If there is no thunder 30 minutes after last thunder is heard, all venues at risk will re-open. Any park patrons in open areas will be notified of risk and will be encouraged to take cover. Staff will monitor radars and weather bulleting to assist in assessing risk to patrons and co-workers and in making the call to re-open at risk.

VEHICLE REGULATIONS

- Vehicles must be removed from market area after unloading by 7:45 am and parked in vendor parking.
- Vehicles will not be allowed to enter market area for loading until 2:15 pm
- Danger to patrons and vendors will result in termination of vendor participation in the market.
NO EXCEPTIONS.

List all vehicles (cars, trucks, trailers):

MAKE	MODEL	COLOR	TAG #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Signature _____

VENDOR FEES

- Vendor fees based on 10' x 10' space. Vendor fees to be determined for additional space requirements, seasonal and one-time vendors.
- Vendor fees are paid weekly. Full payment must be received by the Wednesday of each week or vendor will not be allowed to set up that Sunday.
- Vendors will be sent invoices for vendor fees by EMAIL.
- Fees may be paid in cash, check or credit card.
- Payment can be made as follows:
 - On-line
 - Mailed
 - In person

Signature _____

I have read and understand the terms and conditions described in the Application/Contract & Policies document. I have also reviewed and signed each of the policies., indicating that I agree to abide by said policies. Further, I understand that any violations of these policies or hazards will result in immediate termination of vendor participation in the market

Signature _____

The Village of Palmetto Bay and its representatives shall have no obligation or liability with respect to this application or the vendor selection and award process contemplated hereunder. Neither the Village of Palmetto Bay nor its representatives warrant or represent that any award or recommendation will be made as a result of accepting applications and further make no representation as to the exclusivity of any vendor selection. The Village of Palmetto Bay makes no warranty or representation that any application conforming to these requirements will be selected for consideration or approval. The Village of Palmetto Bay may accept or reject any applications, may select one or more vendors for a specific selection, may cancel the selection and any such action or other action taken by The Village of Palmetto Bay in response to applications submitted or in making a selection or failure or refusal to make any selection shall be without any liability on the part of The Village of Palmetto Bay or its representatives.

The Applicant jointly and severally, hereby hold harmless, indemnify and defend the Village of Palmetto Bay, its representatives, board of directors, officers, agents, affiliates, employees, the administration and elected and appointed officials from and against all liability, suits, actions, claims, costs, expenses or demands (including, without limitation, suits, actions, claims, costs, expenses or demands resulting from death, personal injury and property damage) or expenses of every kind and character, including reasonable attorney's fees, costs and appeals, arising or resulting in whole or in part, as a result of any tort, intentional action, negligent acts or omissions on the part of the Applicant or any of the participants as outlined in this application. This indemnification provision shall survive the termination of this contract and shall be in full force and effect beyond the term or termination of this contract, however, terminated.

Any vendor applicant who submits an application fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof.

 Business Name Applicant's Name (Print)

 Signature of Authorized Agent or Applicant Date

Approval Signatures Required:

<u>Internal Use Only</u>	
Date Received: _____	Date Application Approved: _____
Market Fee(s) _____	Approved ___ Yes ___ No
Additional Conditions or Changes to Application:	

Applicant Signature: _____ Date: _____	

VENDOR GUIDELINES

Definition of Vendor: All persons selling in a market area. Merchants who own stores and or businesses and participate in a market are also considered vendors and must follow vendor guidelines.

Market Fees: Market fees must be paid in advance by the close of the day on the day of the Market. Fees can be paid in cash, check or credit card. This payment guarantees a reserved space in the Market. If a vendor cannot attend a market for which payment has been made, cancellation made 48 hours in advance will transfer paid funds to the next market date. Funds will be forfeited if cancellation is not made.

Vendors who do not pay in advance but choose to come and obtain an unreserved space will pay prior to set up and will be assigned a space on a first come first served basis determined by the number of spaces available.

Markets Operate Rain or Shine: If a vendor elects to set up for product sales, even if rain reduces sales, a fee will be charged. In the case of advanced payment, if a vendor questions whether a market will be set up due to rain, he should call the Market Manager to protect his funds.

Vendor Spaces Are Assigned by the Market Manager: Vendors are expected to attend each weekend. If a vendor misses two market days without notice, his assigned space will be forfeited and he will re-apply for a market space.

Vendor Display Area: Vendors furnish their own tents, umbrellas, tables, cloths, carts, chairs, displays, trash cans, brooms and trash bags. Market standards are 10'x10' tents (Insta-shade, EZUp), market umbrellas with stands and table skirts (Dade Towel – 305-751-1284). Market aesthetics are very important.

Tents and Umbrellas: Vendor's tents and umbrellas must be weighed down immediately after set-up. Immediately following set-up of tables, the table skirts must be installed.

Vendors Are Allowed A 10'x 10' Space: All tables must fit within the 10'x10' space.

Vendor Behavior: Vendors must dress appropriately with shirts on at all times. Alcoholic beverage consumption by vendors is not allowed.

Vendor Clean-up: Vendors are responsible for removal of all trash related to their stand. They are not to use the public trash cans. They are to remove trash from the street. Vendors are advised to bring their own trash receptacle and broom.

Vendor Rental Procedure: An appointment must be made with the Market Manager to review the guidelines. The Market application and agreement must be completed and signed. Upon acceptance vendor will be allowed to participate in the market.

State Sales Tax and Food Handling Permits: Vendors must provide a copy of all such licenses required prior to joining the market. In the case of a food handling license, vendors must provide regular renewals. If a vendor does not follow the state guidelines for food handling they must leave the market.

Parking: Vendors must complete loading and unloading one- half hour prior to the opening of the market (7:30 am). Vendors arriving after the start of the Market (8:00 am) will not be permitted to set up. Following loading/unloading, vendor’s vehicles must be removed from the loading/unloading area and parked within the assigned parking areas. Vendors found parking in the guest/customer parking area will be fined, risk having their vehicles towed at their expense, and/or asked to leave the market.

Insurance: Vendors should carry their own general liability insurance which covers property damage, personal injury and product liability. Most farm/business policies cover activities at the market. Check with your insurance carrier.

TAB 2

SECTION 1 – QUALIFICATIONS

COMPANY INFORMATION

RESUME



CECELIA A. CAMP

pbfarmersmkt@bellsouth.net ♦ 9611 Bahama Drive, Cutler Bay, FL 33189 ♦ (786) 303-1130

OBJECTIVE

To create a Green Market to provide consumers with high quality food and farm products at a convenient location; to provide producers with a profitable, well-organized and operated retail marketplace; and, to promote direct market relationships between consumers and producers. To personally ensure the orderly operation of the market while striking a fair balance between all participants.

SKILLS

- ♦ Word, QuickBooks, Excel, ConnectNow
- ♦ Database Management
- ♦ Payroll
- ♦ Accounts Payable & Accounts Receivable
- ♦ Event Planner/Coordinator
- ♦ Financial Reporting
- ♦ Project Management
- ♦ Quarterly & Annual Tax Filing & Reporting

- ❖ **AUGUST 1, 2016** – Formed A-Trend LLC as President/Owner solely for the operation of a Farmer's Market

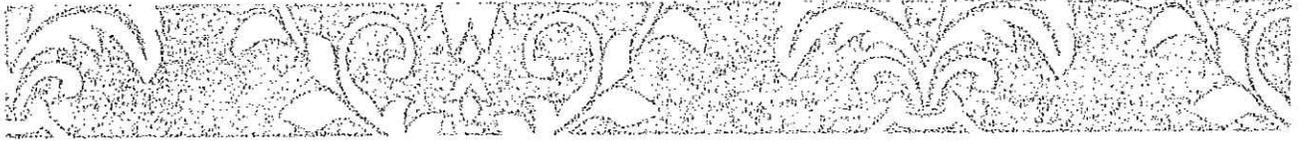
EXPERIENCE

Flip's Country Kettle Corn, LLC – Cutler Bay, FL
Manager – 2010 - 2016

- ♦ Research and procure event venues
- ♦ Negotiate contracts, submit vendor applications and fees
- ♦ Coordinate set-up, operation and break-down at each event
- ♦ Manage accounts payable/accounts receivable
- ♦ Apply for and maintain all licenses and permits
- ♦ File all quarterly and annual taxes

Progressive Marketing – Jacksonville, FL
Manager – 2005 – 2009

- ♦ Coordinate set-up and break-down of Food Show booths throughout Florida in corroboration with Sysco and 60 major food vendors with over 5,000 attendees



MorningStar Renewal Center, Pinecrest, FL
Bookkeeper/Administrative Assistant – 2008 - 2016

- † Managed Payroll, 403b plans and benefits for employees
 - † Vendor management, coordinating contracts and accounts payable
 - † Facilitated training of employees within the Archdiocese of Miami in VIRTUS – Protecting God’s Children program
 - † Created fund-raising events
 - Coordinated all aspects of each event
-

CHARLEE Homes for Children – Miami, FL
Development Assistant 2001 – 2007

- † Maintained Phlanthrapeal, donor database
- † Facilitated “Drives” to benefit Foster Parents within the system
- † Liaison to the Board of Directors and Foundation Board
- † Created and managed fund-raising events

EDUCATION/CERTIFICATIONS

Miami-Dade Community College

- † Certificates in Computer Sciences and Real Estate
-

REFERENCES

- † Norma Gaverette, Director (305) 460-5607
 - City of Coral Gables, Parks & Recreation
 - † Marilyn March, Executive Director (786) 374-8868
 - Women’s Fund Miami
 - † Provence “Boo” Zamek, President/CEO (305) 984-1143
 - “Just Ask Boo”
-

SECTION 1 – QUALIFICATIONS

EXPERIENCE

Cecelia A Camp

9611 Bahama Drive

Cutler Bay, FL 33189

305-431-8220/786-303-1130

pbfarmersmkt@bellsouth.net/meyerholz@bellsouth.net

Objectives

To create a Green Market to provide consumers with high quality food and farm products at a convenient location; to provide producers with a profitable, well-organized and operated retail marketplace; and, to promote direct market relationships between consumers and producers. To personally ensure the orderly operation of the market while striking a fair balance between all participants.

Experience

Flip's Country Kettle Corn, LLC

2010 - Present

My partner and I successfully built a Kettle Corn business, six years ago, and in 2010 formed the Flip's Country Kettle Corn, LLC, naming him, Floyd Camp as President/Owner and myself as Manager. As Manager of the corporation I am responsible for all aspects of the operation of the kettle corn business which includes; procuring venues; submitting vendor applications and fees and coordinating set-up and break-down at all events. My management responsibilities also include all aspects of the bookkeeping portion of the company; applying for and maintaining all licenses and permits, accounts payable and accounts receivable; filing and payment of all quarterly and annual taxes.

My experience includes several Farmer's Markets: Tropical Park, Miami Springs, Pinecrest, Sunset Place, Weston YMCA and the most rewarding market has been the Coral Gables Farmer's Market because I have worked closely with and been mentored by Norma Gaverette, Director of the Coral Gables Farmer's Market. Norma has counseled me and given me the ideal example of how a Farmer's Market should be operated.

MorningStar Renewal Center

2008 - 2016

As Bookkeeper/ Administrative Assistant my duties were varied. As Bookkeeper I was responsible for all aspects of Accounts Payable, Payroll and filing all quarterly and annual reports.

As Administrative Assistant I was responsible for creating, organizing and executing all aspects of special events; creating flyers, advertising, printing & mailing invitations, creating menus, decorations, auctions, coordinating donations as well as follow-up bookkeeping and thank you letters. An example of some of the events I have coordinated: Archbishop Dinner - 100 guests, Craft Show - 25 vendors, Garage Sale, Fr. Fetscher Garden Party - 200 guests, Vacation Bible Camp - 75 kids, Summer Camp - 100 kids, Monthly Food Truck Event - over a dozen food trucks and 200 attendees, Volunteer Appreciation Dinner and I was responsible for conducting an Annual Christmas Wreath Sale.

Cecelia A Camp

9611 Bahama Drive

Cutler Bay, FL 33189

305-431-8220/786-303-1130

pbfarmersmkt@bellsouth.net/meyerholz@bellsouth.net

CHARLEE Homes for Children

2001- 2007

As Development Assistant I worked with the Development Coordinator to create events, research venues, coordinate invitations, procure auction items, manage the event and follow-up reports, track donations and send thank you letters.

Progressive Marketing

2005- 2009

As Event Manager I worked with Sysco too coordinate their annual food shows, setting up food booths for over 60 major food vendors.

SunTrust Bank - Marketing

1992-1997

The Marketing Department at SunTrust was responsible for coordinating all events for the Bank, which included Art Shows, Receptions, Golf Tournaments and Sale Campaigns. I worked with the other "Marketeers" to develop and coordinate all aspects of each event.

South Miami Hospital

1982-1992

As Assistant to the Director of Engineering I was responsible for all aspects of office management including bookkeeping, payroll and correspondence.

However, my proudest accomplishment was the development of the Annual Engineers Association Convention!

The Director of Engineering was the President of the Florida Engineers Association and he assigned me the huge task of creating a week-long convention for the annual meeting of the members of the Association.

I procured a venue at a hotel on Miami Beach, arranged for a block of rooms for the attendees, developed dinner menus and arranged daytime outings for the spouses of the Engineers.

I assembled packets and name badges for each Engineer and for the "Finale Dinner" I ordered trophies to be presented at the dinner.

The Engineers were so pleased with the results of the Convention that they presented me with a trophy for all of my hard work!



Cecelia A Camp

9611 Bahama Drive

Cutler Bay, FL 33189

305-431-8220/786-303-1130

pbfarmersmkt@bellsouth.net/meyerholz@bellsouth.net

References

Norma-Milena Gavarette, Special Events

Coordinator

City of Coral Gables

Parks & Recreation Department

405 University Drive

Coral Gables, FL 33134

305-460-5607

ngavarette@coralgables.com

Provence "Boo" Zamek, President/CEO

"Just Ask Boo"

1505 Ferdinand Street

Coral Gables, FL 33134

(305) 984-1143

Ellen Accurso, Office Administrator

MorningStar Renewal Center

7275 S.W. 124th Street

Pinecrest, FL 33156

(305) 238-4367 - Office

(305) 495-1703 - Cell

Connie & Fred Rebozo, Retired

CHARLEE Homes for Children

12400 S.W. 62nd Ave

Pinecrest, FL 33156

(305) 668-3237 - Home

(305) 606-7963 - Cell

Tom & Vivian Cabrerizo

355 Arvida Parkway

Coral Gables, FL 33156

(305) 505-3003

Marilyn March, Executive Director

Women's Fund Miami

5935 S.W. 82nd Ave.

Miami, FL 33133

(786) 374-8868

SECTION 1 – QUALIFICATIONS

FEES TO BE RECEIVED BY THE VILLAGE

BUDGET/START-UP EXPENSES

EXPENSES

Salaries - Market Mgr - weekly	\$	300.00
Rent to Village of Palmetto Bay	\$	200.00
Liability Insurance - Weekly	\$	25.00
Event Permit Fees	\$	-
Waste Removal - weekly	\$	50.00

ADVERTISING & MARKETING

Community Newspapers	\$	12.50
Miami Herald - Neighbors	\$	25.00
Website/Social Media	\$	15.00
Email Blasts (Palmetto Bay)?		
Total Weekly Expenses	\$	627.50

EQUIPMENT Start-up costs

A-Frames (2)	\$	260.00
Banners (2)	\$	200.00
Signage	\$	100.00
Printing	\$	200.00
Trash Receptacles (3)	\$	120.00
Recycling Receptacles (2)	\$	80.00
Misc Supplies	\$	400.00
10' X 10' Tents (3)	\$	200.00
Tent Weights (8)	\$	40.00
Total Start-up costs	\$	1,600.00

Picnic Tables (5)	\$	625.00
Picnic Chairs (20)	\$	400.00
Picnic Umbrellas & Stands (5)	\$	1,125.00

Based on the park fee schedule for the outdoor areas, I feel that \$200 per week/\$800 per month would be a fair rate to start out the Farmer's Market. As the Market builds, we could negotiate a higher rate for the Village. If granted the contract I would set up a bank account exclusively for the market and agreed upon payment would be automatically sent to the Village of Palmetto Bay weekly or monthly.

Tables , chairs & umbrellas will be purchased gradually as the need arises.

Start Up Costs

Year 1

<i>Item</i>	<i>Amount</i>
A-Frame (2)	\$260.00
Banners	\$200.00
Signage	\$100.00
Printing Costs	\$200.00
Trash Receptacles (3)	\$120.00
Recycling Receptacles (2)	\$80.00
Misc Supplies	\$400.00
10'x10' Tents (1)	\$200.00
Tent Weights (2)	\$40.00
Total	\$1,600.00

Year 2

<i>Item</i>	<i>Amount</i>
Printing	\$200.00
Picnic Tables (5)	\$625.00
Picnic Chairs (20)	\$400.00
Picnic Umbrellas & Stands	\$1,125.00
Trash Receptacles (2)	\$80.00
Recycling Receptacles (2)	\$80.00
Misc Supplies	\$400.00
10'x10' Tents (2)	\$400.00
Tent Weights (6)	\$120.00
Vendor Tables (4)	\$200.00
Honda Generator (2)	\$2,400.00
HD Extension Cords (4)	\$100.00
Dolly/Handtruck	\$80.00
Trailer	\$3,200.00
Clean-Up Equipment	\$200.00
Total	\$9,610.00

Expenses

Weekly Income

Item	Amount
Vendors (20 x \$40)	\$800.00
Vendors (10 x \$40)	\$400.00

Weekly EXPENSES

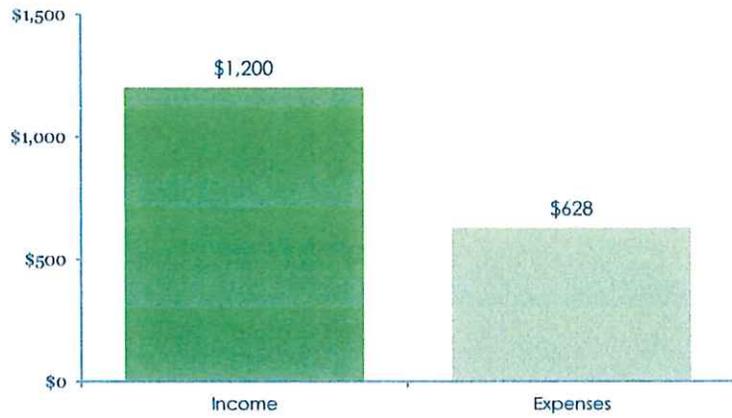
Item	Amount
Rent to Village of Palmett	\$200.00
Waste Removal	\$50.00
Liability Insurance	\$25.00
Market Manager Salary	\$300.00
Community Newspaper	\$12.50
Miami Herald - Neighbors	\$25.00
Social Media Facebook	\$15.00

PERCENTAGE OF INCOME SPENT



SUMMARY

Total Weekly Income	Total Weekly Expenses	Balance
\$1,200	\$628	\$573



SECTION 1 – QUALIFICATIONS

POTENTIAL VENDOR LIST

Potential Vendor List

A Flair for Fudge	Hilary Saporta	Fudge
A Spice Above	Angela Lima	Dips & Spreads
Atelier Monnier French Bakery	Frank Monnier	Baked goods
Bee Haven Farm	Margie Pikarsky	Produce & Eggs
Buzy Bee Honey	Angela Silvieria	Honey
Candles by Fatima	Fatima Martinez	Candles
Cao Chocolates	Ricardo Trillos	Chocolates
CG International	Gabriel Daquerre	Ravioli & Pastas
Cooney Groves	Niles Cooney	Oranges & Juice
Copperpot	Thomas Wilfong	Jams & Sauces
Crackerman Crackers	Stefan Uch	Breads & Crackers
Cutler Bay Hot Sauce	Tony & Terri Crapello	Gourmet Hot Sauce
D & S Tomatoes	Dominic Stingone	Tomatoes
Dr. Pickle	Dr. D	Pickles
Ellee's Fine Granolas	Ellen Kaplan	Granola Cookies
Flip's Country Kettle Corn	Flip Camp	Kettle Corn
Fossil Lamps	Bob & Susan Hunter	Handcrafted lamps
Frankie's Pizza	Rene Pasquerella	Pizza
Giangrandi Gourmet	Lili Giangrandi	Olive Oil
Grass Fed Beef		
Pig Floyd	Patrick Sheehey	BBQ
In-Your-Face-Delights	Donald Elliott	Chocolate covered
JC's Daily Bread	JC Stevens	Baked Goods
Jerry's Here Farm Fresh	Jerry Sanchez	Produce
Karens Kreations	Karen Darnell	Jams
Laura's Produce	Laura & Victor Ramirez	Produce
Laurie's Pantry	Laurie Landgrebe	Gourmet Granola
Lulu's	Luisa Santos	Nitrogen Ice Cream
Mama's Guava Bars	Agustin Guardiola	Guava Bars
Metro Deli	Joe & Karen	Deli Sandwiches
Mr. Green Dean	Dean Richardson	Produce
Native Conch	George Mira	Conch Fritters
Nautica Design Gallery	Lynda Scheuermann	Home Accessories
Nisha's Flavors of India	Ashmin Nisha	Indian foods
Novae Gourmet	Helen Cole	Hand crafted Jerky
Olga's Plants & Produce	Olga Gutierrez	Plants & Produce

Pate Folie
Pika Sauce
Steve's Stone Crabs
The Dolma Lady
The Spiced Nut Factory
Tropicala Flowers
Sugar Mill Plantation

Isabel Andreu
Terry Romeu
Danny
Lisa Burns
Kathleen Harding
Sydney Sathier
Laurie Lee

Pates & Dips
Pika Sauce
Fresh Seafood
Greek foods
Spiced Nuts
Cut flowers & plants
Jamaican Rum Cakes

SECTION 1 – QUALIFICATIONS

SAMPLE FLYER



COMING SEPTEMBER 4TH!!
EVERY SUNDAY FROM 8 AM TO 2 PM
AT
CORAL REEF PARK
7895 S.W. 152ND ST.
PALMETTO BAY, FL 33157
786-303-1130

77

**SUPPORTING LOCAL FARMERS, GARDENERS, ARTISANS AND FOOD
RELATED ENTREPRENEURS**

23

SECTION 1 – QUALIFICATIONS

SAMPLE BANNER

ENJOY YOUR
FARMERS' MARKET



CORAL REEF PARK

SUNDAYS

8 AM - 2 PM

VENDORS WELCOME

786-303-1130

SECTION 1 – QUALIFICATIONS

**EXHIBIT 1
SCHEMATIC**

RESOLUTION NO. 2016-114

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO CONTRACTS; APPROVING THE VILLAGE MANAGER'S SELECTION OF A-TREND LLC, TO MANAGE AND OPERATE A FARMERS MARKET AT CORAL REEF PARK; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT NEGOTIATIONS WITH THE SELECTED FIRM; AND PROVIDING AN EFFECTIVE DATE.

(Sponsored by Administration)

WHEREAS, on August 22, 2016, the Village Procurement Division opened sealed bids solicited under Unsolicited Proposals (UP) Number 1516-12-006 for Coral Reef Park – Farmers Market; and

WHEREAS, a selection committee reviewed the applications and found A-Trend LLC, to be responsive to that UP in providing the documents required for consideration; and

WHEREAS, the Village Manager finds A-Trend LLC., as the most responsive and cost-effective qualified proposer; and

WHEREAS, on September 26, 2016, the Village Council authorized the Village Manager to enter negotiations with A-Trend LLC, and those negotiations are now complete; and

WHEREAS, the Mayor and Village Council desire to approve the contract with A-Trend, LLC.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:

Section 1. The Village of Palmetto Bay Mayor and Council hereby approves the contract between the Village and A-Trend LLC, to provide the management and operations to a Farmers Market at Coral Reef Park. A copy of the contract is attached hereto as Exhibit A.

Section 2. This Resolution shall take effect immediately upon approval.

PASSED AND ADOPTED this 7th day of November, 2016.

Attest:

Missy Arocha
Village Clerk

Eugene Flinn
Mayor

48 APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE
49 USE AND RELIANCE OF THE VILLAGE OF PALMETTO BAY ONLY:

50

51

52

Dexter W. Lehtinen

53

Dexter W. Lehtinen

54

Village Attorney

55

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FINAL VOTE AT ADOPTION:

58

59

Council Member Karyn Cunningham YES

60

61

Council Member Tim Schaffer YES

62

63

Council Member Larissa Siegel Lara YES

64

65

Vice-Mayor John DuBois YES

66

67

Mayor Eugene Flinn YES