



To: Honorable Mayor, and Village Council

Date: February 6, 2012

From: Ron E. Williams, Village Manager

Re: Coral Reef Park Playground

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO CONTRACT WITH KORKAT PLAYGROUNDS & SITE AMENITIES FOR THE PURCHASE, DELIVERY AND INSTALLATION OF A TODDLER PLAYGROUND AREA (AGES 0-2) AT CORAL REEF PARK; PIGGYBACKING WITH THE SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA'S CONTRACT NO. 10C-54; AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED \$31,252.82; AND PROVIDING AN EFFECTIVE DATE

BACKGROUND AND ANALYSIS:

In keeping with the Village of Palmetto Bay's recognition as the "Village of Parks", initiatives regarding renovation and/or improvement of existing facilities to enhance recreational opportunities and quality of life of our residents continue as an ongoing priority. Our parks have become a source of pride and focus of community unity, as may be exemplified by our "Playful City USA" status and desire to provide a top level of quality throughout our park system. At this time, we must address the one area that is in dire need of attention: our playground at Coral Reef Park which is antiquated and deteriorated to the point whereby safety has become marginal.

For the past four (4) years we have performed minor repair work to the equipment, and no longer recommend repairs, but rather a total replacement of the equipment identified as a safety concern in the most recent safety inspection. The proposed improvements will effectuate safe and aesthetically pleasing playgrounds, and prevent future liability exposure to the Village.

Coral Reef Park is a 53 acre park and one of the most actively visited parks in all of Miami-Dade County. The proposed new Toddler Playground Area (Ages 0-2) will allow us to provide a safe area for toddlers to explore, play, and socialize. Our goal is to have the park improvements completed just in time for the summer.

We are proposing playground equipment from KorKat that meets both American Society for Testing and Materials (ASTM) and Consumer Product Safety Commission (CPSC) standards as recommended by our most recent safety audit conducted at both Palmetto Bay Park and Coral Reef Park. KorKat was the only playground equipment company that we found to have the equipment specifically designed for ages 0 – 2, while all others start at ages 2 to 5. The Coral Reef playground would then have three distinct and attractive areas of play; under 2, 2-5, and 5-12. Meeting these standards will provide assurance that our playgrounds are safe and age appropriate for our users (please see attached drawings and estimate). Village administration is proposing to piggyback with the School District of Palm Beach County, Florida, Contract No. 10C-54.

The Village of Palmetto Bay strives to continue to provide our residents with exceptional park facilities in which they can enjoy and have many memorable experiences. Approval of this expenditure will without question enhance this effort.

FISCAL/BUDGETARY IMPACT: Funds have been identified and approved in the FY2011-12 Budget under the “Coral Reef Park – Improvements (Capital Expenditures)”.

RECOMMENDATION:

Approval.

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND
5 RECREATION; AUTHORIZING THE VILLAGE MANAGER TO
6 ENTER INTO CONTRACT WITH KORKAT PLAYGROUNDS & SITE
7 AMENITIES FOR THE PURCHASE, DELIVERY AND INSTALLATION
8 OF A TODDLER PLAYGROUND AREA (AGES 0-2) AT CORAL REEF
9 PARK; PIGGYBACKING WITH THE SCHOOL DISTRICT OF PALM
10 BEACH COUNTY, FLORIDA'S CONTRACT NO. 10C-54; AND
11 AUTHORIZING THE VILLAGE MANAGER TO APPROVE
12 EXPENDITURE OF FUNDS IN AN AMOUNT NOT TO EXCEED
13 \$31,252.82; AND PROVIDING AN EFFECTIVE DATE
14

15 WHEREAS, a professional safety audit inspection was conducted for the Playgrounds at
16 Coral Reef Park and Palmetto Bay Park; and,
17

18 WHEREAS, the results of the audit inspection calls for several improvements,
19 replacements and repairs of the playground at Coral Reef Park; and,
20

21 WHEREAS, capital dollars have been identified and approved in the FY 2011-12 budget
22 for the playground improvements; and,
23

24 WHEREAS, this new equipment and surface material will provide a safe and healthy play
25 environment that meets both American Society for Testing and Materials (ASTM) and Consumer
26 Product Safety Commission (CPSC) standards; and,
27

28 WHEREAS, in accordance with our procurement process, the Village wishes to piggyback
29 on the price agreement contract for park and playground equipment No. 10C-54B with the School
30 District of Palm Beach County; and,
31

32 WHEREAS, the Mayor and Council may authorize the Village Manager to enter into
33 agreement with KorKat Playground & Site Amenities for the purchase, delivery and installation of
34 the Toddler Playground Area (Ages 0-2) Equipment and Synthetic Turf at Coral Reef Park; and,
35

36 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
37 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
38

39 Section 1. The Village Manager is hereby authorized to enter into agreement with
40 KorKat Playground & Site Amenities for the purchase, delivery and installation of Toddler
41 Playground Equipment (ages 0-2) and Synthetic Turf at Coral Reef Park; consistent with the terms
42 and conditions proposed within quotation #14820.
43

1 **Section 2.** The Village Manager is hereby authorized to accept piggybacking prices with
2 the School District of Palm Beach County, Florida's cooperative purchase contract No. 10C-54B.

3
4 **Section 3.** The Village Manager is hereby authorized to issue a purchase order not to
5 exceed \$31,252.82.

6
7 **Section 4.** This resolution shall take effect immediately upon adoption

8
9 PASSED and ADOPTED this _____ day of February, 2012.

10
11
12
13 Attest: _____
14 Meighan Alexander
15 Village Clerk

Shelley Stanczyk
Mayor

16
17
18 APPROVED AS TO FORM:

19
20
21
22 _____
23 Eve A. Boutsis,
24 FIGUEREDO & BOUTSIS, P.A., as Office
25 of the Village Attorney

26
27
28 FINAL VOTE AT ADOPTION:

29
30 Council Member Patrick Fiore _____
31
32 Council Member Howard J. Tendrich _____
33
34 Council Member Joan Lindsay _____
35
36 Vice-Mayor Brian W. Pariser _____
37
38 Mayor Shelley Stanczyk. _____

39
40
41



Estimate

221 Cable Industrial Way
Carrollton GA 30117

Date: 1/23/2012
Estimate #: 14820

Name / Address
Coral Reef Park
7895 SW 152 Street
Palmetto Bay, FL 33157

Ship To
Coral Reef Park
7895 SW 152 Street
Palmetto Bay, FL 33157

Rep	Project
AMR	

Item	Description	Qty	Cost	Total
	NOTE: ALL PRICING PER SCHOOL DISTRICT OF PALM BEACH COUNTY, FL CONTRACT #10C-54B. MEETS ASTM AND CPSC STANDARDS.			
TFR00919	CRITTER HUT	1	1,369.00	1,369.00T
CP-TREE	CP-TREE, TODDLER TREE HOUSE		1,899.00	1,899.00T
MISC.	0-2 PLAYGROUND SAFETY SIGN	1	241.00	241.00T
	SUBTOTAL			3,509.00
DISCOUNT 10%	DISCOUNT 10% PER SCHOOL DISTRICT OF PALM BEACH COUNTY, FL CONTRACT #10C-54B		-10.00%	-350.90
PS3-29180	PS3-29180, PLAYLAND PLAYHOUSE	1	5,567.00	5,567.00T
DISCOUNT 20%	DISCOUNT 20% VALID IF PURCHASED BY FEB. 06, 2012		-20.00%	-1,113.40
FREIGHT	FREIGHT	1	1,200.00	1,200.00
INSTALL-EQUIP	INSTALLATION OF EQUIPMENT	1	2,131.28	2,131.28
REMOVAL	REMOVAL OF FOUR CONCRETE CLIMBING STRUCTURES & TURF EXCLUDING ANY SUB MATERIAL	1	3,475.00	3,475.00
PERMITTING	PERMITTING WITH DRAWINGS INCLUDED	1	1,200.00	1,200.00
STONE BASE	ADD/REMOVE/REPAIR EXISTING COMPACTED STONE BASE	1,376	2.34	3,219.84T
TURF	INSTALL SYNTHETIC TURF	1,376	8.75	12,040.00T

***Please note that 50% deposit required at time of order if installation is included.
100% payment due at time of order if equipment only purchase. Municipalities exempt from deposits with a valid purchase order.***

Prices quoted are good for 15 days and are subject to total purchase, except for shipping which is subject to market changes. Installation prices assume normal soil conditions and does not include rock excavation.

Total

Phone #
770-214-9322

Fax #
770-214-9323

E-mail
kimberlyr@korkat.com

Signature _____



Estimate

221 Cable Industrial Way
Carrollton GA 30117

Date Estimate #
1/23/2012 14820

Name / Address

Ship To

Coral Reef Park
7895 SW 152 Street
Palmetto Bay, FL 33157

Coral Reef Park
7895 SW 152 Street
Palmetto Bay, FL 33157

Rep	Project
AMR	

Item	Description	Qty	Cost	Total
INSTALL-EQUIP	INSTALLATION OF AND SUPPLY ORANGE TEMPORARY SAFETY FENCING 4' HIGH NOTE: PRICE INCLUDES STONE, RUBBER, BINDER AND INSTALLATION OF. PRICE INCLUDES STONE, NAILER BOARD, TURF, TAPE, GLUE AND INFILL. PRICE ASSUMES FREE AND EASY ACCESS TO SITE (LIMITED ACCESS, RESTRICTED HOURS, ETC ARE EXTRA). PRICE DOES NOT INCLUDE SURVEYING, INSPECTIONS OR LICENSES. PRICE DOES NOT INCLUDE DEMOLITION, SITE PREP OR GRADING. PRICE DOES NOT INCLUDE DRAINAGE SYSTEMS OR CONCRETE WORK. PRICE DOES NOT INCLUDE TEMPORARY FENCING OR SECURITY.	1	375.00	375.00
	Total sales tax calculated by AvaTax ST		0.00	0.00
	Select this as a transaction's tax to use AvaTax ST		0.00%	0.00

***Please note that 50% deposit required at time of order if installation is included.
100% payment due at time of order if equipment only purchase. Municipalities exempt from deposits with a valid purchase order.***

Prices quoted are good for 15 days and are subject to total purchase, except for shipping which is subject to market changes. Installation prices assume normal soil conditions and does not include rock excavation.

Total \$31,252.82

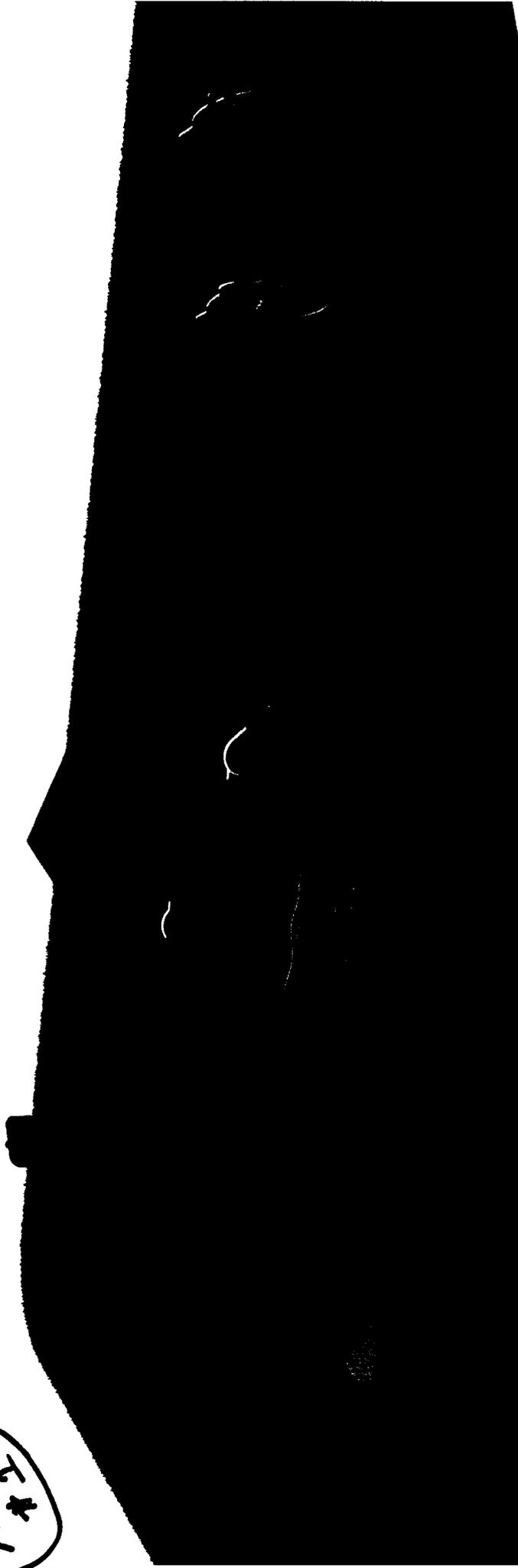
Phone # Fax # E-mail Signature

770-214-9322 770-214-9323 kimberlyr@korkat.com _____

CORAL REEF PARK OPT. 2

SITEPLAN
SP-54848-1

AREA
A



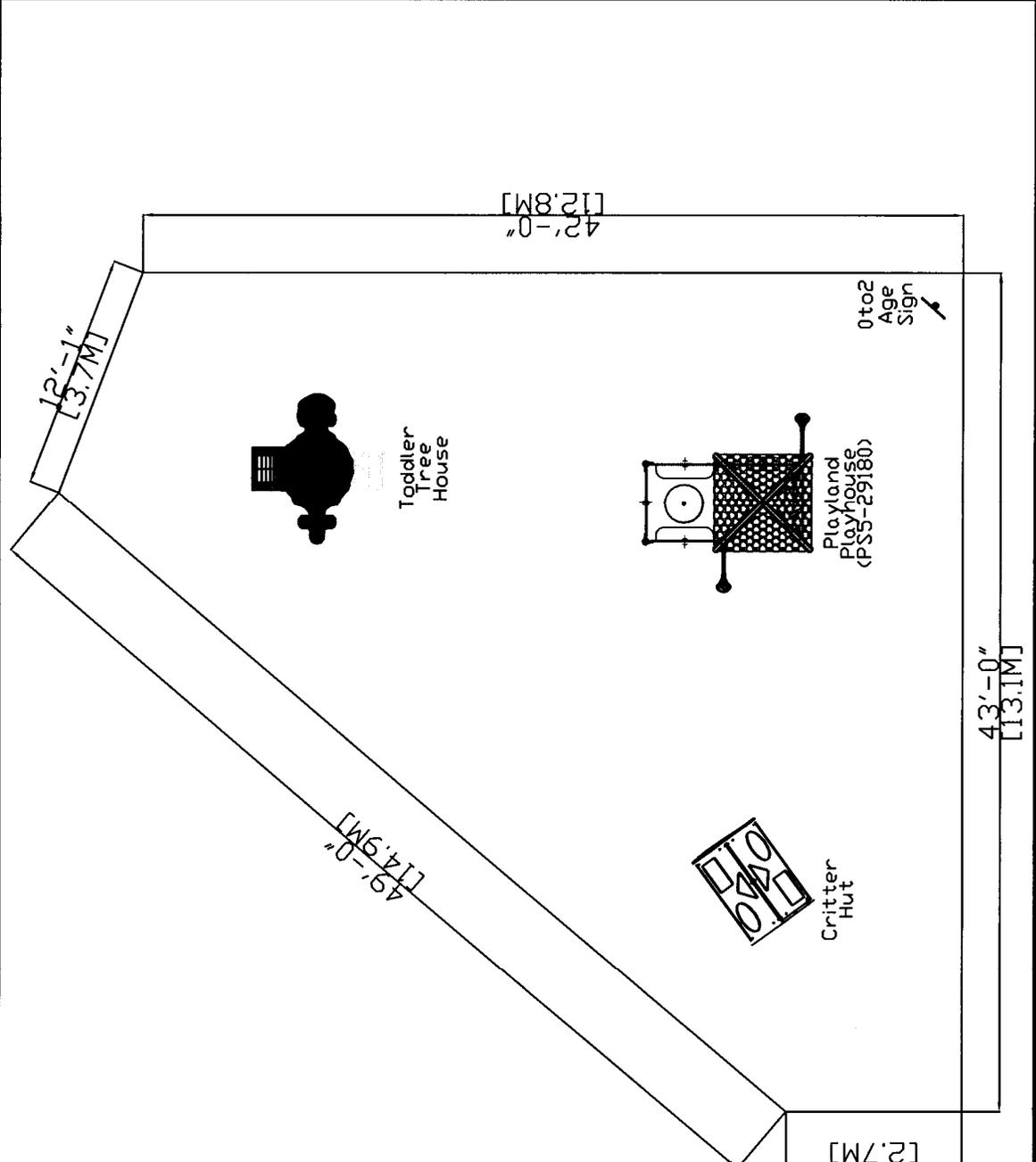
FOR ILLUSTRATION ONLY. NOT FOR CONSTRUCTION OR ORDERING PURPOSES.

Building Tomorrow's Play Environment Today!

Commercial Play Systems
& Park Equipment

PLAYLAND

- Notes**
- This play structure design will meet ADA Accessibility Guidelines for Buildings and Facilities effective November 17, 2000 as published by the Architectural and Transportation Barriers Compliance Board with the addition of NA ground level play components of NA different types of play and when installed over accessible surfacing.
 - This site plan should be checked against the actual site area prior to the purchase or installation of equipment.
 - The unit of measure located in the center of the platform indicates the height above the protective surfacing level. The protective surfacing for this design must accommodate a fall height of at least NA ft.
 - The structure size for this unit is NA requiring protective surfacing for an overall use zone of NA. The approximate surface area is 1376 sq. ft. by ASTM F 1487-01 guidelines or NA sq. ft. by CPSC guidelines.
 - The structure is designed to accommodate NA children from 0-2 years of age.
 - Supervise Children as they play.
 - To Ensure that accurate measurements are obtained from this site plan, print copies on 11 x 17 paper at full scale.
 - The customers responsibility is to check local soil conditions and drainage within the site. The site must also be surveyed for underground utilities prior to excavation.
 - Completely read your installation manual prior to beginning construction.
 - This design configuration is the property of this firm and Playland Inc. and may not be reproduced or used in any manner without the expressed written consent of this firm and Playland.
 - Perimeter Requires 39 Land Scape Timbers 4' Long.



Drawing # SP-54848-1 meets ASTM and CPSC Standards.



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FLORIDA

SHARON SWAN
DIRECTOR

ARTHUR C. JOHNSON, Ph.D.
SUPERINTENDENT OF SCHOOLS

Purchasing Department
3300 Forest Hill Boulevard, Suite A-323
West Palm Beach, FL 33406-5813

Phone: (561) 434-8216 Fax: (561) 963-3823
www.palmbeachschools.org/purchasing

May 12, 2010

Lanier Plans, Inc. dba Korkat, Inc.
Mr. Shane Lanier, Owner
221 Cable Industrial Way
Carrollton, GA 30117
shanel@korkat.com

Subject: Letter of Agreement
Bid Number: 10C-54B
Title: Term Contract for Playground Equipment, Surfacing, Shade Structures & Fitness Trails
Contract Term: May 3, 2010 through May 2, 2015

Dear Mr. Lanier:

This is to advise you that the School District of Palm Beach County, Florida, has accepted your offer to furnish playground equipment, surfacing, shade structures and fitness trails. This acceptance is subject to compliance with bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

An original Certificate of Insurance as per special condition " Z ", "Insurance Requirements" must be mailed to School District of Palm Beach County, 3300 Forest Hill Blvd. Ste A323, West Palm Beach, FL 33406, Attention: Patricia Seeger within fifteen (15) days of this notification. Your insurance company is **required to have the School District of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED.** No work shall commence until we receive the Certificate of Insurance and it must reference the above Bid Number. Please be sure to advise your insurance carrier.

Purchase orders will be issued to cover the playground equipment, surfacing, shade structures and fitness trails as the need arises. Purchase orders are your notification to proceed with fulfilling the School Districts request. Shipment without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at **561-434-8310**. Thank you for your bid and we are looking forward to doing business with you and your company.

Sincerely,

Sharon Swan, C.P.M., Director
Purchasing Department

CC: bid file
Karen Adducci, Purchasing Agent

PALM BEACH COUNTY SCHOOLS - RATED "A" BY THE FLORIDA DEPARTMENT OF EDUCATION - 2005 - 2009
"HOME OF FLORIDA'S FIRST LEED GOLD CERTIFIED SCHOOL"

WWW.PALMBEACHSCHOOLS.ORG

The School District of Palm Beach County is an Equal Education Opportunity Provider and Employer

Date:

Joseph M. Moore, Chief Operating Officer
Award approved per School Board Policy 6.14**INVITATION TO BID NO.:10C-54B – TERM CONTRACT FOR PLAYGROUND EQUIPMENT,
SURFACING, SHADE STRUCTURES & FITNESS TRAILS - REVISED**DATE: April 21, 2010
DATE SOLICITED: March 17, 2010DATE OPENED: April 7, 2010
DATE POSTED: April 22, 2010CONTRACT PERIOD: May 3, 2010 through May 2, 2015
REQUESTING DEPARTMENT: Various Schools & Departments**FINANCIAL IMPACT**

The estimated annual financial impact to the District budget is \$5,000,000. The source of funds is the various schools and departments budgets.

Items to be purchased include playground equipment, outdoor fitness equipment, shade structures, fitness trails, installation, site preparation, dig-out and excavation, sand, concrete for the pads and sidewalks, surfacing for ADA accessibility and the installation of the surfacing. The equipment is bid at a firm percentage discount off list price plus freight and installation. Surfacing, surfacing installation and all site prep is bid at a firm rate per square foot. The bid establishes a pool of pre-qualified vendors to furnish and install shade structures and fitness trails as requested. The project coordinator for the school site manages each project. All equipment and surfacing are approved by Risk Management.

AWARD RECOMMENDATION / TABULATION

<u>VENDOR</u>	<u>MINORITY STATUS</u>	<u>ITEM 1</u>	<u>ITEM 2</u>	<u>ITEM 3</u>	<u>ITEM 4</u>
(Ace Surfaces)		---	---	---	---
American Recreational Solutions, Inc.	---	<u>9%</u>	<u>5%</u>	<u>Various</u>	N/A
Apollo Sunguard Systems	8	<u>5%</u>	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	---	<u>12.5%</u>	<u>35%</u>	<u>Various</u>	N/A
Christensen Systems	---	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	---	<u>12%</u>	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	---	No Bid	<u>25%</u>	No Bid	No Bid
Gametime	---	<u>15% - \$15,00 & up</u> <u>10% \$14,999 & less</u>	<u>25%</u>	<u>Various</u>	N/A
Lanier Plans, Inc. dba Korkat, Inc.	---	<u>10% Playland</u>	<u>28%</u>	<u>Various</u>	N/A

		<u>5% H2O</u>			
Leadex Corporation	---	<u>4% Playcraft</u> <u>2% Sportsplay</u> <u>(1% Landscape)</u>	<u>34%</u>	<u>Various</u>	N/A
Miracle Recreation Equipment Company	---	<u>20%</u>	<u>40%</u>	<u>Various</u>	<u>\$2.00 per sq ft</u>
No Fault Sport Group, LLC	---	No Bid	No Bid	<u>Various</u>	N/A
Play It Safe	6	<u>10% Union Land</u> <u>8% Exccent Play</u> <u>8% Sports Play</u>	<u>29%</u>	<u>Various</u>	N/A
Playmore West, Inc.	---	<u>10% \$10,000 & up</u> <u>2% less than \$10,000</u>	<u>35%</u>	<u>Various</u>	N/A
PlayPower LT Farmington, Inc.	---	<u>10%</u>	No Bid	<u>Various</u>	N/A
RCP Shelters, Inc.	---	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	---	No Bid	<u>28%</u>	<u>Various</u>	N/A
Rep Services, Inc.	---	<u>3%</u>	<u>36%</u>	<u>Various</u>	N/A
Shade Systems, Inc.	---	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	6	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	---	No Bid	<u>Various</u>	<u>Various</u>	N/A
Spectra Contract Flooring	---	(10%)	(5%)	<u>\$10.99 per sq ft – turf & \$9.99 per sq ft – PIP</u>	N/A
Sports Systems International, Inc.	---	<u>5%</u>	<u>75%</u>	<u>Various</u>	N/A
Sun Shade, Inc.	---	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	---	<u>5% Superior Park Systems & Recreation Creations</u>	<u>75%</u>	<u>Various</u>	N/A
Taylor Supply LLC	---	<u>7% Childforms</u>	No Bid	No Bid	No Bid

		<u>& Blue Valley Industries</u>			
ToiTurf by Roberson Industries, Inc.	---	No Bid	No Bid	<u>Various</u>	N/A
West Construction, Inc.	---	<u>5%</u>	<u>25%</u>	<u>Various</u>	N/A

<u>VENDOR</u>	<u>ITEM 5</u>	<u>ITEM 6</u>	<u>ITEM 7</u>	<u>ITEM 8</u>	<u>ITEM 9</u>
(Ace Surfaces)	---	---	---	---	---
American Recreational Solutions, Inc.	No	No Bid	No Bid	<u>\$1.50 per sq ft</u>	No Bid
Apollo Sunguard Systems	No	No Bid	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	<u>Yes</u>	<u>7%</u>	<u>35%</u>	<u>\$1.75 per sq ft</u>	<u>\$55.00 per cubic yard</u>
Christensen Systems	No	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	No	<u>12%</u>	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	No	No Bid	<u>25%</u>	<u>\$1.50 per sq ft</u>	<u>\$30.00 per cubic yard</u>
Gametime	<u>Yes</u>	<u>15% - \$15,00 & up</u> <u>10% - \$14,999 & less</u>	<u>25%</u>	<u>\$1.25 per sq ft</u>	<u>\$28.00 per cubic yard</u>
Lanier Plans, Inc. dba Korkat, Inc.	No	<u>10%</u>	<u>10%</u>	<u>\$1.73 per sq ft</u>	No Bid
Leadex Corporation	<u>Yes</u>	<u>2% Playcraft</u> <u>1% Sportsplay</u> <u>(1% Landscape Structures)</u>	<u>40%</u>	<u>\$1.38 per sq ft</u>	<u>\$45.00 per cubic yard</u>
Miracle Recreation Equipment Company	<u>Yes</u>	<u>10%</u>	<u>40%</u>	<u>\$1.50 per sq ft</u>	<u>\$75.00 per cubic yard</u>
No Fault Sport Group, LLC	No	No Bid	No Bid	No Bid	No Bid
Play It Safe	<u>Yes</u>	<u>10%</u>	<u>27%</u>	<u>\$1.60 per sq ft</u>	<u>\$62.00 per cubic yard</u>
Playmore West, Inc.	<u>Yes</u>	<u>10%</u> <u>\$10,000 &</u>	<u>35%</u>	<u>\$2.50 per sq ft</u>	<u>\$65.00 per cubic yard</u>

		<u>up 2% less than \$10,000</u>			
PlayPower LT Farmington, Inc.	No	<u>10%</u>	No Bid	No Bid	No Bid
RCP Shelters, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>Yes</u>	No Bid	<u>28%</u>	<u>\$2.00 per sq ft</u>	<u>\$40.00 per cubic yard</u>
Rep Services, Inc.	<u>Yes</u>	<u>3%</u>	<u>36%</u>	<u>\$2.50 per sq ft</u>	<u>\$50.00 per cubic yard</u>
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	No	No Bid	<u>35%</u>	<u>\$2.25 per sq ft</u>	No Bid
Spectra Contract Flooring	No	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	No	<u>5%</u>	<u>75%</u>	<u>\$.95 per sq ft</u>	<u>\$28.00 per cubic yard</u>
Sun Shade, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	<u>Yes</u>	<u>5% Superior Park Systems & Recreation Creations</u>	<u>75%</u>	<u>\$1.05 per sq ft</u>	<u>30.00 per cubic yard</u>
Taylor Supply LLC	No Bid	<u>7%</u>	No Bid	No Bid	No Bid
TofTurf by Roberson Industries, Inc.	No	No Bid	No Bid	No Bid	No Bid
West Construction, Inc.	No	<u>5%</u>	<u>25%</u>	<u>\$1.75 per sq ft</u>	<u>\$33.00 per cubic yard</u>

<u>VENDOR</u>	<u>ITEM 10</u>	<u>ITEM 11</u>	<u>ITEM 12</u>	<u>ITEM 13</u>	<u>ITEM 14</u>
(Ace Surfaces)	---	---	---	---	---

American Recreational Solutions, Inc.	<u>\$21.00 per linear ft</u>	<u>\$12.50 per linear ft</u>	<u>\$6.50 per sq ft</u>	No Bid	<u>\$90.00 per cubic yard</u>
Apollo Sunguard Systems	No Bid	No Bid	No Bid	No Bid	No Bid
Bliss Products & Services, Inc.	<u>\$20.00 per linear ft</u>	<u>\$19.50 per linear ft</u>	<u>\$6.00 per sq ft</u>	No Bid	<u>\$23.00 per cubic yard</u>
Christensen Systems	No Bid	No Bid	No Bid	No Bid	No Bid
Columbia Cascade Company	No Bid	No Bid	No Bid	No Bid	No Bid
D.W. Recreation Services, Inc.	<u>\$15.00 per linear ft</u>	<u>\$9.00 per linear ft</u>	<u>\$4.00 per sq ft</u>	<u>\$75.00 per linear ft</u>	<u>\$15.00 per cubic yard</u>
Gametime	<u>\$1.00 per linear ft</u>	<u>\$12.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	<u>\$85.00 per linear ft</u>	<u>\$75.00 per cubic yard</u>
Lanier Plans, Inc. dba Korkat, Inc.	<u>\$4.60 per linear ft</u>	<u>\$15.60 per linear ft</u>	<u>\$4.36 per sq ft</u>	No Bid	<u>\$16.10 per cubic yard</u>
Leadex Corporation	<u>\$16.80 per linear ft</u>	<u>\$15.00 per linear ft</u>	<u>\$4.50 per sq ft</u>	<u>\$65.00 per linear ft</u>	<u>\$30.00 per cubic yard</u>
Miracle Recreation Equipment Company	<u>\$13.00 per linear ft</u>	<u>\$13.00 per linear ft</u>	<u>\$7.00 per sq ft</u>	No Bid	<u>\$40.00 per cubic yard</u>
No Fault Sport Group, LLC	No Bid	No Bid	No Bid	No Bid	No Bid
Play It Safe	<u>\$24/6" wide & \$10/4" wide per linear ft</u>	<u>\$16.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	No Bid	<u>\$39.00 per cubic yard</u>
Playmore West, Inc.	<u>\$20.00 per linear ft</u>	<u>\$12.00 per linear ft</u>	<u>\$6.00 per sq ft</u>	<u>\$100 per linear ft</u>	<u>\$65.00 per cubic yard</u>
PlayPower LT Farmington, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
RCP Shelters, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>\$9.00 per linear ft</u>	<u>\$15.00 per linear ft</u>	<u>\$5.00 per sq ft</u>	<u>\$80.00 per linear ft</u>	<u>\$16.00 per cubic yard</u>
Rep Services, Inc.	<u>\$11.25 per linear ft</u>	<u>\$18.75 per linear ft</u>	<u>\$6.25 per sq ft</u>	<u>\$100.00 per linear ft</u>	<u>\$20.00 per cubic yard</u>
Shade Systems, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	<u>\$22/6" wide & \$15/4" wide</u>	<u>\$40.00 per linear ft</u>	<u>\$5.50 per sq ft</u>	<u>\$40.00 per linear ft</u>	<u>\$45.00 per cubic yard</u>

	<u>per linear ft</u>				
Spectra Contract Flooring	No Bid	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	<u>\$25/6" wide & \$13/4" wide per linear ft</u>	<u>\$23.00 per linear ft</u>	<u>\$4.05 per sq ft</u>	<u>\$33.00 per linear ft</u>	<u>\$20.00 per cubic yard</u>
Sun Shade, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
Superior Park Systems, Inc.	<u>\$29/6" wide & \$13.75/4" wide per linear ft</u>	<u>\$27.00 per linear ft</u>	<u>\$5.50 per sq ft</u>	<u>\$32.00 per linear ft</u>	<u>\$22.00 per cubic yard</u>
Taylor Supply LLC	No Bid	No Bid	No Bid	No Bid	No Bid
TofTurf by Roberson Industries, Inc.	No Bid	No Bid	No Bid	No Bid	No Bid
West Construction, Inc.	<u>\$20.00 per linear ft</u>	<u>\$13.00 per linear ft</u>	<u>\$4.50 per sq ft</u>	<u>\$78.00 per linear ft</u>	<u>\$17.00 per cubic yard</u>

VENDOR	ITEM 15	ITEM 16	ITEM 17	ITEM 18	ITEM 19	Item 20	Item 21
(Ace Surfaces)	---	---	---	---	---	---	---
American Recreational Solutions, Inc.	No Charge	<u>\$900.00</u>	No	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
Apollo Sunguard Systems	No Bid	<u>\$1,800.00</u>	No	<u>Yes</u>	No	No	No
Bliss Products & Services, Inc.	<u>\$250.00</u>	<u>\$1,000.00</u>	No	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Christensen Systems	No Bid	No Bid	No	No	<u>Yes</u>	No	No
Columbia Cascade Company	No Bid	No Bid	No	No	No	<u>Yes</u>	No
D.W. Recreation Services, Inc.	<u>\$150.00</u>	No Bid	No	No	<u>Yes</u>	No	<u>Yes</u>
Gametime	<u>\$600.00</u>	<u>\$675.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Lanier Plans, Inc. dba Korkat, Inc.	<u>\$300.00</u>	<u>\$750.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>

Leadex Corporation	<u>\$450.00</u>	<u>\$900.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Miracle Recreation Equipment Company	No Bid	<u>\$950.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
No Fault Sport Group, LLC	No Bid	No Bid	<u>Yes</u>	No	No	<u>Yes</u>	<u>Yes</u>
Play It Safe	No Bid	<u>\$650.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Playmore West, Inc.	<u>\$1,000.00</u>	<u>\$750.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
PlayPower LT Farmington, Inc.	No Bid	<u>\$550.00</u>	No	<u>Yes</u>	No	No	No
RCP Shelters, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid
Regal Contractors, Inc.	<u>\$450.00</u>	<u>\$1,000.00</u>	<u>Yes</u>	No	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Rep Services, Inc.	<u>\$500.00</u>	<u>\$800.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	No Bid
Shade Systems, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid
SkyShades of South Florida	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid
Southeast Surfacing & Recreation LLC	<u>\$200.00</u>	<u>\$750.00</u>	<u>Yes</u>	No	<u>Yes</u>	No	<u>Yes</u>
Spectra Contract Flooring	No Bid	No Bid	<u>Yes</u>	No Bid	No Bid	No Bid	No Bid
Sports Systems International, Inc.	<u>\$350.00</u>	<u>\$2,500.00</u>	No	<u>Yes</u>	No	<u>Yes</u>	No
Sun Shade, Inc.	No Bid	No Bid	No Bid	<u>Yes</u>	<u>Yes</u>	No Bid	No Bid

Superior Park Systems, Inc.	<u>\$375.00</u>	<u>\$2,895.00</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>	<u>Yes</u>
Taylor Supply LLC	No Bid	No Bid	No Bid	No Bid	No Bid	<u>Yes</u>	No Bid
TofTurf by Roberson Industries, Inc.	No Bid	No Bid	<u>Yes</u>	No	No Bid	No	<u>Yes</u>
West Construction, Inc.	<u>\$300.00</u>	<u>\$800.00</u>	No	<u>Yes</u>	No	<u>Yes</u>	No

LEGEND:

 = Award

() = Reject

MINORITY - (2-African American, 3-Hispanic American, 4-Native American, 5-Asian American, 6-American Woman, 7-Physically Impaired, 8-Other)

EXCEPTIONS:

Ace Surfaces - Reject entire bid. Bidder failed to submit required documents within the time requirements.

Leadex Corporation – Items 1 & 6 Reject bid for Landscape Structures. Bidder is not authorized to sell and install this manufacturer's products

Spectra Contract Flooring – Reject Items 1 & 2 – Bidder does not sell or install playground equipment.

RECOMMENDATION: It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

SS:GM:KA



To: Honorable Mayor and Village Council

Date: February 6, 2012

From: Ron E. Williams, Village Manager

Re: Extension of Interlocal Agreement
with Miami-Dade School Board

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION; AUTHORIZING THE EXTENSION OF THE INTERLOCAL AGREEMENT WITH THE MIAMI-DADE SCHOOL BOARD FOR USE OF THE CORAL REEF PARK, BASEBALL FIELD 3; PROVIDING FOR A THREE YEAR EXTENSION OF THE EXISTING NON-EXCLUSIVE USE INTERLOCAL AGREEMENT FOR PALMETTO SENIOR HIGH SCHOOL; AND PROVIDING AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

The Palmetto High School Boys baseball team has utilized the Coral Reef Park baseball field #3 since 2003 via an interlocal agreement between the Village of Palmetto Bay and Miami-Dade School Board. The existing agreement, which was initially extended in 2009, is set to expire on May 30, 2012, and an extension has been requested. Given the excellent track record of Palmetto High School regarding compliance to all use requirements, as well as their responsive and respectful manner in dealing with the Village, it is recommended that a three (3) year extension be granted; commencing on June 1, 2012 and terminating on May 31, 2015.

FISCAL/BUDGETARY IMPACT:

None.

It may also be noted that the Boys baseball team booster club contributes annually to field refurbishing costs.

RECOMMENDATION:

Approval.

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND
5 RECREATION; AUTHORIZING THE EXTENSION OF THE
6 INTERLOCAL AGREEMENT WITH THE MIAMI-DADE SCHOOL
7 BOARD FOR USE OF THE CORAL REEF PARK, BASEBALL FIELD 3;
8 PROVIDING FOR A THREE YEAR EXTENSION OF THE EXISTING
9 NON-EXCLUSIVE USE INTERLOCAL AGREEMENT FOR PALMETTO
10 SENIOR HIGH SCHOOL; AND PROVIDING AN EFFECTIVE DATE.

11
12 WHEREAS, high school students residing within the Village of Palmetto Bay attend
13 Palmetto Senior High School; and,
14

15 WHEREAS, the Palmetto Senior High School Boys Baseball Team does not have an on-
16 campus home field and for several years utilized the Coral Reef Park baseball field 3 as their home
17 field; and,
18

19 WHEREAS, the use of Coral Reef Park remains a need of Palmetto High School as a
20 suitable location for a home field for the Boys Baseball Team; and,
21

22 WHEREAS, Field 3 at Coral Reef Park is designed and constructed to accommodate high
23 school level baseball; and
24

25 WHEREAS, Palmetto Senior High School has, during the initial contract period, complied
26 with all Village requests, and been extremely responsive and respectful of the Village and the
27 residents regarding their use of Field 3; and,
28

29 WHEREAS, in 2003, the Miami-Dade School Board and Village executed a contract for the
30 use of Field 3 by the Palmetto Senior High School Boys Baseball Team; and,
31

32 WHEREAS, in 2009, the parties (the Miami-Dade County School Board on behalf of the
33 Palmetto Senior High School and the Village) entered into an interlocal agreement for an
34 extension of the field use agreement, expiring on May 30th, 2012; and,
35

36 WHEREAS, the parties desire to extend the interlocal agreement for an additional three (3)
37 year period; and,
38

39 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
40 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
41

42 Section 1. The attached interlocal agreement with the Miami Dade County School
43 Board, on behalf of Palmetto Senior High School for the use of Field 3 at Coral Reef Park, is hereby

1 extended for an additional three-year period; commencing on June 1, 2012 and termination on May
2 31, 2015.

3
4 **Section 2.** This resolution shall take effect immediately upon approval.

5
6
7 PASSED and ADOPTED this _____ day of February 2012.

8
9
10
11 Attest: _____
12 Meighan Alexander
13 Village Clerk

Shelley Stanczyk
Mayor

14
15
16 **APPROVED AS TO FORM:**

17
18
19 _____
20 Eve A. Boutsis,
21 FIGUEREDO & BOUTSIS, P.A., as Office
22 of the Village Attorney

23
24
25 **FINAL VOTE AT ADOPTION:**

- 26
27 Council Member Patrick Fiore _____
28
29 Council Member Howard J. Tendrich _____
30
31 Council Member Joan Lindsay _____
32
33 Vice-Mayor Brian W. Pariser _____
34
35 Mayor Shelley Stanczyk. _____
36

**FIRST AMENDMENT TO THE NON-EXCLUSIVE USE AGREEMENT
BETWEEN THE MIAMI-PALMETTO SENIOR HIGH SCHOOL AND THE
VILLAGE OF PALMETTO BAY**

This FIRST AMENDMENT TO THE NON-EXCLUSIVE USE AGREEMENT BETWEEN THE MIAMI-PALMETTO SENIOR HIGH SCHOOL AND THE VILLAGE OF PALMETTO BAY ("Amendment"), by and between THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a body corporate and politic (hereinafter referred to as the "Board"), and THE VILLAGE OF PALMETTO BAY, FLORIDA (hereinafter referred to as the "Village"), is made and entered into this _____ day of _____, 2012.

WITNESSETH:

WHEREAS, Village and Board entered into that certain Non-Exclusive Use Agreement dated August 20, 2009 (the "Agreement") for the baseball field at Coral Reef Park; and

WHEREAS, the Village and Board are desirous of amending certain terms and conditions of the Agreement, as more specifically set forth below; and

WHEREAS, the School Board of Miami-Dade County, Florida, has authorized this Amendment in accordance with Board Action No. 115, 382 at its meeting of December 14, 2011.

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The foregoing recitals are true and correct and incorporated herein by reference.
2. Section 3 of the Agreement (Terms of Use) is hereby amended to add the following language:

"Effective June 1, 2012, the term of this Non-exclusive Use Agreement shall be extended for a three (3) year period commencing June 1, 2012 and ending May 31, 2015."

3. Section 8.4 of the Agreement (Maintenance) is hereby amended to add the following language:

"Effective June 1, 2012, the maintenance amount shall be adjusted annually by the percentage increase reflected in the Consumer Price Index for all Urban Consumers, for the month of May. In no event however, will this amount increase by more than 4% per year."

4. Section 14.1 of the Agreement (Indemnification and Sovereign Immunity) is hereby amended to read as follows:

“The Board does hereby agree to indemnify and hold harmless the Village to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the Board shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the Board arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the Board. However, nothing herein shall be deemed to indemnify the Village from any liability or claim arising out of the negligent performance or failure of performance of the Village or as a result of the negligence of any unrelated third party.”

5. Section 14.2 of the Agreement (Indemnification and Sovereign Immunity) is hereby amended to read as follows:

“The Village does hereby agree to indemnify and hold harmless the Board, to the extent of the limitations included within Florida Statutes, Section 768.28, subject to the provisions in this act whereby the Village shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the Village arising out of the same incident or occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities, losses and causes of action which may arise as a result of the negligence of the Village. However, nothing herein shall be deemed to indemnify the Board from any liability or claim arising out of the negligent performance or failure of performance of the Board or as a result of the negligence of any unrelated third party.”

6. Section 20 of the Agreement (Attorney’s Fees) is hereby amended to read as follows:

“In the event of any litigation between the parties under this Agreement, each party shall be responsible for its own attorney’s fees and court costs through trials and appellate levels. The provisions of this paragraph shall survive the termination of this Agreement.”

7. All other terms and conditions of the August 20, 2009 Non-Exclusive Use Agreement as incorporated by reference herein into this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Village and Board have caused this First Amendment to the Non Exclusive Use Agreement between the Miami-Palmetto Senior High School and the Village of Palmetto Bay to be executed by their respective and duly authorized officers the day and year first hereinabove written.

VILLAGE:
VILLAGE OF PALMETTO BAY

BOARD:
THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA

By: _____
Village Manager

By: _____
Alberto M. Carvalho
Superintendent of Schools

ATTEST:
By: _____
Village Clerk

APPROVED AS TO FORM:

TO THE BOARD:
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

Attorney for VILLAGE

Attorney for BOARD

**NON-EXCLUSIVE USE AGREEMENT BETWEEN THE
MIAMI-PALMETTO SENIOR HIGH SCHOOL AND
THE VILLAGE OF PALMETTO BAY**

This non-exclusive use agreement (the "agreement") is entered into on this 20th day of August, 2009, by and between The School Board of Miami-Dade County, Florida ("Board") on behalf of Miami-Palmetto Senior High School ("School") and the Village of Palmetto Bay ("Village") for the shared use of "Field 3", which is the Northeast Baseball Field located in Coral Reef Park, Village of Palmetto Bay, Florida

WHEREAS, high school students residing within the Village of Palmetto Bay attend Palmetto Senior High School; and

WHEREAS, the Palmetto Senior High School Boys Baseball Team does not have a home field and has not been able to locate one; and

WHEREAS, there is an immediate need for a suitable location for a home field for the Palmetto Senior High School Boys Baseball Team; and

WHEREAS, Field 3 at Coral Reef Park is a suitable location on a temporary basis; and

WHEREAS, the parties agree to jointly work to find a permanent home field for the Palmetto Senior High School Boys Baseball Team at Coral Reef Park, Field 3; and

WHEREAS, the parties desire to extend the existing use agreement for up to three (3) years, through the end of May 30th, 2012. Prior to the end of the second year, the parties shall meet to negotiate any continuance of the use at Field 3; and,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged by all parties, the parties agree as follows:



Village

Board

1. **Whereas clauses.** The above referenced whereas clauses are incorporated by reference into this non-exclusive use agreement and stipulated to be true and accurate.

2. **Scope of Use.**

2.1 The Village Shall make available Field 3, the Northeast Baseball Field located in Coral Reef Park, Village of Palmetto Bay, Florida, for practice and games for the "Palmetto Senior High School Boys Baseball Team," which is the school's official baseball team during baseball season. Baseball season is defined as and includes the following periods: (1) Regular Season Practice and Games: January 15th – April 30th; and (2) Tournament (Practice Site only, as needed): May 1st – May 30th.

2.2 The School will not charge spectators to attend games at the Park.

2.3 The School shall monitor its players, staff, spectators and visiting team's players, staff and spectators to ensure compliance with all Village, school, and park rules and regulations. The School shall designate one person at each practice or game as the responsible party for ensuring compliance with all applicable rules and regulations. The School is responsible for the conduct of the entire group which includes spectators.

2.4 No alcoholic beverages are permitted in the park.

2.5 The School shall conduct its events in an orderly manner and so as not to annoy, disturb, or be offensive to park patrons or residents in the vicinity of its operation. The School shall control the conduct, demeanor and appearance of its officers, coaches, members, employees, agents and representatives and demeanor and conduct of customers, spectators and patrons. In the event the Village notifies the School of

observed inappropriate behavior, the School will take immediate steps to correct the behavior.

2.6 All use of Field 3 shall be in accordance with the schedule identified at section 6, infra.

2.7 In no event may Field 3 be used for night practice or night games. The School specifically agrees that it will not seek to use Field 3 for the night practice or games. Nor shall the School seek to have the Village, the County or the School Board add field lights to the Park.

2.8 No voice or sound amplification of public address equipment will be used unless prior approval in writing by the Village.

3. **Term of Use.** This non-exclusive use agreement shall be for the use for a three (3) year period and will expire no later than May 30th, 2012. Prior to the end of the second year under this agreement, the parties shall meet to negotiate any extensions or continued use of Field 3 for the period after the existing contract expires.

4. **Times of Use.** The School will be provided first priority in scheduling and coordinating access to Field 3 during baseball season. Field 3 may be scheduled for use by the school during baseball season for the following time periods:

- Practice Days from 3:00p.m.-6:00p.m.;
- Weekday Game Days from 2:00p.m.-6:30p.m.;
- Saturday Practice and Games from 8:00 a.m.-noon.

5. **Priority of Use and Non-Exclusive Use.** Field 3 may be made available by the Village to any other users, at other times that are not scheduled for use by the School for practice or games, without restrictions. The Village will review the calendar of

proposed practice and game events provided by the school prior to scheduling any third parties to use Field 3. Subject to the School calendar, the Village may authorize and schedule other events for third persons for Field 3.

6. **Scheduling.**

6.1 At least one month prior to the start of baseball season, the School shall provide the Village with a schedule for the proposed use of Field 3. The School and Village shall agree upon a mutually acceptable schedule for practices and games in compliance with Section 2, above. The School shall provide immediate written notice to the Village of any change in the proposed schedule.

6.2 Any special events or additional facility usage will require written approval from the Village manager.

7. **Capital Improvements**

7.1 The Board, subject to the prior written approval by the Village manager, may make capital improvements to Field 3. A list of possible improvements is attached as exhibit 1. Both parties agree that any capital improvements will occur over the three year term of the underlying agreement, as funding becomes available.

7.2 The costs of all capital improvements initiated by the Board are the sole financial responsibility of the Board.

7.3 The Village will retain ownership of any and all permanent improvements to Field 3, such as a new backstop, permanent dugouts, grass infield, etc.

7.4 The Board shall retain ownership of any removable or temporary improvements, such as a removable outfield fence, pitching machines, etc.

 Village
Board

7.5 During the term of this non-exclusive use agreement, the Board shall be responsible for maintaining any capital improvements undertaken at Field 3.

7.6 All equipment, site improvements and signage installed by the School shall be approved by the Village prior to installation. The Board shall not install, remove or replace the equipment or furnishings without notification to, and prior approval by the Village.

7.7 The Board agrees that any temporary fencing installed in the outfield shall be seen through and that netting beyond the outfield shall be installed as needed.

8. **Maintenance**

8.1 The Village shall be responsible for normal maintenance of Field 3, as are performed throughout Coral Reef Park.

8.2 The Board shall be responsible for general cleanup of Field 3 and the parking lots used in conjunction with a practice or game. The Board will clean the entire ball field or facility area including the dugout, fence lines and spectator's area after each day's use and will place all trash in the Village's trash receptacles.

8.3 The Board shall take good care of Field 3, to ensure that upon the expiration of this non-exclusive use agreement, or its termination in any manner, Field 3 is in not worse condition than it was at the commencement of this non-exclusive use agreement.

8.4 The Board shall pay the Village \$300.00 per week for non-normal maintenance specifically including dragging the infield and lining the field (during

baseball season). After the first year of the three year term the school shall pay an annual four (4) percent cost of living increase (COLA) to the Village.

9. **Parking and Transportation**

9.1 Participants, including staff, players, coaches, visiting teams and spectators, shall be directed to use the northeast parking lot on 77th Avenue.

9.2 Under no circumstances shall anyone park in the residential areas surrounding the park, specifically including the residential area immediately north of the park.

9.3 Visiting Teams shall use school buses to attend games.

9.4 For practice days, the Board agrees to continue the practice of caravanning to the practice site.

9.5 For game days, the Board agrees that, should parking capacity at the northeast lot become a concern, the team will travel to the park in a school bus.

10. **Security**. The Board shall be responsible for providing appropriate levels of security to include the use of administrative and athletic personnel, non-sworn security staff and sworn School Board Officers. The Village reserves the right to require additional security, if needed, as determined by the parties. The expenses of additional security, such as off-duty Police Officers, will be the responsibility of the school.

11. **Termination Due to Breach**

11.1 Either party may terminate this agreement due to a material breach by the other party, which breach has not been cured within 24 hours of the date of receipt of written notice of breach from the party seeking termination.

11.2 Termination shall be effective as of the end of the 24 hour period in the case of any uncured material breach.

11.3 Neither party shall have any liability to the other for any incidental consequential or other damages due to termination for material breach.

11.4 The rights and remedies of the parties provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this agreement.

12. **Termination for Convenience**. Prior to the start of baseball season, either party may terminate this agreement without cause upon 30 days written notice to the other party. If baseball season has already started, the Village may terminate this agreement without cause upon 30 days written notice, but the termination shall become effective at the end of the baseball season.

13. **Signs**. Any signage, temporary or permanent, shall be pre-approved by the Village.

14. **Indemnification and Sovereign Immunity**

14.1 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Board shall defend, indemnify and hold harmless the Village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Village or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by school, its employees, officers, students and agents. The Village shall promptly notify the Board of each claim, cooperate with the school in

the defense and resolution of each claim and not settle or otherwise dispose of the claim without School's participation.

14.2 To the extent permitted by law and as limited by Section 768.28, Florida Statutes, Village shall defend, indemnify and hold harmless the School and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Board or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by Village, its employees, officers, students and agents. The Board shall promptly notify Village of each claim, cooperate with Village in the defense and resolution of each claim and not settle or otherwise dispose of the claim without Village's participation.

14.3 The indemnification provisions of this agreement shall survive termination of this agreement for any claim that may be filed after the termination date of the agreement provided the claims are based upon action that occurred during the performance of this agreement.

15. **Insurance.** The Board shall provide Village with a letter of self-insurance providing coverage for the protection and indemnification of the Village and the Board with respect to any and all claims for bodily injury/property damage and automobile liability.

16. **Notices.** Whenever any party is required to give or deliver any notice to any other party, or desires to do so, such notices shall be sent via certified mail, e-mail, private postal service or hand delivery to:

Board: The School Board of Dade County, Florida
c/o Superintendent of Schools
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 912
Miami, Florida 33132

With a copy to: Miami-Dade County Public Schools
Facilities Planning
Attn: Administrative Director
1450 N.E. 2nd Avenue, Room 525
Miami, Florida 33132

The School Board of Miami-Dade County, Florida
c/o School Board Attorney
1450 N.E. 2nd Avenue, Room 400
Miami, Florida 33132

School: Howard I. Weiner, Principal
Miami-Palmetto Senior High School
7460 S.W. 118th Street
Pinecrest, Florida 33156

Village: Ron Williams, Village Manager
Village of Palmetto Bay
8950 S.W. 152nd Street
Palmetto Bay, Florida 33157

17. **Severability.** If a term, provision, covenant, contract or condition of this agreement is held to be void, invalid, or unenforceable, the same shall not affect any other portion of this agreement and the remainder shall be effective as though every term, provisions, covenant, contract or condition had not been contained herein.

18. **Counterparts.** This agreement may be signed in one or more counterparts, each of which when executed shall be deemed an original and together shall constitute one and the same instrument.

19. **Choice of Law.** This agreement shall be governed by the laws of the State of Florida. Venue shall lie in Miami-Dade County.

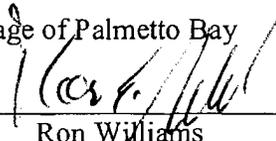
20. **Attorney's Fees.** In the event either party to this agreement is required to retain legal counsel to enforce any of its rights under this agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non prevailing party together with court costs incurred in any litigation at any trial and appellate proceedings. However, neither party shall be responsible for or subject to pre judgment interest.

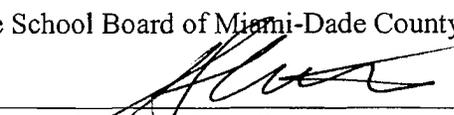
21. **Assignment and Amendment.** No assignment by either party of this agreement or any part of it, or any monies due or to become due, shall be made. This agreement may only be amended, by the parties, with the same formalities as this agreement.

22. **Compliance With Federal, State and Local Laws.** The Parties agree that they shall comply with all applicable laws, ordinances and codes of Federal, State and Local Governments, including but not limited to, the Americans with Disabilities Act, as they apply to this Agreement.

23. **Authority of Superintendent.** The Superintendent of Schools shall be the party designated by the BOARD to grant or deny all approvals required by this Agreement or to cancel this Agreement.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized officers have executed this contract as of the date first above written.

Village of Palmetto Bay
By: 
Ron Williams
Village Manager

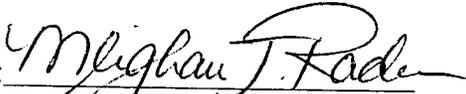
The School Board of Miami-Dade County, Fl
By: 
Alberto M. Carvalho
Superintendent of Schools

Village of Palmetto Bay

The School Board of Miami-Dade County, Fl

ATTEST:

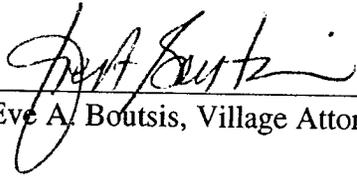
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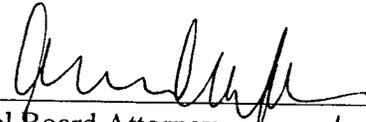
By: 
Meighan J. Rader,
Village Clerk

By: _____
School Board Clerk

Approved as to form:

Approved as to form & legal sufficiency:


Eve A. Boutsis, Village Attorney


School Board Attorney
8/14/09



To: Honorable Mayor and Village Council

Date: January 30, 2012

From: Ron E. Williams, Village Manager

Re: Recommendation to Negotiate
With Junior's Catering for Park
Concession Operations

A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND RECREATION AND RFP-2011-PR-005; APPROVING THE VILLAGE MANAGER'S RECOMMENDATION TO BEGIN NEGOTIATIONS WITH JUNIOR'S CATERING TO PROVIDE CONCESSION SERVICES AT CORAL REEF AND PALMETTO BAY PARKS WITH SUBSEQUENT RECOMMENDATION FOR AWARD CONTINGENT UPON TERMS AND CONDITIONS AGREEABLE BY BOTH PARTIES; AUTHORIZATION OF SAID NEGOTIATIONS BY THE VILLAGE COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

BACKGROUND AND ANALYSIS:

Pursuant to receipt of proposals in response to RFP-2011-PR-005 for Concession Operation at Village Parks, an evaluation committee was selected by the Village Manager and charged with the responsibility of reviewing the merits of each proposal; determine whether proposals received were responsive, and if subsequent interviews with proposers were necessary. On January 20, 2012 two proposals were received in response to RFP -2011-PR-005 by the Village Clerk. The evaluation committee met on January 25, 2012, and concluded with the determination that neither proposal could be formally recommended due to the following: Toby's Concession Services was found to be in arrears with two governmental agencies, one of major significance, with two contracts either terminated or not renewed. Junior's Catering failed to provide monetary consideration in the form of a base rent, and offered only a percentage payment once annual revenues exceeded \$150,000; as well as submitting forms and/or affidavits without required notary seal and signatures. At a second meeting of the evaluation committee held on January 30, 2012, the procurement process was discussed in greater detail; specifically the provision of allowing for negotiations with a recommended proposer in the event less than three proposals were received, as the primary item for consideration. Upon deliberating, the committee recommended the initiation of negotiations with Junior's Catering contingent upon both Village Manager and Village Council approval; thus the recommended action expressed in this document. Should subsequent negotiations be successful in effectuating favorable terms and conditions by both

Village and Junior's Catering, the item would be brought back to the Village Council for review and ratification.

FISCAL/BUDGETARY IMPACT:

None at this time.

RECOMMENDATION:

Approval

1 RESOLUTION NO. _____
2

3 A RESOLUTION OF THE MAYOR AND VILLAGE COUNCIL OF THE
4 VILLAGE OF PALMETTO BAY, FLORIDA, RELATING TO PARKS AND
5 RECREATION AND RFP-2011-PR-005; APPROVING THE VILLAGE
6 MANAGER'S RECOMMENDATION TO BEGIN NEGOTIATIONS
7 WITH JUNIOR'S CATERING TO PROVIDE CONCESSION SERVICES
8 AT CORAL REEF AND PALMETTO BAY PARKS WITH SUBSEQUENT
9 RECOMMENDATION FOR AWARD CONTINGENT UPON TERMS
10 AND CONDITIONS AGREEABLE BY BOTH PARTIES;
11 AUTHORIZATION OF SAID NEGOTIATIONS BY THE VILLAGE
12 COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.
13

14 WHEREAS, in a continued effort to provide our residents with exceptional park facilities in
15 which they can enjoy a myriad of leisure activities and services, creating a lifetime of memorable
16 experiences, the Village recently advertised a Request for Proposals for the Operation of
17 Concession Facilities; and
18

19 WHEREAS, the Village received two proposals for RFP-2011-PR-005, entitled 'Operation
20 of Concession Facilities'; and
21

22 WHEREAS, the Village Manager appointed a four member evaluation committee
23 comprised of the Parks and Recreation Department Director, Parks and Recreation Manager, and
24 two Palmetto Bay Residents with extensive restaurant/food and beverage operations experience;
25 and
26

27 WHEREAS, in accordance with the Village's procurement process, i.e., miscellaneous
28 provisions regarding receipt of less than three proposals, the Village Administration wishes to
29 enter into contract negotiations to effectuate terms and conditions agreeable to both parties; and
30

31 WHEREAS, the evaluation committee has recommended that the aforementioned
32 provision be exercised, with Junior's Catering being deemed as the most qualified and responsive
33 proposer to merit such negotiations.
34

35 NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND VILLAGE
36 COUNCIL OF THE VILLAGE OF PALMETTO BAY, FLORIDA, AS FOLLOWS:
37

38 Section 1. The Village Manager is hereby authorized to enter into contract negotiations
39 with Junior's Catering.
40

41 Section 2. Should said negotiations be successful, the Village Manager shall bring the
42 item back before the Village Council for review and ratification of recommended contract.
43

44 Section 3. This resolution shall take effect immediately upon adoption

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PASSED and ADOPTED this _____ day of February 2012.

Attest: _____
Meighan Alexander
Village Clerk

Shelley Stanczyk
Mayor

APPROVED AS TO FORM:

Eve A. Boutsis,
FIGUEREDO & BOUTSIS, P.A., as Office
of the Village Attorney

FINAL VOTE AT ADOPTION:

Council Member Patrick Fiore _____

Council Member Howard J. Tendrich _____

Council Member Joan Lindsay _____

Vice-Mayor Brian W. Pariser _____

Mayor Shelley Stanczyk. _____



To: Ron E. Williams, Village Manager

Date: January 30th, 2012

From: Fanny Carmona Gonzalez
Parks & Recreation Director

Re: RFP #2011-PR-005
Evaluation Committee Findings

Pursuant to the Village's receipt of proposals submitted in response to RFP #2011-PR-005 for the Operation of Concession Facilities, i.e., Coral Reef, Palmetto Bay and Ludovici parks, the evaluation committee met on January 25th and 30th, 2012; with the task of analyzing the data submitted to determine the proposal's compliance with RFP requirements, qualifications of proposer(s), accuracy of information provided and the whether the subject proposal may be deemed as responsible and merit a recommendation for award by the Village Manager. There were two proposals that had been timely received by the Village.

Based on the information discovered/presented and discussed at the initial meeting, and by an unanimous vote, the committee deemed the proposals proffered by Mr. Chris De La Hoz, Toby's Concession Services and Junior Silva, Junior's Catering should be considered as insufficient and thus not to be recommended for award as presented.

Information found to be not in the best interest of the Village to enter into contract negotiations with Mr. Chris De La Hoz, Toby's Concession Services, Inc.:

- As per Miami-Dade County Contract Managers Kevin Kerwin and John Seaman, the beach concession contracts of Toby's Concessions Services were terminated due to the fact that they were in excess of \$200,000 in arrears regarding compensation to the County. Negotiations are underway which may result in a settlement of between \$70-80,000. Additionally, Miami Dade County elected not to renew Toby's agreement for concession operations at the Palmetto Golf Course. As per Mr. Kerwin, although Mr. de la Hoz and family are wonderful people, and extremely nice; it would be a huge risk for the Village to consider an award to Toby's.
- As a matter of record, shortly after the evaluation committee met, representatives of Broward County called to offer requested information ref Toby's Concession Services. Contractually, Toby's operates several year-round and seasonal concessions; however, is currently in excess of 60-days/\$20,000 in arrears, and will be placed on notice in a matter of days.

Considerations supporting the position that the proposal proffered by Junior Silva of Junior's Catering would not be in the Village's best interest:

- The monetary consideration to the Village is in the form of a percentage of the gross receipt; which does not begin until gross sales exceed \$150,000 for Coral Reef and

Palmetto Bay parks, and \$50,000 for Ludovici Park. Should sales not reach these levels, no payment would be required from the Concessionaire. Conceivably, concession operations could go on for years without the Village receiving a single dollar of revenues.

- Specific documentation, required as a part of the proposal submittal, was not in compliance with RPF mandates; e.g. addendums and affidavits (not notarized).

At the second meeting, the committee considered the possible recommendation of the option pursuant to the miscellaneous provision of the procurement code for RFP processes in which less than three proposals are received; i.e., the Village Council may approve subsequent negotiations with a proposer to effectuate a terms and conditions acceptable to both parties. This consideration would expedite the process of arriving at an award of bid for Village Council deliberation; thereby foregoing several additional months of having no concession services available to the public.

Based on the above described information, the selection committee concluded that it would be in the Village's best interest in recommending subsequent negotiations with Junior's Catering; and should negotiations fail, proceeding with negotiations with Toby's Concession Services (with built-in protections regarding payments to Village). The individual statements of the selection committee, as reflected in the record, are as follows:

<u>Committee Member:</u>	<u>Toby's Concession Services</u>	<u>Junior's Catering</u>
Fanny Carmona-Gonzalez:	Second in line for negotiations	Negotiate First
Kirk Hearin:	Second in line for negotiations	Negotiate First
Eric Haas: (Owner, Sports Grill)	Second in line for negotiations	Negotiate First
Robert Benezra: (President, Great Chefs of America)	Second in line for negotiations	Negotiate First



REQUEST FOR PROPOSALS

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

TITLE: OPERATION OF CONCESSION FACILITIES

ISSUED: DECEMBER 9th, 2011
RFP# 2011 – PR-005

OPENING DATE:

Sealed proposals will be received by the Village Clerk, at 9705 East Hibiscus Street, Palmetto Bay, FL 33157, on or before **Friday, January 20th, 2012 no later than 2:00 p.m.**

A **mandatory pre-proposal meeting will be held on Friday, January 6th, 2012, at 10:00 a.m.** at the Edward and Arlene Feller Community Room at Ludovici Park, 17641 Old Cutler Road, 2nd Floor, Palmetto Bay, Florida 33157.

PUBLIC NOTICE IS HEREBY GIVEN that pursuant to the Village's Cone of Silence and Code of Ethics Ordinance, a "Cone of Silence" is imposed concerning this proposal. The "Cone of Silence" prohibits communications concerning RFP's, RFQ's, or Bids, with staff or Village Council, as delineated in the above referenced ordinances.

The Village of Palmetto Bay Council:

Mayor Shelley P. Stanczyk
Vice Mayor Brian W. Pariser
Councilmember Patrick Fiore
Councilmember Howard J. Tendrich
Councilmember Joan Lindsay

Ron E. Williams, Village Manager
Eve A. Boutsis, Esq., Village Attorney
Meighan J. Alexander, CMC, Village Clerk

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SECTION 1 – REQUEST FOR PROPOSALS NOTICE

**VILLAGE OF PALMETTO BAY
REQUEST FOR PROPOSALS RFP#: 2011-PR-005
OPERATION OF CONCESSION FACILITIES**

The Village of Palmetto Bay is currently soliciting proposals from qualified individuals and/or firms to manage maintain and operate the concession facilities at Coral Reef and Palmetto Bay Parks; with an optional opportunity for a mobile kiosk unit at Ludovici Park.

Sealed proposals will be received by the Village Clerk, at 9705 East Hibiscus Street, Palmetto Bay, FL 33157, no later than 2:00 p.m. on or before Friday, January 20th, 2012, at which time they will be publicly opened and announced. A mandatory pre-proposal meeting will be held on Friday, January 6th, 2012 at 10:00 a.m. at the Edward and Arlene Feller Community Room at Ludovici Park, 17641 Old Cutler Road, 2nd Floor, Palmetto Bay. Site visits to the park locations will be conducted at the conclusion of the pre-proposal meeting.

To be considered, all interested parties must request a copy of the Request for Proposal (RFP) and submit one original and five copies and a CD PDF of the required information and documents in one (1) sealed envelope, entitled “REQUEST FOR PROPOSALS RFP#: 2011-PR-005– OPERATION OF CONCESSION FACILITIES”. Late submittals and facsimile submissions will not be considered. The respondent shall bear all costs associated with the preparation and submission of the response to the RFP.

The Village reserves the right to reject any or all proposals, to terminate the process at any time (and recommence it at a later time from the beginning), to waive any informalities or irregularities in any submittal, to award in whole or in part to one or more respondents or take any other such actions that may be deemed in the best interest of the Village.

Interested, qualified firms can obtain information by contacting the Village of Palmetto Bay at (305) 259-1234.

SECTION 2 – BACKGROUND INFORMATION

2.0 General

- a) The Village is requesting sealed proposals from qualified and experienced firms for the operation of concession facilities at Village parks. Upon the Village Council's ratification of the Selection Committee's rankings, the Village will enter into an agreement with the selected Contractor/Proposer to manage, maintain and operate the concession facilities at two (2) of its park facilities as further detailed in Section 4.4 entitled "Scope of Services."; with an option to also propose concession operations at a third park facility.
- B) It is the Village's intent and the purpose of these specifications to secure a qualified firm(s) to manage, maintain and operate the Concession Facilities ("Concessions"), which shall include, the storage and purchase of food and beverage supplies and all other_required inventory for the preparation and sale of food and beverages as authorized by the Village.
- C) The successful Proposer must be an independent Contractor/Proposer and the individual(s) assigned to work for the Village by the Contractor/Proposer shall be subject to the approval of the Village, and will not be a Village employee(s). The successful Proposer shall execute a written agreement for approval by the Village Council. A criminal background check shall be required for all staff assigned to operate the concession facilities, pursuant to Ordinance No. 08-10 of the Village of Palmetto Bay and as further detailed in Section 4.5.8 of this RFP. The background checks will be provided to the Village. Any individuals with a felony, or violent crime history, including but not limited to domestic violence, assault, or violations that would violate the Village's adopted Shannon Melendi Ordinance would be precluded from providing services.

2.1 Insurance Requirements

The Contractor/Proposer shall maintain insurance in accordance with the provisions set forth below:

- A. The liability insurance shall protect the Contractor/Proposer, the Village from claims set forth below that may arise out of or result from the Contractor/Proposer's operations under the Agreement and for which the Contractor/Proposer may be legally liable, whether such operations be by the Contractor/Proposer or by anybody performing work for the Contractor/Proposer under the Agreement or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 1. claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Services to be performed;
 2. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor/Proposer's employees;
 3. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor/Proposer's employees;
 4. claims for damages insured by usual personal injury liability coverage that are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor/Proposer, or (2) by another person;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting there from;
 6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and
 7. claims involving contractual liability insurance applicable to the Contractor/Proposer's obligation.
- B. The Insurance required for the Concession Facility Use Agreement shall be written for not less than limits of liability specified in this RFP or as required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Services until date of final payment and termination of any coverage required to be maintained after final payment.
- C. Certificates of Insurance acceptable to the Village shall be filed with the Village prior to commencement of the Services. Village of Palmetto Bay, and shall be named as an additional insured on all required insurance coverage. These Certificates and the insurance policies required shall contain a provision that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to the Village, except that the cancellation notice period for non-payment of premiums for Worker's Compensation policies shall be ten (10) days. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment. The Contractor/Proposer shall furnish information concerning reduction of coverage with reasonable promptness in accordance with the Contractor/Proposer's information and belief.
- D. To the extent permitted by law, and as limited by section 768.28, Florida Statutes, the Independent Contractor/Proposer shall defend, indemnify and hold harmless the Village and its officers, employees, or agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, which town or its officers, employees, or agents may incur as a result of any claim, demand, suit, or cause of action or proceeding of any kind or nature arising out of, relating to, or resulting from the negligent performance of this agreement by the film company, its employees, officers and agents. The Independent Contractor/Proposer shall promptly notify the Village of each claim, cooperate with the Village in the defense and resolution of each claim and not settle or otherwise dispose of the claim without the Village's participation.
- E. Coverage Required Minimum Limits
- | | |
|---|--|
| 1. Worker's Compensation | Statutory Limits – State of Florida |
| 2. Employers' Liability | \$1,000,000 accident/disease
\$1,000,000 policy limit,
disease |
| 3. General Liability,
Contractual Liability, | \$1,000,000 general
aggregate, \$1,000,000each |

Special Form Property Damage occurrence
Personal Injury Liability, Explosion,
Collapse, Underground,
Products, Automobile

2.2 Force Majeure:

The performance of any act by the Village or Contractor/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, rebellion, strikes, lockouts or any cause beyond the reasonable control of such party, provided however, the Village shall have the right to provide substitute service from third-parties or Village forces and in such event the Village shall withhold payment due Contractor/Proposer for such period of time. If the condition of force majeure exceeds a period of 14 days the Village may, at its option and discretion, cancel or renegotiate this Agreement.

2.3 Waiver of Jury Trial:

The Village and the Contractor/Proposer knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

SECTION 3 – GENERAL CONDITIONS

3.0 Requests for Proposal (“RFP”) Documents

These RFP documents constitute the complete set of Proposal specifications and forms. All forms and documents must be executed, sealed and submitted as provided in Section 4 of this RFP. Proposals not submitted on the prescribed Proposal forms shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. Submittal of a response to this RFP constitutes a binding offer by the Proposer/Contractor. The Proposer/Contractor shall be responsible for his/her/its costs associated with preparing the submittal to the underlying proposal request.

3.01 Taxes

The Contractor/Proposer shall not be entitled to the Village’s tax exempt benefits. During the period of award of agreement, the successful Proposer shall pay any and all taxes of whatever nature lawfully levied upon or assessed that arise out of the operations of the concession area in connection with the execution of any agreement for concession services.

3.02 Additional Terms and Conditions/Exceptions

No additional terms and conditions submitted by the Proposer with the RFP Proposal shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP. No exception to the terms and conditions shall be allowed.

3.04 Interpretations and Inquiries

All Proposers shall carefully examine the RFP documents. Any ambiguities or inconsistencies shall be brought to the attention of the Village or its agent in writing prior to the Proposal deadline.

Any questions concerning the intent, meaning and interpretation of the RFP documents shall be requested in writing, at least six (6) calendar days before the due date. Written questions may be submitted by facsimile, electronic mail, or by US Postal Service to:

Fanny Carmona Gonzalez, Director of Parks & Recreation
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157
Fax: (305) 259-1290
fcarmona@palmettobay-fl.gov

Submission of a Proposal shall serve as prima facie evidence that the Proposer has examined the Agreement and is fully aware of all conditions affecting the provision of services.

No person is authorized to give oral interpretations of, or make oral changes to, the RFP documents. Therefore, oral statements shall not be binding and should not be relied upon. Any interpretation of, or changes to, the RFP documents shall be made in the form of a written addendum to the RFP document and shall be furnished by the Village to all Proposers who attend the mandatory pre-proposal meeting. Only those interpretations of, or changes to, the RFP document that are made in writing and furnished to the Proposers by the Village may be relied upon.

3.05 Verbal Agreements

No verbal agreement or conversation with any officer, agent, or employee of the Village, either before or after submittal of the proposal, shall affect or modify any of the terms or obligations contained in the Request for Proposal. Any such verbal agreement or conversation shall be considered as unofficial information and in no way binding upon the Village or the Contractor/Proposer.

3.06 No Contingent Fees

Contractor/Proposer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor/Proposer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor/Proposer, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

3.07 Independent Contractor/Proposer

On the form provided in Section 5 of this RFP, the Proposer shall list, and describe any relationships – professional, financial or otherwise – that it may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in this RFP. Additionally, the Proposer shall give the Village written notice of any other relationships – professional, financial or otherwise – that it enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of the Agreement.

3.08 Disqualification of Proposers/Contractors, No Conclusion Affidavit

More than one Proposal from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one Proposal for the same work will be cause for rejection of all Proposals in which such Proposers are

believed to be involved. The Contractor/Proposer shall include the Non-Collusion Affidavit as set forth in the form provided in Section 5 of this RFP and as described in Section 4 of the RFP. Contractor/Proposer's failure to include the affidavit shall result in disqualification.

3.09 Assignment; Non-transferability of Proposal

Proposals shall not be assigned or transferred. A Proposer who is, or may be, purchased by or merged with any other corporate entity during any stage of the Proposal process, through to and including awarding of and execution of an Agreement, is subject to having its Proposal disqualified as a result of such transaction. The Village Manager shall determine whether a Proposal is to be disqualified in such instances.

If, at any time during the Proposal process, filings, notices or like documents are submitted to any regulatory agency concerning the potential acquisition of Proposer, or the sale of a controlling interest in the Proposer, or any similar transaction, Proposer shall immediately disclose such information to Village. Failure to do so may result in the Proposal being disqualified, at the Village Manager's sole discretion.

3.10 Legal Requirements

Proposers are required to comply with all provisions of federal, state, county and local laws, ordinances, rules and regulations that are applicable to the services being offered in this RFP. Lack of knowledge of the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effects thereof.

3.11 Familiarity with Laws and Ordinances

The submission of a Proposal on the services requested herein shall be considered as a representation that the Proposer is familiar with all federal, state and local laws, ordinances, rules and regulations which affect those engaged or employed in the provision of such services, or equipment used in the provision of such services, or which in any way affects the conduct of the provision of such services; and no plea of misunderstanding will be considered on account of ignorance thereof. If the Proposer discovers any provisions in the RFP documents that are contrary to or inconsistent with any law, ordinance, or regulation, s/he shall report it to the Village Manager's in writing without delay.

3.12 Advertising

In submitting a Proposal, Proposer agrees not to use the results therefrom as a part of any Advertising or Proposer sponsored publicity without the express written approval of the Village Manager or designee.

3.13 Execute Agreement

The terms, conditions and provisions in this RFP shall be included and incorporated in the final Agreement between the Village and the successful Proposer(s). The order of precedence will be the Agreement, the RFP Documents, the Proposer's response and general law. Any and all legal action necessary to interpret or enforce the Agreement will be governed by the laws of Florida. Venue shall lie in Miami-Dade County, Florida.

3.14 Facilities

The Village Manager, Selection Committee, or designee reserves the right to inspect each Proposer's facilities at any reasonable time, during normal working hours, without prior notice to determine that the Proposer has a bona fide place of business, and is a responsible Contractor/Proposer.

3.15 Withdrawal or Revision of Proposal Prior to and After Opening

A Contractor/Proposer shall not withdraw, modify or correct a Proposal after it has been deposited with the Village. Any negotiations between the Village and prospective recommend proposer shall not constitute a modification and/or correction of proposal. The withdrawal, modification or correction of a Proposal after it has been deposited with the Village shall constitute a breach by the Contractor/Proposer. No Contractor/Proposer may withdraw its Proposal within 120 calendar days after the Proposal opening date.

3.16 Village's Exclusive Rights

The Village reserves the exclusive rights to:

1. Waive any deficiency or irregularity in the selection process when the value of the subject proposal is considered to be in the Village's best interest;
2. Accept or reject any or all Proposals in part or in whole;
3. Request additional information as appropriate; and,
4. Reject any or all submittals if found by the Village Council not to be in the best interest of the Village and/or in non-compliance to requirements specified herein.
5. Additionally, the Village may select one Proposer/Contractor for all three concession facilities, or in the alternative, may select different Proposers/Contractors for each concession facilities, if found by the Village Council to be in the best interest of the Village.

By submitting a Proposal for the services, all Contractor/Proposers acknowledge and agree that no enforceable Agreement arises until the Village negotiates and approves an Agreement with the selected Contractor/Proposer.

3.17 Addenda

The Village reserves the right to issue addenda. Each Contractor/Proposer shall acknowledge receipt of such addenda on the form provided herein. In the event any Contractor/Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her. It is the responsibility of each prospective Contractor/Proposer to verify that s/he has received all addenda issued before depositing the Proposal with the Village.

3.18 Review of the RFP Documents

By the submission of a Proposal to do the work, the Contractor/Proposer certifies that a careful review of the RFP documents has taken place and that the Contractor/Proposer is fully informed and understands the requirements of the RFP documents and the quality and quantity of service to be performed.

3.19 Adjustment/Changes/Deviations

No adjustments, changes or deviations to the RFP will be accepted unless the conditions or specifications of the RFP expressly so provide; e.g. Village's right to negotiate with prospective recommended proposer.

3.20 Public Records

Upon award recommendation or ten (10) days after Proposal opening, whichever is earlier, any material submitted in response to this RFP will become a "public record" and shall be subject to public disclosure

consistent with Chapter 119, Florida Statutes (Public Record Law). Contractor/Proposers must claim the applicable exemptions to disclosure provided by law in their response to the RFP by identifying materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary and legal. The Village reserves the right to make all final determination(s) of the applicability of the Florida Public Records Law.

3.21 Subcontracting

No subcontracting shall be permitted, except with the prior approval of the Village Manager, which shall be in his\her sole and absolute discretion. A list of all such subcontractors shall be included in the Proposal. If additional subcontractors are to be used during the term of the Agreement, other than those submitted in the Proposal, a list of such subcontractors shall be provided to the Village Manager, subject to the manager's approval.

3.22 Public Entities Crime

A person or affiliate as defined in Section 287.133, Florida Statutes, who or which has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime, may not submit a proposal on an Agreement to provide any goods or services to the Village and may not transact business with the Village in an amount set forth in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

By submitting a response to this RFP, Contractor/Proposer certifies that it is qualified under Section 287.133, Florida Statutes, "Public Entity Crime" statute regulations, to provide the services set forth in this Request for Proposal.

3.23 Eligibility:

All agents, employees and subcontractor/Proposers of the Contractor/Proposer retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility and shall comply with Ordinance No. 08-10, as adopted by the Village.

3.24. Contractor Contribution Prohibitions

- (a) Contractor acknowledges that pursuant to Section 7.6 of the Village Charter, no person or firm who directly or through a member of the person's immediate family or through a political action committee or through any other person makes a contribution to a candidate who is elected Mayor, Vice-Mayor or Council member, shall be permitted to lobby on behalf of another, any elected official, employee or appointment board or committee member for a period of four (4) years following the swearing in of the subject elected official.
- (b) Contractor further acknowledges that pursuant to Section 10-12 of the Village's Code, no person who is a vendor to the Village shall give a campaign contribution directly, or through a member of the person's immediate family, or through a political action committee, or through any other person, to a candidate, or to the campaign committee of a candidate, for the offices of Mayor, Vice Mayor, or Council Person. No candidate, or campaign committee of a candidate for the offices of Mayor, Vice Mayor, or Council Person, shall solicit or receive any campaign contribution from a person who is a vendor to the Village, or through a member of the person's immediate family, or through a political action committee, or through any other person on behalf of the person. This prohibition applies to

natural persons and to persons who hold a controlling financial interest in business entities. A person who directly, or through a member of the person's immediate family, or through a political action committee, or through any other person makes a contribution to a candidate for the office of Village Mayor, Vice Mayor or Council Person shall be disqualified for a period of one year two (2) following the election from transacting business with the Village. A vendor to the Village who has violated this prohibition shall forfeit any rights under any agreement with such vendor(s) and service(s) with said former shall immediate terminate. A violator shall all be subject to a fine in the total amount of any such contribution, plus \$500.

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SECTION 4 – PROPOSAL PROCESS

4.1 Mandatory Pre-proposal Meeting

A **mandatory** pre-proposal meeting will be held on **Friday, January 6th, 2012**, at **10:00 a.m.** local time. The mandatory pre-proposal meeting shall be held at the Edward and Arlene Feller Community Room at Ludovici Park, 17641 Old Cutler Road, 2ND Floor, Palmetto Bay. Visits to the project sites shall be conducted at the conclusion of the mandatory pre-proposal meeting.

Failure to attend the pre-proposal meeting shall disqualify Contractor/Proposer.

At the pre-proposal meeting, representatives of the Village will be available to answer questions and explain the intent of this RFP. Questions about, or requested modifications to, the RFP documents which have been submitted in writing and received by the Village at least five (5) business days prior to the pre-proposal meeting will be addressed. To the extent possible, the Village will also consider other questions or concerns that may be raised at that time. After the pre-proposal meeting, the Village may prepare written documentation to answer questions which were addressed at the pre-proposal meeting which relate to interpretation of, or changes to, the RFP documents which the Village deems appropriate for clarification and will be provided to all who attended the mandatory pre-proposal meeting, as documented by the signature and contact information provided on the sign-in sheet.

4.2 Preparation of Proposals

No Contractor/Proposer shall take exception to the specifications herein. Proposals taking exception to the specifications may be rejected as non-responsive.

4.2.1 Number of Proposals

Five (5) complete copies of the Proposal, one (1) original Proposal, and a CD PDF of the Proposal, are required to be submitted to the Village by the date and time indicated above. Each copy should contain all mandatory and optional information submitted by the Contractor/Proposer. Additional copies may be requested by the Village at its discretion.

4.2.2 Proposal Packaging

Each Proposal shall be submitted in a separate plain sealed parcel, box or other secure packaging, marked as the "Proposal", in accordance with Section 4.5. The outside of the sealed package shall clearly indicate the submitting RFP No. 2011-PR-005, "OPERATION OF CONCESSION FACILITIES", Contractor/Proposer's name, address and the name and telephone number of the Contractor/Proposer's specific contact person. **Sealed proposals which adhere to the requirements of this subsection shall be submitted to the Village by the date and time indicated in Section 4.3. Failure to comply may result in disqualification.**

4.2.3 Signatures

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

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

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

4.2.4 Proposal Format

The Proposal shall be typewritten on both sides of 8 ½ x 11 inch white paper. Pages shall be secured by staple, cerlox binding or similar closures. Proposals shall be organized in chapters according to Table 4.2.4. Chapters shall be separated by a tab indicating the chapter number.

All pages are to be consecutively numbered. If a form is provided and there is insufficient space for a response on a form, the response may be continued on a blank page immediately following the form. The additional pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc. If a form is provided and additional forms are needed, the form may be copied. The copied pages are to be numbered the same as the form with the addition of the letter "a" "b" "c" etc.

Responses shall be complete and unequivocal. In instances where a response is not required, or is not applicable or material to the Proposal, a response such as "no response is required" or "not applicable" is acceptable.

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Table 4.2.4 – Proposal Format

Proposal	
Chapter 1	Letter of Intent
Chapter 2	Contractor/Proposer's Statement of Organization
Chapter 3	Experience
Chapter 4	Financial Stability
Chapter 5	Financial Statement
Chapter 6	Litigation History
Chapter 7	Insurance Requirement
Chapter 8	Criminal Convictions
Chapter 9	Contractor/Proposer's Non-Collusion Certification
Chapter 10	Independence Affidavit
Chapter 11	Drug-free Workplace
Chapter 12	Addenda
Chapter 13	Certification to Accuracy of Proposal

4.3 Submittal, Receipt and Opening of Proposals

Sealed Proposals are due to later than **2:00 p.m., local time, on the Friday, January 20th, 2012**, when they shall be publicly opened. Proposals shall be addressed to the Village Clerk and shall be received at the address indicated below.

Meighan J. Alexander, Village Clerk
 Village of Palmetto Bay
 9705 East Hibiscus Street
 Palmetto Bay, Florida 33157

All Contractor/Proposers are reminded that it is the sole responsibility of the Contractor/Proposer to ensure that their Proposal is time stamped in the Office of the Village Clerk prior to **2:00 p.m., local time, on the Friday, January 20th, 2012**. Failure of a Contractor/Proposer to submit their Proposal and ensure that their Proposal is time stamped prior to the time stated above shall render a Contractor/Proposer to be deemed non-responsive and the Proposal shall not be considered for award.

4.4 Scope of Services

The Village of Palmetto Bay intends to select a single or multiple Contractor/Proposers, as determined by the Village, to maintain, manage and operate the Concessions at Coral Reef Park and Palmetto Bay Park, with an option in providing and managing a mobile kiosk unit at Ludovici Park. Dates and times will be mutually determined with the successful Contractor/Proposer(s) during contract negotiations. Operating hours shall be determined based on peak activity hours. It is the intent of the Village to operate the concessions seven (7) days per week. The Village envisions Coral Reef's Parkview Café as not only a concession facility servicing the many park patrons and activities on a daily basis, but a viable destination eatery for a business and/or leisurely lunch; as well as a light breakfast including specialty coffees (lattes/café con leche/etc). Palmetto Bay's Homeplate Grill is envisioned to be a multi-food concession servicing patrons involved with the many leagues, tournaments, playground, basketball courts and skate park activities. Apart from the aforementioned activities, the concession will also service patrons on leisurely weekend or holiday times. The optional consideration for a mobile unit on or near the amphitheater (previously know as the Stageside Café) is envisioned to offer food and beverage during library operations and special events.

Services shall include the general maintenance, operation and administration of the Concession at applicable Village park facilities, as further identified as Exhibit A. Regarding overall maintenance responsibilities of the Contractor, and for clarification, the Village shall be responsible to maintain the roof, structural integrity of the block walls, power supply up to electrical panel (unless greater capacity is required or damage occurs as a result of the Contractors action; then the Contractor shall be responsible). The Contractor/Proposer shall also include regular janitorial services and exterminating services in order to keep the facilities clean and free of pests which may pose a health risk to consumers. The frequency of the janitorial and exterminating services shall be determined during contract negotiations. Maintenance shall also include the replacement of light bulbs and any other fixtures within the Concessions which shall be required for the proper operation of the facilities. The Management and Operation of the Concessions shall refer to those activities normally associated with the day to day administration of a concession facility and shall include the purchase of food supplies, beverages and all other associated items required for the purpose of preparing, dispensing and selling foods and beverages to the general public, the maintenance of food and beverage inventory, the proper storage of food, beverages and other supplies, the preparation of foods and beverages, as applicable, the assignment of a dollar value (cost) to food, beverage and other miscellaneous items, and the collection and proper accounting of all monies generated by the operation of the Concessions. For additional information as to maintenance responsibilities see draft agreement attached.

4.4.1. Restrictions and Conditions

- A. Beverage items to be purchased and sold at the Concessions located at Palmetto Bay Park, as further identified in Exhibit A, shall be limited to the brands and products listed below for the respective facility as indicated. Any and all variations from the list provided herein must first receive written approval by the Village prior to the purchase and sale of the product.
 1. Palmetto Bay Park: Coca-Cola Brand products only shall be sold at this facility, other than unbranded coffee and fresh-brewed tea products, water drawn from public water supply or unbranded freshly-squeezed juice. Coca-Cola Brand products shall include Coca-Cola fruit drinks, sports drinks, soft drinks, energy drinks and water products. Cups shall be limited to "Approved Cups" which shall refer to disposable cups approved by Coca-Cola from time to time as its standard trademark cups and/or vessels and/or other containers approved by Coca-Cola.

Advertising shall be for Coca-Cola, the "exclusive" soft drink for Palmetto Bay Park. Coca-Cola products may SOLELY be installed in the Coca-Cola-marked refrigerators located in the Concessions area. Failure to comply with this condition shall result in immediate termination of Contractor/Proposer's agreement, for cause.

Coca-Cola products shall be prominently listed on any menu boards located at the Concessions. All Coca-Cola beverages and products for this specific facility, including approved cups, lids, and carbon dioxide shall be purchased directly from the Village's Coca-Cola Contractor/Contractor/Proposer, Coca-Cola Enterprises, Inc., d/b/a Florida Coca-Cola Bottling Company, a Delaware Corporation, 16569 SW 177th Avenue, Miami Florida 33177. Marketing of any competitor to Coca Cola Products at the Palmetto Bay Park shall be considered a material breach of the Contractor/Proposer's agreement with the Village and shall result in termination, for cause. Successful Contractor/Proposer shall comply with the terms and conditions of the Village's Beverage Agreement, which agreement is attached hereto as Exhibit D. Failure to do so shall result in a material breach of an awarded agreement, and shall be considered a "for cause" termination.

Such limitation on product brand and product supplies SHALL ONLY be applicable to the Concessions at Palmetto Bay Park.

- B. The selected Contractor/Proposer ("Concessionaire") shall adhere to the following rules and conditions concerning the operations of the Concessions at Village park facilities. Neglecting or intentionally failing to abide by these rules shall be grounds for contract termination.
1. No gas, coal, charcoal or similar portable cooking equipment is permitted inside or outside the Concession; excluding Palmetto Bay Park during tournaments and all parks ref special events, unless prior written approval is obtained from the Village and all applicable permits are secured as required by law.
 2. Concessionaires shall check the existing capacity of the electrical system at each location to determine whether there is sufficient capacity to operate their equipment. The use of extension cords and/or multi-plug adapters is strictly prohibited.
 3. The mobile unit shall be equipped with the appropriate fire extinguisher
 4. No vending machines shall be installed by the Concessionaire at any of the Village facilities; with exception to Coral Reef Park, which shall be a part of the contract negotiations.
 5. The sale of alcohol and any tobacco product is strictly prohibited.
 6. No items in glass containers may be sold in the Village parks.
 7. Signs, banners and other type of advertisement at the Village park facility shall be approved in writing by the Village Manager in advance and are to comply with the Village's Sign Code.
 8. Concessionaires must provide at least two large trash receptacles and one recycling receptacle in the vicinity of the Concessions, which shall be emptied daily.
 9. The design and appearance of the mobile Concession unit shall receive advance written approval by the Village Manager.

4.5 Selection Committee

Proposals submitted will be evaluated by the Selection Committee, chosen by the Village Manager, in his sole discretion. The selection committee will review submissions, conduct interviews, and provide a recommendation to the Village Manager who shall provide a recommendation to the Village Council. The Selection Committee may choose to meet to initially examine the documentation submitted in the Proposal to determine the responsiveness and responsibility of each Contractor/Proposer; or elect to incorporate proposal examinations, interviews, etc into one meeting. Failure to provide the required information shall disqualify any such Proposal as non-responsive and such Proposal will not be considered. The Committee shall also disqualify any Proposers/Contractors that make exaggerated or false statements or found to be ineligible based upon proposer requirements specified within this RFP document. The evaluation of the Proposals and the determination of conformity and acceptability shall be the sole responsibility of the Selection Committee. Such determination shall be based on information furnished by the Proposer/Contractor, as well as other information reasonably available to the Village. The Selection Committee may make such investigations as it deems necessary to determine the ability of the Proposer/Contractor to perform the services and the Proposer/Contractor shall furnish the Village all such information as the Selection Committee or Village Manager may request before and during the Proposal period. The Selection Committee reserves the right to make additional inquiries, interview some or all Proposers/Contractor, make site visits, obtain credit reports, or take other action it deems necessary to fairly evaluate all Proposers/Contractor. The Selection Committee may at its sole discretion reject a Proposer or qualify a Proposer/Contractor. Contractor/Proposers shall provide the following information in the Proposal:

4.5.1 Letter of Intent and Minimum Requirements.

The Letter of Intent is to be signed by an officer of the company authorized to bind the submitter to its provisions. The Letter of Intent is to contain a statement indicating the period during which the Proposal will remain valid; financial considerations proffered, etc. A period of no less than 120 calendar days is required.

4.5.2 Contractor/Proposer's Statement of Organization

Contractor/Proposers shall complete Form 1. Contractor/Proposers are permitted to supply additional information that will assist the Village in understanding the Contractor/Proposer's organization. Contractor/Proposer shall provide resumes for all individuals employed in a full-time or part-time capacity who shall provide services sought in this RFP. If resumes are not available, the Contractor/Proposer shall provide information indicating the name, job title, age, education and years employed with the firm.

4.5.3 Experience

Contractor/Proposer shall have a minimum of three (3) years of successful experience in managing and operating concessions and/or providing catering services and/or restaurant services. A summary of all of the most recently awarded and serviced comparable jobs, for the past three (3) years shall be provided. This record shall show the name of the facility owner and/or representative, address, description of services, dates of service, rates and fees and a contact/reference person with phone number, and email contact information. Contractor/Proposers shall provide three references for the jobs summarized using Form 2 provided in Section 5. Any proposer found to have had a contract terminated, voided and/or with multiple non-compliance/performance notices during the past five (5) years shall be disqualified from consideration.

4.5.4 Financial Stability

Contractor/Proposers shall demonstrate financial stability. Contractor/Proposers shall provide a statement of the Contractor/Proposer's financial stability, including information as to current or prior bankruptcy proceedings for the past five (5) years. Proposals shall include a copy of the most recent annual financial report/annual audit/10K and the most recent 10Q, if appropriate. Financial reports provided shall include, at a minimum, a Balance Sheet, an Income Statement and a Statement of Cash Flows.

4.5.5 Financial Statement

Contractor/Proposers shall include a copy of their latest audited financial statements. If the Contractor/Proposer is a corporation, it shall submit a copy of the latest audited financial statements of the corporation. In the event the Contractor/Proposer does not have audited financial statements, they may substitute non-audited financial statements and complete federal tax returns for the last two years.

4.5.6 Income to Village

The Village contemplates an agreement, where the Contractor/Proposer will agree to pay to the Village monthly static dollar amount for:

- a) Palmetto Bay Park, plus \$300 for Utilities;
- b) Coral Reef Park, plus utilities (on a separate meter);
- c) Ludovici Park, if selecting option for this facility

The Contractor may also consider the offering of a donation, at the end of each calendar year, to respective Village parks and to be designated for capital improvements, as suggested herein or other:

- 1) Coral Reef Park 'ParkView Café' and Palmetto Bay Park 'Homeplate Grill' concession:
 - \$ _____.00 donation when annual gross revenues fall between \$150,000 and \$175,000
 - \$ _____.00 donation when annual gross revenues fall between \$175,001 and \$200,000
 - \$ _____.00 donation when annual gross revenues exceed \$200,001
- 2) Ludovici Park
 - \$ _____.00 donation when annual gross revenues fall between \$50,000 and \$75,000
 - \$ _____.00 donation when annual gross revenues fall between \$75,001 and \$100,000
 - \$ _____.00 donation when annual gross revenues exceed \$100,001

Prior to the execution of this agreement by the Village Manager, the Contractor shall remit a security bond equivalent to three (3) months rent/financial consideration to the Village. The Contractor may opt to remit a cashier's check or irrevocable letter of credit in an equivalent amount in lieu of a security bond. The Village shall retain said bond/cash for the term of the contract. This bond, letter of credit or cashier's check will be conditioned on the full and faithful performance of all covenants of this agreement. The Village shall have the right of approval of the bond surety, which approval shall not be unreasonably withheld, in accordance with the then applicable Village criteria prior to the execution and delivery of the bond by Contractor. In the event that, for any reason, the Contractor's payment bond lapses or is held to be no longer valid or enforceable before the satisfaction of any and all claims, the Contractor shall pay all such claims, and indemnify, defend, and hold the Village harmless against such claims. In the event that the Contractor abandons performance or fails to perform as required,

____ Contractor
____ Village

the Village will execute on the Bond, draw upon the irrevocable letter of credit or retain the cashier's check deposit, whichever is the case, and Contractor will be responsible for the balance of the debt, if any, that is owed. Additionally, if the Village must draw upon any portion of the form of security provided, Contractor hereby agrees to restore the security to its original amount within seven days of receiving notice by the Village that the security was drawn upon.

4.5.7 Litigation History

Contractor/Proposers shall provide a summary of any litigation or arbitration that the Contractor/Proposer, its parent company or its subsidiaries have been engaged in during the past five (5) years against or involving (1) any public entity for any amount. The summary shall state the nature of the litigation or arbitration, a brief description of the case, the outcome or projected outcome, and the monetary amounts involved. The Village may disqualify any Contractor/Proposer it determines to be excessively litigious; and will not accept a proposal from any Contractor/Proposer with current and/or pending litigation or arbitration against the Village, or those with a past history of litigation or arbitration against the Village.

4.5.8 Insurance Requirement

Contractor/Proposer shall provide proof in the form of a certificate of insurance complying with the requirements specified in this RFP or evidence of insurability in the form of a letter from its insurance carrier indicating that Contractor/Proposer is able to obtain the required insurance.

- a. The Contractor shall furnish to the Village certificates of insurance evidencing the insurance coverage specified by this Section at the request of the Village Manager and required under the RFQ. The required certificates of insurance shall name the type of policy provided and shall list the Village as an additional insured, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
- b. The Contractor shall name the Village, and its respective officers, agents, servants and employees, as an additional insured on the Comprehensive General Liability Policy. This insurance policy shall state, after the above-referenced additional named insured that "this coverage is primary to all of the coverage the additional insured may have." Proof of insurance shall be provided at the time of the signing of this Agreement and incorporated herein as exists there forth in full.
- c. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this Agreement. All policies must be endorsed to provide Village with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the termination of this Agreement, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.
- d. Any insurance required of Contractor pursuant to this Agreement must also be required by any sub-contractor of Contractor in the same limits and with all requirements as provided herein, including naming the Village as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to Village. The Contractor/Proposer and any sub-contractor of Contractor shall maintain such policies during the term of this Agreement.

- e. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.
- f. Contractor shall name the Village as an additional insured on each of the policies required herein, with the exception of the Contractor's Worker's Compensation policy.
- g. Throughout the term of this Agreement, the Contractor agrees to maintain in force at their own expense insurance as follows:

Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

- A. Bodily Injury/Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000
- B. Personal Injury
 - 1. Annual Aggregate \$1,000,000

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability
 - \$100,000 each accident
 - \$500,000 Disease-policy limit
 - \$100,000 Disease-employee

If Contractor claims to be exempt from this requirement, Contractor shall provide Village proof of such exemption along with a written request for Village to exempt Contractor, written on Contractor letterhead.

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury and Property Damage combined single limit
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000

4.5.9 Criminal Convictions

Contractor/Proposers shall provide a summary of any criminal convictions of the company, owners, officers and anybody performing work under this Agreement, related to the services being proposed bid. The Village may disqualify a Contractor/Proposer on the basis of past criminal convictions when those convictions relate to dishonesty, antitrust violations, unfair competition, and Village Ordinance 08-10, attached hereto as Exhibit 2.

4.5.10 Contractor/Proposer's Non-Collusion Certification

Any Contractor/Proposer submitting a Proposal to this RFP shall complete and execute the Non-Collusion Affidavit of Contractor/Proposer (Form 3) included in Section 5 of these RFP documents.

4.5.11 Drug-Free Workplace

Contractor/Proposer shall certify that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive consideration, a signed certification of compliance (Form 4), shall be submitted with the RFP response.

4.5.12 Addenda

The Contractor/Proposer shall complete and sign the Acknowledgment of Addenda Form 5 in Section 5 and include it in the Proposal in order to have the Proposal considered. In the event any Contractor/Proposer fails to acknowledge receipt of such addenda, his/her Proposal shall nevertheless be construed as though the addenda had been received and acknowledged and the submission of his/her Proposal shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

4.5.13 Independence Affidavit

Contractor/Proposers shall list and describe their relationships with the Village in accordance with Section 3.7 of the RFP (Form 6).

4.5.14 Certification to Accuracy of Proposal

Contractor/Proposer shall certify and attest, by executing Form 7 of Section 5 of these RFP documents, that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Contractor/Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

4.5.15 Security Bond/Deposit

The Contractor/Proposer shall remit, prior to execution of the governing agreement by the Village Manager, a security bond equal to three (3) months rental considerations to the Village and/or one-third the annual rent due the Village. A cashier's check in the amount equaling the required security deposit may be substituted in lieu of a security bond. The Village may accept a bond, irrevocable letter of credit, or cashier's check and will be conditioned on the full and faithful performance of all covenants of this agreement. The Village shall have the right of approval of the bond surety, which approval shall not be unreasonably withheld, in accordance with the then applicable Village criteria prior to the execution and delivery of the bond by

Contractor. In the event that, for any reason, the Contractor's payment bond lapses or is held to be no longer valid or enforceable before the satisfaction of any and all claims, the Contractor shall pay all such claims, and indemnify, defend, and hold the Village harmless against such claims. In the event that the Contractor abandons performance or fails to perform as required, the Village will execute on the Bond, draw upon the irrevocable letter of credit or retain the cashier's check deposit, whichever is the case, and Contractor will be responsible for the balance of the debt, if any, that is owed. Additionally, if the Village must draw upon any portion of the form of security provided, Contractor hereby agrees to restore the security to its original amount within seven days of receiving notice by the Village that the security was drawn upon.

4.6 Evaluation

4.6.1 Each member of the Selection Committee shall evaluate and rank each Proposal. The full Selection Committee will then convene to interview, review and discuss these evaluations and rank the firms as a group.

4.6.2 Proposals shall be evaluated and ranked based on, among additional factors, the following:

Points

20	The quality of the firm's proposal pursuant to this RFP and Agreement.
20	The firm's past experience and performance on comparable contracts.
20	The firm's Financial Stability, Financial Statements, Litigation History and Criminal History
20	Presentation and interviews, (if requested by selection committee, otherwise should be based upon written presentation only).
<u>20</u>	<u>Income to Village</u>
100	Total Available Points

The Proposal ranked one (1), will be recommended by the Selection Committee to the Village Manager. The Village Manager shall review and make a recommendation to the Village Council for award of the Agreement.

The Village Council will consider the selection of a firm based upon the recommendation of the Village Manager.

4.7 Cone of Silence

4.7.1 Definitions: "Cone of Silence," as used herein, means a prohibition on any communication regarding a particular Request for Proposal/Qualifications ("RFP/Q"), Request for Qualification ("RFQ") or bid, between: a potential vendor, service provider, bidder, lobbyist, or consultant, and: the Village Council members, Village's professional staff including, but not limited to, the Village Manager and his/her staff, any member of the Village's selection or evaluation committee (if applicable).

4.7.2 Restriction; Notice: A Cone of Silence shall be imposed upon each RFP/Q, RFQ and bid after the advertisement of said RFP/Q, RFQ or bid. At the time of imposition of the Cone of Silence, the Village Manager or his designee shall provide for public notice of the Cone of Silence by posting a notice at the Village Hall. The Village Manager shall issue a written notice thereof to the affected departments, file a copy of such notice with the Village Clerk, with a copy thereof to each Village Councilmember, and shall include in any

public solicitation for goods or services a statement disclosing the requirements of this section.

4.7.3 Termination of Cone of Silence: The cone of silence, solely as to Village Administration, shall terminate at the time the Village Manager makes his or her written recommendation to the Village Council. No vendor, bidder, offeror or contractor may communicate with the Village Council prior to the award of a contract, unless specifically provided for by the bid, RFQ, or RFP/Q. The limited release of the cone of silence as provided in this subsection is to provide any protestor to the bid to communicate in writing with the Village Manager or Village Attorney as to a bid protest, as provided under the Village's procurement code, section 2-175 (o)(l). The protesting bidder, offeror or contractor may NOT communicate, orally or in writing, with the Village Council, unless specifically provided for under the bid document (not allowed under this bid), or as provided under section 2-175(o)(6), as an appeal of the Village Manager's decision as to a properly filed bid protest. A Violation of this subsection by a protesting bidder, offeror or contractor will result in disqualification and a denial of the bid protest, with prejudice. The protesting bidder, offeror, or contractor will be barred from responding to further bids, RFQ's, RFP/Q's, or proposals by the Village for a five (5) year period.

The Cone of Silence shall be lifted as to administration and the elected officials upon award to the successful bidder, offeror or contractor. Should the Village Council reject the recommendation of the Village Manager, and/or refer the Village Manager's recommendation back to the Village Manager or staff for further review, the cone of silence shall be re-imposed until the time as the Village Manager makes a subsequent written recommendation.

4.7.4 Exceptions to Applicability: The provisions of this section shall not apply to: oral communications at pre-bid conferences; oral presentations before selection or evaluation committees; public presentations made to the Village Council members during any duly noticed public meeting; communications in writing at any time with any Village employee, unless specifically prohibited by the applicable RFP/Q, RFQ or bid documents. The bidder or bidder shall file a copy of any written communication with the Village Clerk. The Village Clerk shall make copies available to any person upon request; communications regarding a particular RFP/Q, RFQ or Bid between a potential vendor, service provider, bidder, bidder, lobbyist or consultant and the Village's Purchasing Agent or Village employee designated responsible for administering the procurement process for such RFP/Q, RFQ or bid, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document; communications with the Village Attorney and his or her staff; duly noticed site visits to determine the competency of the bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation under the terms provided above at 4.7.3; any emergency procurement of goods or services pursuant to Village Code; responses to the Village's request for clarification or additional information; contract negotiations during any duly noticed public meeting; communications to enable Village staff to seek and obtain industry comment or perform market research, provided all communications related thereto between a potential vendor, service provider, bidder, bidder, lobbyist, or consultant and any member of the Village's professional staff including, but not limited to, the Village Manager and his or her staff are in writing or are made at a duly

noticed public meeting in compliance with provision 4.7.3. This bid specifically precludes any communications with the Village Council, except as provided herein under Section 4.7.3. No person, bidder, responder, or representative of same is entitled to communicate with the Village Council until after award. Any protests must be filed prior to award, consistent with the Village's procurement code.

The "Cone of Silence" shall **NOT** apply to:

1. Oral communications at pre-proposal conferences;
2. Oral presentations before publicly noticed selection committee meetings;
3. Contract negotiations during any duly noticed public meeting;
4. Duly noticed site visits to determine the competency of bidders regarding a particular bid during the time period between the opening of bids and the time the Village Manager makes his or her written recommendation;
5. Communications in writing at any time with any Village employee, official or member of the Village Council unless specifically prohibited by the RFP/Q, RFQ or Bid or as provided under provision 4.7.3 above.
6. Communications between the Village Manager and the Chairperson of the selection committee about a particular selection committee recommendation, only after the selection committee has submitted an award recommendation to the Village Manager and provided that should any change occur in the committee recommendation, the content of the communication and of the corresponding change shall be described in writing and filed by the Village Manager with the Village Clerk and be included in any recommendation memorandum submitted by the Village Manager to the Village Council.

4.7.5 Penalties: Violation of this section by a particular bidder or bidder shall render any RFP/Q award, RFQ award or bid award to said bidder or bidder voidable by the Village Council or Village Manager. Any person who violates a provision of this section may be prohibited from serving on a Village selection or evaluation committee. In addition to any other penalty provided herein, violation of any provision of this section by a Village employee may subject said employee to disciplinary action. Additionally, a violation of sections 4.7.3-.5 will result in precluding the bidder from continued participation in the bid process and may not be awarded the contract..

Please contact the Village Attorney for any questions concerning "Cone of Silence" compliance. These prohibitions do not apply to communications with the Village Attorney and his/her staff.

4.8 Estimated Schedule

The Village anticipates that RFP activities will take place at the dates and times listed below. However, these times and dates are subject to change at the discretion of the Village.

Request for Proposals Legal Advertisement

December 9th, 2011

RFP Release

December 9th, 2011

Mandatory Pre-Proposal Meeting	January 6 th , 2012
Last Date for Submittal of Written Questions Prior to Proposal Due Date	January 14 th , 2012
Proposals Due	January 20 th , 2012
Selection Committee Ranking and Recommendation to Village Council	January 23 rd – 27 th , 2012
Village Council Award of Agreement	February 6 th , 2012

SECTION 5 – QUALIFICATION FORMS

The forms located in this section of the RFP shall be included in the Sealed Proposal. Forms not completed in full may result in disqualification.

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FORM 1
CONTRACTOR/PROPOSER'S STATEMENT OF ORGANIZATION

1. Full Name of Business Concern (Contractor/Proposer):

Principal Business Address:

2. Principal Contact Person(s):

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Contractor/Proposer. Provide proof of the ability of the individuals so named to legally bind the Contractor/Proposer.

Name	Address	Title
_____	_____	_____
_____	_____	_____
_____	_____	_____

If a corporation, in what state incorporated: _____

Date Incorporated: _____
Month Day Year

If a Joint Venture or Partnership, date of Agreement: _____

5. List all firms participating in this project (including sub Contractor/Contractor/Proposers, etc.):

Name	Address	Title
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____

**FORM 1
CONTRACTOR/PROPOSER'S STATEMENT OF ORGANIZATION
(CONTINUED)**

6. Outline specific areas of responsibility for each firm listed in Question 5.

1. _____
2. _____
3. _____
4. _____

7. Licenses:

a. County or Municipal Business Tax License No.

(Attach Copy)

b. Business Tax License Classification:

c. Business Tax License Expiration Date:

d. Social Security or Federal I.D. No:

e. Please furnish proof of required food service and handling licenses and/or certificates.

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**FORM 2
REFERENCES**

The Contractor/Proposer shall provide three (3) references of previous employers, businesses, agencies who have been served by the Contractor/Proposer with similar services to those being proposed in this Proposal within the past five (5) years.

1. Name: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

2. Name: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

3. Name: _____
Address: _____

Phone Number: _____
Principal Contact Person(s): _____

Year Contract Initiated: _____

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 3
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Contractor/Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Contractor/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Contractor/Proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Contractor/Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Contractor/Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Contractor/Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Palmetto Bay, Florida, or any person interested in the proposed Agreement; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 4
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that _____ does:

(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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**FORM 5
ACKNOWLEDGMENT OF ADDENDA**

The Contractor/Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Contractor/Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDA NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)

[THIS SPACE INTENTIONALLY LEFT BLANK]

____ Contractor
____ Village

**FORM 6
INDEPENDENCE AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Contractor/Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Contractor/Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the Contractor/Proposer agrees and understands that Contractor/Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Contractor/Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 6
INDEPENDENCE AFFIDAVIT
(CONTINUED)**

2. I have attached an additional page to this form explaining why such relationships do not constitute a conflict of interest relative to performing the services sought in the RFP.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires:

**FORM 7
CERTIFICATION TO ACCURACY OF PROPOSAL**

Contractor/Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Contractor/Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is _____ of _____, the Contractor/Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 7
CERTIFICATION TO ACCURACY OF PROPOSAL
(CONTINUED)**

5. No information that is included in such Forms, Affidavits or documents is false or misleading.

Signature (Blue ink only)

Print Name

Title

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires:

SECTION 6 – AGREEMENT

The agreement located in this Section of the RFP for The Operation of Concession Facilities within the Village is substantially the form that will be utilized, subject to negotiation with the successful Contractor/Proposer. The Village reserves the right to award or not to award the Agreement in the best interests of the Village.

[THIS SPACE INTENTIONALLY LEFT BLANK]

AGREEMENT BETWEEN
THE VILLAGE OF PALMETTO BAY
AND
FOR THE OPERATION OF CONCESSION FACILITIES AT VILLAGE PARKS

THIS AGREEMENT is made and entered into this _____ day of _____, 2012, by and between the Village of Palmetto Bay, a Florida municipal corporation (the "Village"), and _____ ("Contractor").

RECITALS

1. The Village has under its control permanent concession facilities (the "Concessions") in Village Parks.

2. The Village desires to utilize the Contractor to operate and manage the Concessions to sell food and nonalcoholic beverages at times specified herein, and the Village agrees to permit the Contractor to use the Concession for such purposes pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of \$10.00, the mutual covenants and conditions contained herein, the receipt of which is acknowledged, the parties agree as follows:

PURPOSE/AUTHORIZATION

1. The purpose of this Agreement is to provide for the Village's retention of Contractor to manage and operate the permanent concession facilities at Coral Reef Park (ParkView Café) and Palmetto Bay Park (Homeplate Grill) and optional mobile concession unit at Ludovici Park, for the Village as described in Section 2 below.

2. **USE AND OBLIGATION**

a. The Village grants to the Contractor the non-exclusive right to use the Concession as contemplated herein.

b. The Contractor agrees to establish the following operating hours.: 1) Coral Reef Park Park View Café - 7am-7pm (or to 30 minutes prior to sunset), seven (7) days per week; 2) Palmetto Bay Park - Monday through Friday 4-10pm; Saturday, Sunday, and Holidays and/or selected days school is out 9am-9pm; 3) Ludovici Park- concurrent with library hours of operations and special event dates. In order not to impose an undo economic hardship upon the Contractor, should specific days/times not be economically feasible for operating hours, the aforementioned hours of operation may be modified upon the mutual consent of both Village and Contractor.

c. The Contractor shall be permitted to enter the Concession up to two (2) hours before the designated start of operation on the days specified herein, and the Contractor shall vacant the Concession no later than the advertised park closing hour.

d. The cooking and/or reheating of food shall be limited to existing and/or identified on-site equipment unless otherwise approved in advance by the Village. Proposers may identify such equipment and shall be required to submit a list of equipment for approval prior to installation and/or implementation. The use of gas and/or barbecue grills or similar equipment is prohibited,

with the exception of 1) Palmetto Bay Park, in which the Contract shall be permitted to use a mobile flat grill cooking unit outside the Concession, and 2) during special events and/or activities at Coral Reef Park and Ludovici Park as approved by the Village Manager and/or designee. The location of said unit must be approved by the Village Manager or designee, and shall be safely set up with protective barriers to prevent public access, ground cover to absorb grease and/or drippings and presentable in keeping with the existing/aesthetic park setting. Additionally, the Contractor is proposing periodic use of a mobile golf-cart unit to service the park patrons. Use and operations of said golf cart unit must be covered under Contractor's insurances and operators must possess a Florida Drivers License with a safe driving record. This golf-car unit must be transported on and off the park premises with no permanent on-site storage; however, if available, the Village may opt at its sole discretion, to provide temporary daily or weekend storage during special activities and/or special events. Contractor shall not sell or distribute any glass bottles or containers at any time. Other than the uses stated above, the concession may not be used by Contractor for any other purpose.

At the Palmetto Bay Park, located at 17535 SW 95th Avenue, Palmetto Bay, the Contractor may only serve Coca-Cola Brand products (including Coca Cola fruit drinks, sports drinks, soft drinks, energy drinks and water products), other than unbranded coffee, and fresh-brewed tea products, water drawn from public water supply or unbranded juice squeezed fresh. Contractor must also use "Approved Cups", meaning disposable cups approved by Coca Cola, from time to time, as its standard trademark cups and/or vessels and/or other (disposable and non-disposable) containers approved by Coca Cola. Contractor shall only advertise the "exclusive" soft drink for Palmetto Bay Park, Coca Cola. Coca Cola products may SOLELY be installed in the Coca-Cola marked refrigerators in the Palmetto Bay Park Concession Stands. Failure to comply with this condition shall result in immediate termination of this agreement, for cause. Coca Cola products shall be prominently listed on any menu boards located at the Palmetto Bay Park Concession Facility. Contractor must purchase all Coca Cola Beverages for this specific facility, including all products, approved cups, lids, and carbon dioxide directly from the Village's Coca Cola Contractor, Coca-Cola Enterprises, Inc., d/b/a Florida Coca-Cola Bottling Company, a Delaware Corporation, 16569 SW 177th Avenue, Miami Florida 33177. Marketing of any competitor to Coca Cola Products at the Palmetto Bay Park shall be considered a material breach of this agreement and shall result in termination of this agreement, for cause. Contractor shall comply with the terms and conditions of the Village's Beverage Agreement, which agreement is attached hereto as exhibit 1. Failure to do so shall result in a material breach of this agreement, and shall be considered a "for cause" termination.

e. Prior to the execution of this Agreement by the Village, Contractor agrees to provide to the Village a menu with a list of sale items and prices for each Concession to be approval by the Village Manager, or his designee. The Contractor shall at all times hereunder stock and display a reasonable supply of food and beverages sufficient to satisfy demand at competitive prices comparable with the prices charged for food and beverages at other public parks in the area.

f. Pursuant to the annual payment as enumerated in the submittal RFP 2011-PR-005, the Contractor shall remit to the Village the following monetary compensation in accordance with established accounting practices:

- 1) Coral Reef Park Park View Café - \$_____ annually, paid in monthly installments of \$_____ per month for the months of _____ through _____, and \$_____ per month for the months of _____ through _____; payable in-arrears.
- 2) Palmetto Bay Park - \$_____ annually, paid in monthly installments of \$_____ per month for the months of _____ through _____, and \$_____ per month through the months of _____ through _____; payable in-arrears.
- 3) Ludovici Park - \$_____ annually, paid in monthly installments of \$_____ payable in-arrears.

The Contractor may also agree to offer a donation, at the end of each calendar year, to respective Village parks and to be designated for capital improvements, as suggested below or other:

- 3) Coral Reef Park 'ParkView Café' and Palmetto Bay Park 'Homeplate Grill' concessions:
 - \$ ____ .00 donation when annual gross revenues fall between \$150,000 and \$175,000
 - \$ ____ .00 donation when annual gross revenues fall between \$175,001 and \$200,000
 - \$ ____ .00 donation when annual gross revenues exceed \$200,001
- 4) Ludovici Park
 - \$ ____ .00 donation when annual gross revenues fall between \$50,000 and \$75,000
 - \$ ____ .00 donation when annual gross revenues fall between \$75,001 and \$100,000
 - \$ ____ .00 donation when annual gross revenues exceed \$100,001

Prior to the execution of this agreement by the Village Manager, the Contractor shall remit a security bond equivalent to three (3) months rent/financial consideration to Village. The Contractor may opt to remit a cashier's check, or irrevocable letter of credit in an equivalent amount in lieu of a security bond. The Village shall retain said bond/cash for the term of the contract. The Bond will be used to cover any deficiencies as it relates to the payment provisions, including late fees, utilities and payments required herein. If any portion of the security bond or cashier's check is utilized by the Village to cure a deficiency, the successful Contractor shall, within 30 days, either replenish said funding or issue a new bond. Failure to do so may result in a "for cause termination" by the Village. His bond, letter of credit or cashier's check will be conditioned on the full and faithful performance of all covenants of this agreement. The Village shall have the right of approval of the bond surety, which approval shall not be unreasonably withheld, in accordance with the then applicable Village criteria prior to the execution and delivery of the bond by Contractor. In the event that, for any reason, the Contractor's payment bond lapses or is held to be no longer valid or enforceable before the satisfaction of any and all claims, the Contractor shall pay all such claims, and indemnify, defend, and hold the Village harmless against such claims. In the event that the Contractor abandons performance or fails to perform as required, the Village will execute on the Bond, draw upon the irrevocable letter of credit or retain the cashier's check deposit, whichever is the case, and Contractor will be responsible for the balance of the debt, if any, that is owed. Additionally, if the Village must draw upon any portion of the form of security provided, Contractor hereby agrees to restore the security to its original amount within seven days of receiving notice by the Village that the security was drawn upon.

The Contractor shall remit payments within fifteen (15) days following the preceding/billable month, to the Village and delivered to the address as described in Paragraph 15 of this agreement. The Contractor, Subcontractors, suppliers and/or laborers are prohibited from placing a lien on Village's property, and the Contractor agrees to ensure this through contractual/procurement methods as legally allowable within the State of Florida.

With regards to future use of vending machines, specifically at the Coral Reef Park's ParkView Café, the Village Manager shall be authorized to approve such additional food and/or beverage services under this contract and with appropriate compensation to the Village.

g. Contractor agrees to provide the Village with copies of the total gross sales receipts, in addition to any and all such documents or statements ("records") identifying total concession stand revenues for the time periods of operation as specified herein. Said records shall be provided to the Village Manager, or his designee, upon request. Village shall have the right to cause, upon five (5) days' written notice to Contractor, a complete audit to be made by a designated external auditing firm or other certified public accounting firm selected by the Village. Contractor shall make all such records available for said examination at the leased premises or at some other mutually agreeable

location. If the result of such audit shall show that the Contractor's statement of gross sales for any period has been understated, Contractor shall pay the Village the amount due. Contractor shall be responsible to pay half of all reasonable audit costs, in addition to deficiency payments within ten (10) days of determination. Failure to tender such payment constitutes a material breach of the agreement and is a default under the Contract. All books and records as are necessary to determine compliance with the provisions of Section 2 shall be subject to examination by the Village or its authorized representatives at reasonable times during Contractor's business hours. The Village is not to interfere unreasonably with the conduct of Contractor's business. All information obtained by the Village shall be kept confidential by the Village and all such representatives - with the understanding that the Village is subject to the requirements of the Florida Public Records Act.

h. The Contractor shall not permit any intoxicated person or persons to remain at the Concession or allow profane or indecent language, or improper, boisterous or loud conduct to take place in or about the Concessions.

i. The Contractor shall at all times maintain a clean and safe environment and provide high quality service and while operating the Concessions. Any unsafe or potentially unsafe conditions should be immediately reported to the Village through the Village Manager, or his designee.

j. The Contractor shall be responsible for inspecting the condition of the facilities and equipment in the Concessions every day prior to its use. Weekly inspection reports shall be made in writing and presented to the Village Manager or designee if requested.

k. The Contractor shall, on each day of operation of the Concessions properly dispose of all litter and trash generated through its use of the Concessions upon the close of the operation day in the dumpster located at designated areas at each park facility. The Village will not have any responsibility for the disposal or removal of any litter or trash generated as a result of the Contractor operation of the Concessions. At all times, the concessions, eating areas (floors, walls, tables, railings, etc) and common areas primarily used to service the concession shall be kept clean and aesthetically pleasing by the Contractor. If necessary, determination of acceptable levels of cleanliness shall be the sole discretion of the Village. Additionally, in the event the Village installs television units at the 'ParkView Café' or other concession sites under contract, with convenient daily removal and replacement methods, the Contractor shall assume responsibility to safely set up the televisions at the beginning of each day as a part of opening procedures, and the storing of same as a part of closing procedures.

The Contractor is responsible for utilities consumed and/or considered a part and/or beneficial or essential to concession operations. Where separate meters exist, i.e. the Coral Reef ParkView Café, Contractor shall assume responsibility. In that separate meters do not exist at Palmetto Bay and Ludovici Parks, the following pre-determine monthly assessment shall apply: Palmetto Bay Park - \$300. Other non-metered utility services shall be the direct responsibility of the Contractor for leased premises and/or operations under this agreement.

l. The Contractor agrees that it will be responsible for the installation, maintenance, repair and all costs associated therewith for any equipment that the Contractor desires to place into the Concessions, as may be permitted under this Agreement. The Village will have no responsibility for the cost of installation, maintenance, repair or any other costs related to any equipment placed into the Concession by the Contractor. The Village will have no responsibility to obtain any permits that may be required in connection with the installation, maintenance or repair of any equipment placed in the Concession. However, the Village reserves the right to disapprove any such installation deemed to negatively affect the overall structural integrity, facility warranties and/or aesthetics of the facility; and shall have sole discretion with regards to decisions made. The Village shall also

determine and/or designate whether or not specific equipment/fixtures in question shall be deemed a 'fixed asset', and therefore not removable upon termination of this agreement. With regards to Village-owned equipment, fixtures and amenities available for use by the Contractor, the Contractor agrees to exercise care and conduct maintenance programs normally accepted by the industry to effectuate a high-level of maintenance to safeguard usability, appearance, cleanliness and longevity of said equipment. Said maintenance program shall be submitted for approval of the Village Manager of designee. With regards to the mobile unit to be utilized at Ludovici Park, the Contractor shall submit a photo and description of said unit for review and approval of the Village Manager. The Village assumes no responsibility for the security and safeguarding of said mobile unit, whether during operational periods or should it be stored overnight at the concession site. The Contractor and the Village shall mutually agree on the location of said mobile unit, and the Contractor further agrees to relocate the unit, as directed by the Village and as may be necessary to accommodate special events and/or activities held at the Amphitheater

m. The Contractor agrees that it will provide the necessary personnel to meet the needs of the residents and visitors who are utilizing the Concessions. The Contractor agrees that it will perform the background checks to screen employees, properly train and supervise all of its employees and ensure compliance with the Village's Drug Free Workplace policy. The Contractor's employees shall be courteous and shall be neat and sanitary and not pose a health threat or risk to the public. Contractor employees will wear uniforms identifying themselves as Contractor employees and an ID badge while performing services under this agreement. Contractor's employees in contact with the public shall perform their duties in an efficient and courteous manner. Failure of an employee to do so shall be grounds for the Village to demand his or her removal from duties in the Village's premises. Village's employees will not be considered agents of the Village. The Contractor shall provide the Village with the name and telephone number of a management person of the Contractor who will be on call, at all time, for emergencies or other matters related to the operations under this agreement. The Contractor shall ensure that all its personnel are courteous and cooperative and present a neat, clean and professional appearance at all times. The Contractor shall ensure that all employees having public contact are able to understand and communicate in spoken English. Throughout the term of this agreement, or any extensions thereof, the Contractor shall employ a qualified full-time, on-site manager having experience in the management of this type of operation, who shall be available during normal business hours, and be delegated sufficient authority to ensure the competent performance and fulfillment of the responsibility of the Contractor under this agreement and to accept service of all notices provided for herein.

n. The Contractor shall not display or affix any signs on or about the Concession without first obtaining the advance written approval of the Village Manager or designee. With regards to the displaying of a menu, the Contractor shall be provided a portion of existing bulletin boards for this purpose. Modifications and accuracy of menu information shall be the responsibility of the contractor. Regarding overall maintenance responsibilities, and for clarification, the Village shall be responsible to maintain the roof, integrity of the block walls, power supply up to the electrical panel (unless greater capacity is required by the Contractor or damages occur as a result of Contractor's actions, then Contractor shall be responsible), integrity of concrete (sub) flooring, restrooms and restroom plumbing, and grounds maintenance beyond leased premises.

o. The Contractor shall not commit nor permit any violations of applicable federal, state, county and municipal laws, ordinances, resolutions and governmental rules, regulations and orders, as may be in effect now or at any time during the term of this Agreement, all as may be amended, which are applicable to the Village, the Contractor, or the Concession. The Contractor, at the Contractor expense, shall be responsible for obtaining all required food licenses and permits relevant to the operation of the Concession. The Village agrees to effectuate reasonable building modifications as may be required for obtaining required licenses as may be necessary for operations

of concessions in their current form and/or conditions. Any subsequent modifications as a result of future concession improvements shall be the responsibility of the Contractor.

p. The Village may promulgate and enforce reasonable rules and regulations governing the use of the Concession by the Contractor, and the Contractor shall provide adequate supervision of the Concession at all times the Contractor is in control of the Concessions. The Village shall have the right, without limitation, to monitor and test the quality of services of Contractor, including but not limited to personnel and the effectiveness of its cash-handling procedures, through the use of the vending service, closed circuit TV and other reasonable means.

q. The Village shall be responsible for the maintenance of certain structural components of the facility, including roofing, walls (other than concession interior drywall), major (in-wall) plumbing and electric, etc. Plumbing such as sinks, faucets, spigots, or electrical outlets, breakers, fuses and/or alteration or modification of plumbing or electric use as a part of the concession activities shall be the responsibility of the Contractor. Provided a result of normal use, the Village shall be responsible for repair of any on site televisions. Any existing warranties shall apply prior to Contractor assuming designated repairs and/or responsibilities.

r. The Contractor shall be responsible for utilities (electric and gas) via separate meter at Coral Reef Park and a \$300 monthly amount at Palmetto Bay Park. No charges shall be assessed for use of the Villages on-site dumpster, where available. The Palmetto Bay Park utility cost shall be the subject of an annual COLA increase, and if ever separately metered, the utility for that concession area shall be modified to reflect the actual costs associated with the separately metered area. The Contractor shall assume responsibility of monthly alarm monitoring and repair/upkeep costs for each Concession. Where no alarm system exist, the Village shall be responsible for its installation and costs of same, and the Contractor will then assume monthly monitoring costs. Any annual certification of concession equipment (cooking, air-conditioning, etc) or safety equipment (i.e. hood systems, fire extinguishers, etc) shall be borne by the Contractor. Upkeep and maintenance of existing air-conditioning systems servicing concessions shall be the responsibility of the Contractor. Pest Control shall be required at the sole cost of the Contractor.

s. Late Payment Charge. Contractor agrees to promptly pay all amounts provided herein at Section 2, including but not limited to utility charges, and monthly payments under subsection 2(f), that accrue under this agreement. Contractor acknowledges that agreement to timely pay as provided herein is a material inducement for the Village to enter into this agreement. If any monies remain unpaid for five (5) days after the same becomes due and payable, the Village will invoice and Contractor shall pay a late charge of 18% per annum of the payment overdue, computed on a per diem basis from the original due date until received by the Village. The right of the Village to require payment of such late payment charge and the obligation of the Contractor to pay same shall be in addition to and not in lieu of the rights of the Village to enforce other provisions herein, including termination of the agreement, or to pursue other remedies provided by law.

t. Payments are applied to any unpaid balance in the following manner. Any accrued late fees are first deducted from the payment. The remaining payment balance is then applied proportionately to the payments identified at Subsection 2(f), and any associated sales and use tax. Any remaining balance in the payment will be applied to any other balance due.

u. Worthless Check or Draft. In the event that the Contractor delivers a dishonored check or draft to the Village in payment of any obligation arising under this agreement, the Contractor shall incur and pay a service charge of \$25.00 or five (5) percent of the face amount of the check, whichever is greater. For each such dishonored check, such payment to be made within not more than five (5) days from written notice of such default. Further, in such event, the Village may require

that future payments required pursuant to this agreement be made by cashier's check or other means acceptable to the Village. A second such occurrence of dishonored check(s) during the lease term will be a breach of contract, and at the Village's option, will constitute a default allowing termination.

v. For the purpose of verifying the the payments required herein, Contractor shall perpare and keep, for aperiod of notless than three (3) years following the end of the term of this agreement, adequate books and records, including but not limited to those relating to inventories, purchases and receipts of merchandise, and all sales and other pertitent transactionf by Contractor. Contractor shall record at the time of sale each receipt from sales or other transctions, whether fro cash or on credit, in one or more sealed cash register(s) ahvinga cumulative total. Contractor shall keep, for at least three (3) years follwing each year end under the term of this agreement, all pertinent original sales records, which records shall iclude (1) cash register tapes; (2) serially numbered sales slips; (3) settlement report sheets of transctions with any subtenatns, concessionaires and licensees, if applicable; (4) income and sales tax retrurns; and (5) any other such records which wouldnormally be examined and required to be kept by an independent accountant pursuant to generally accepted auditing standards in performing an audit of Contractor's gross sales.

w. No payment by Contractor or receipt by the Village of a lesser amount than any payment required under Section (2) herein stipulated shall be deemed to be other than on account of the earliest required payment, or additional payments then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction. The Village may accept such check or payment without prejudice to the Village's rights to recover the balance of such payments or pursue any other remedy provided in this agreement, at law or in equity.

x. If Contractor remains in possession of the premises after the expiration of the termof this agreement, or any option period, without a new agreemetnreduced to writing and duly executed and delivered (even if the Contractor shall have paid and Village shall have accepted, payment in respect to such holdin over), Contractor shall be deemed to be occupying the premises only as a Contractor from month-to-month, subject to all covenants, conditions and agreements of this agreement. If the Contractor fails to surrender the premises upon termination of this agreement, then Contractor shall, in addition to any liabilitites to the Village accruing therefore, indemnify and hold harmless the Village and its assigns and agents from loss or liability resulting from such failure, including, without limiting the generality of the foregoing, any claims made by any succeeding Contractor on such failure.

y. The Village shall have the right, at its sole cost and expense, without limitation, to make any repairs, alterations and additions to any structures and facilities, including the facilities/premises under this agreement, free from any and all liability to the Contractor for loss of business or dmaages of anynature whatsoever during the making of such repairs, alterations and additions.

z. Contractor covenants at all times during the term of this agreement to perform promptly all of the obligations of Contractor set forth in this agreement.

aa. Subject to rules and regulations, statutes and ordinances, and terms of this agreement foverning the use of the facility, Contractor, his agents and servants, patrons and invitees, and his suppliers of service and furnishers of materials shall have right of ingress and egress to and from the premises.

3. **Additional Services.** Contractor shall provide additional services to the Village as determined by the Village Manager or his designee and that are mutually agreeable by both parties.

4. **Term/Renewal.**

a. **Term.** This Agreement shall become effective upon execution by both parties and shall continue through _____, 201_, for a period of three years, unless earlier terminated the provisions of this Agreement.

b. The Village shall have the option to renew this Agreement upon the same terms and conditions for up to two (2) additional one (1) year extensions. (the "Option") The Option may be exercised at the sole discretion of the Village Manager. Such extension shall be effective upon written notice from the Village Manager to the Contractor no later than 30 days prior to the date of termination of the Term or any renewal term.

5. **Termination.**

The occurrence of any of the following shall cause this Agreement to be terminated by the Village Manager, or his designee, upon the terms and conditions also set forth below: The Village Manager shall make the final decision on behalf of the Village as to the Contractor's compliance with the terms of the contract, quality of services, and termination. The Village and/or Village Manager shall have no liability to the Contractor for future profits or losses in the event of termination. The rights and remedies of the Village Manager provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

a. **Automatic Terminations:**

- i. Institution of proceedings in voluntary bankruptcy or reorganization by the Contractor.
- ii. Institution of proceedings in voluntary bankruptcy against the Contractor if such proceedings continue for a period of ninety (90) days.
- iii. Assignment by Contractor for the benefit of creditors.
- iv. Abandonment or discontinuation of operations for more than a 24 hour period without prior written approval from the Village.
- v. The discovery of any misstatement in the Contractor proposal leading to award of this Agreement, which in the determination of the Village significantly affects the Contractor's qualifications to perform under the Agreement.
- vi. Unapproved change of ownership interest in Contractor and/or failure to submit the ownership list within 24 hours upon the request of the Village.
- vii. Failure to cease any activity which may cause limitation of Village's use of the Park.

b. **Termination after seven (7)** calendar days written notice by the Village either by posting on or at the agreement premises and by certified or registered mail to any known address of Contractor for doing any of the following:

- i. Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall be effective if Contractor makes the required payment(s) during the seven (7) calendar day period following mailing of the written notice. Additionally, the Village may sue for the payments under 2(f) for the unexpired term of this Agreement.
 - ii. Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the seven (7) calendar day period from receipt of written notice.
- c. **Termination after fourteen (14) days** from receipt of Agreement of written notice having either been posted on or at the Agreement or by certified or registered mail to the address of the Contractor:
- i. Non-performance of any covenant of this Agreement other than non-payment and others listed in 5(a) and 5(b) above, and failure of the Contractor to remedy such breach within fourteen (14) calendar day period from receipt of the written notice.
 - ii. A final determination in court of law in favor of the Village in litigation institute by the Contractor against the Village or brought by the Village against the Contractor.

In the event that the Village terminates this Agreement by operation of any of the provisions as stated in subsections 5(b) and (c) above, then in addition to other rights and remedies available to the Village under the law, the Village may accelerate the payments under subsection 2(f) under this Agreement, whereupon the entire balance owed by the Contractor under the Agreement shall become immediately due and payable without further notice or demand.

d. Should the Agreement be terminated for 'no fault,' or for the convenience of the Village the Village shall solely be responsible to pay the Contractor for a prorated monetary amount of investments for items and/or equipment deemed to be 'fixed' without the opportunity for the Contractor to remove or offer for sale to others. For said items meeting these criteria, the following formula shall apply given the short term initial leasehold of three years: and paying the Contractor for all time and expenses incurred up until that point where deemed the Contractor has not had the opportunity to recapture a prorated portion of the investment.

- i. If terminated during the first year, the Village shall pay the Contractor the total purchase value of all 'fixed' items less 33%; e.g., the total purchase value of 'fixed' items determined at \$12,000 – less 33%, or \$4,000; total payment due the Contractor from the Village = \$8,000.
- ii. If terminated during the second through third year of the contract, the Village shall pay the Contractor the total purchase value of 'fixed' items less an amount equal to 3% per month; e.g., should termination occur after 20 months, and the total purchase value of 'fixed' items is determined to be \$12,000; then 60%, or \$7,200 shall be deducted; with the total payment due the Contractor from the Village to be \$4,800.

iii. The same percentage deductions, i.e., 33% for the first year and 3% per month for months 13-35, shall apply for terminations deemed to be the best interest of the Village. Such terminations shall include the applicable percentage payment to Contractor from the Village for purchase value of fixed items and other investment outlays by Contractor such as inventory, uniforms, training, maintenance contracts, etc as may be approved by the Village Managers.

iv. The maximum payment to Contractor from the Village in the event of a termination shall be \$_____ for Palmetto Bay Park, \$_____ for the Park View Café at Coral Reef Park, and \$_____ for Ludovici Park.

e. **Revenue Control and Audit Defaults:** the inability or failure of the Contractor to provide the Village with an unqualified certified statement of Gross Sales pursuant to subsection 2 (f) and 2(w), shall constitute a non-curable default and in such event the Village shall have the right to terminate this Agreement upon seven (7) calendar days written notice to the Contractor. In addition to termination for such default, the Village shall be entitled to collect damages in full amount of the payments of the performance bond required pursuant to Section 2, above.

f. **Habitual Default:** Notwithstanding the foregoing, in the event that the Contractor has repetitively defaulted four (4) times within a 12 month period, in the performance of or breach any of the terms, covenants and conditions required herein to be kept and performed by the Contractor, regardless of whether the Contractor has cured each individual condition of breach or default as provided in subsections 5(b) and 5(c) herein above, the Contractor may be determined by the Director of the Department to be an "habitual violator". At the time that such determination is made, the Department shall issue to the Contractor a written notice advising of such determination and citing the circumstances therefore. Such notice shall also advise the Contractor that there shall be no further notice or grace periods to correct any subsequent breaches or defaults and that any subsequent breach (es) or default(s), of whatever nature, taken with all previous breaches and defaults, shall be considered cumulative and, collectively, shall constitute a condition of non-curable default and grounds for immediate termination of this Agreement. In the event of any such subsequent breach or default, Village may cancel this Agreement upon the giving of written notice of termination of the Agreement, such cancellation to be effective upon the tenth (10) day following the date of receipt thereof and all payments due hereunder shall be payable upon receipt of said notice of termination, the Contractor shall discontinue its operations at the Park, and proceed to remove all its personal property in accordance with subsection 5(f), below.

g. **Termination of Agreement:** Contractor shall have the right upon thirty (3) calendar days from receipt of written notice to the Village by certified or registered mail to the address set forth in this Agreement to terminate this Agreement at any time after the occurrence of one or more of the following events:

i. Issuance by any court of competent jurisdiction of any injunction substantially restricting the use of the Agreement for the purposes set forth herein, and the remaining in force of said injunction for a period of more than thirty (30) calendar days.

ii. A breach by the village of any of the terms, covenants or conditions contained in this Agreement and the failure to the Village to remedy such breach for a period of ninety (90) calendar days after receipt of written notice sent by registered or certified mail, return receipt requested, from the Contractor, of the existence of such breach.

iii. The assumption by the United States Government or any authorized agency thereof, or any other governmental agency, of the operation, control, or use of the Park, or any substantial party, or parts, thereof in such a manner as substantially to restrict Contractor's operations for a period of ninety (90) calendar days or more.

h. **Upon Termination of Contract:** Following the termination of Agreement, within fifteen (15) calendar days, or earlier if determined by the Village, shall forthwith remove all of its personal property not acquired under the terms of this Agreement. Any personal property not acquired under the terms of this Agreement. Any personal property of Contractor not removed in accordance with this paragraph may be removed by the Village for storage at the cost of the Contractor or shall constitute a fraudulent transfer of title thereof to the Village for whatever disposition is deemed to be in the best interest of the Village. The Village shall not be liable to the Contractor for the safekeeping of the Contractor's personal property during or after termination of this Agreement. The Village shall have the senior interest in the Contractor's personal property. Contractor shall not remove any equipment, supplies in bulk, or fixtures within the premises at any time without pre-approval in writing from the Village. Contractor shall be liable to the Village for the fair market value of any equipment, supplies in bulk, or fixtures removed without Village pre-approved written permission. Contractor shall also be liable for any expenses incurred by the Village in prosecuting any action against the Contractor following unapproved item removal described above. Contractor shall also be liable to the Village for any expenses incurred by the Village in replacing any items wrongfully removed by Contractor. It is the intention of the parties to this Agreement that all furnishings and equipment purchased or leased by the Contractor, except those permanently affixed to buildings, as defined under the laws of the State of Florida, shall be the personal property of the Contractor. Upon the termination of this Agreement and the removal of all personal property by the Contractor, the Contractor shall deliver said premises to the Village in the condition set forth in this Section.

6. **Designated Representative.** The Contractor shall appoint, in writing, at the time of the execution of this Agreement, a representative that shall be the sole and exclusive contact with the Village Manager, or his designee. The Village shall be responsible for securing the Concession.

7. **Insurance.**

a. The Contractor shall furnish to the Village certificates of insurance evidencing the insurance coverages specified by this Section at the request of the Village Manager and required under the RFQ. The required certificates of insurance shall name the type of policy provided and shall list the Village as an additional insured, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.

b. The Contractor shall name the Village, and its respective officers, agents, servants and employees, as an additional insured on the Comprehensive General Liability Policy. This insurance policy shall state, after the above-referenced additional named insured that "this coverage is primary to all of the coverage the additional insured may have." Proof of insurance shall be provided at the time of the signing of this Agreement and incorporated herein as exists there forth in full.

h. Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the Village's Risk Manager prior to the commencement of this Agreement. The required insurance coverage is not to cease and is to remain in full force throughout the Term of this Agreement. All policies must be endorsed to provide Village with at least thirty (30) calendar days' notice of cancellation and/or restriction. If any of the insurance coverage will expire

prior to the termination of this Agreement, copies of renewal policies shall be furnished at least sixty (60) calendar days' prior to the date of their expiration.

- i. Any insurance required of Contractor pursuant to this Agreement must also be required by any sub-contractor of Contractor in the same limits and with all requirements as provided herein, including naming the Village as an additional insured, if any work is subcontracted unless such subcontractor is covered by the protection afforded by the Contractor and provided proof of such coverage is provided to Village. The Contractor/Proposer and any sub-contractor of Contractor shall maintain such policies during the term of this Agreement.
- j. Financial Ratings must not be less than "A-VI." Insurance shall be in force until the obligations required to be fulfilled under the terms of the Contract are satisfied. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the Contractor shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension there under is in effect.
- k. Contractor shall name the Village as an additional insured on each of the policies required herein, with the exception of the Contractor's Worker's Compensation policy.
- l. Throughout the term of this Agreement, the Contractor agrees to maintain in force at their own expense insurance as follows:

Comprehensive General Liability insurance to cover liability for bodily injury and property damage. Exposures to be covered are premises, operations, products\completed operations, and contractual liability. Coverage must be written on an occurrence basis, with the following limits of liability

- A. Bodily Injury/Property Damage
 - 1. Each Occurrence \$1,000,000
 - 2. Annual Aggregate \$1,000,000
- B. Personal Injury
 - 1. Annual Aggregate \$1,000,000

Worker's Compensation Insurance shall be maintained during the life of this contract to comply with Florida statutory limits for all employees. The following limits must be maintained:

- A. Worker's Compensation Statutory
- B. Employer's Liability
 - \$100,000 each accident
 - \$500,000 Disease-policy limit
 - \$100,000 Disease-employee

If Contractor claims to be exempt from this requirement, Contractor shall provide Village proof of such exemption along with a written request for Village to exempt Contractor, written on Contractor letterhead.

Comprehensive Auto Liability – coverage shall include owned, hired and non-owned vehicles.

- A. Bodily Injury and Property Damage combined single limit

1.	Each Occurrence	\$1,000,000
2.	Annual Aggregate	\$1,000,000

8. **Damage/Restoration/Conditions.**

a. In the event of any damage to the Concession by the Contractor or its agents, employees, volunteers or participants, (other than after hour vandalism to building exterior, patio, patio tables, railings and canopy) the Contractor shall be responsible for replacing the Concession or restoring the Concession to its condition prior to the use of the Concession by Contractor, as determined by the Village Manager.

b. Village does not expressly or impliedly warrant the condition of any food service equipment. The Contractor waives the right to a claim for any damages Contractor, its agents, employees, volunteers, guests or invitees from any use of the Concession.

c. Village shall not be liable for any loss, damage or injury of any kind or character, including vandalism and theft, to any person or property within the leased premises (i) caused by any defect in the Concession; (ii) caused by or arising from any act or omission of Contractor, or of any of its agents, employees, volunteers, guests or invitees; (iii) arising from any accident which may occur while Contractor is in control of the Concession; or (iv) arising from any other cause.

d. The Contractor shall deliver the Concession to the Village in the same condition as it is received. No food shall be left in the Concession. All equipment shall be cleaned by the Contractor.

e. Contractor shall repair all damages to the premises or park caused by the Contractor, its employees, agents or independent contractors.

f. If the premises/facilities are partially damaged, but not rendered unusable for the purposes of this Agreement, the same shall with all due diligence be repaired by the Contractor from proceeds of the insurance coverage and/or at its own cost and expense and a pro-rata adjustment of the minimum payments of subsection 2(f), herein, payable hereunder for the period of the Contractor's business interruption, shall be made. IF the damage shall be so extensive as to render such premises unusable for the purposes intended, but capable of being repaired within 30 days, the damage shall be repaired with due diligence by the Contractor from the proceeds of the insurance coverage policy and/or at its own cost and expense, and for the period of Contractor's business interruption a pro-rata adjustment shall be made as to the payments under subsection 2(f).

In the event the premises/facility is completely destroyed or so damaged that it will remain unusable for more than 30 days, the Contractor and the Village shall be under no obligation to repair and reconstruct the premises, and adjustment of the payments under subsection 2(f) shall be proportionately made up to the time of such damage or destruction, and the portion of the agreement which pertains to such destroyed property shall cease and terminate, and all adjustments which are proper including restoration of the site to a clean, neat and useable condition shall be made accordingly. However, at the option of the Village, and through negotiations pertaining to all matters from continuing the premises in an agreement, the Contractor may reconstruct the premises at its own cost.

g. The Village, as its responsibility, and at its expense (except if the damage is caused by the Contractor), shall make all repairs and replacements, structural, and otherwise, necessary or desirable in order to keep in good order and repair the foundations, roofs, and structural soundness of floors and walls of the premises. There shall be no allowance to the Contractor for a diminution of rental

value for interruption of business and no liability on the part of the Village by reason of inconvenience, annoyance, or injury to business arising from the Village, Contractor or others making any repairs, alterations, addition, improvements, restorations, or replacements, in or to any portion of the premises, or to fixtures, appurtenances or equipment thereof. The Village shall have the absolute right to make reasonable repairs, alterations, and additions to any structures and facilities, included the premises under this agreement, free from any and all liability to the Contractor for loss of business or damages of any nature whatsoever during the making of such repairs, alterations and additions, except fro such damage caused by the sole negligence or intentional misconduct by the Village and where not otherwise indemnified by the Contractor. Subject to the limitations of section 768.28, Florida Statutes. In making such repairs, alterations and additions the Village shall take reasonable measures as are necessary to minimize interference with the Contractor's operations at the premises, for short term disruption of one week or less to Contractor's business where adequate accommodations can be made to minimize the inconvenience and injury to Contractor's business. If the Contractor's business is interrupted for more than one week, a pro-rata adjustment of the minimum payments under section (2) payable hereunder for the period of such interruption shall be made.

9. **Liability.** The Contractor hereby assumes all financial, administrative and legal responsibility in connection with, related to, or arising out of the use of the Concession. Nothing in this Agreement will be construed to affect in any way the Village's rights, privileges, and immunities, including the monetary limitations of liability set forth in Section 768.28 of the Florida Statutes. The provisions of this Section will survive the termination or expiration of this Agreement.

10. **Indemnification.** The Contractor does hereby agree to defend, indemnify and hold the Village, its Council, Village Manager, agents, employees, attorneys, successors and assigns harmless from and against any and all liability, damages, costs or expenses (including reasonable attorneys' fees, costs, and expenses at both the trial and appellate levels) arising from the acts or omissions of the Contractor/Proposer, its agents, employees, volunteers, guests and invitees in connection with this Agreement. The provisions of this Section shall expressly survive any expiration or termination of this Agreement.

11. **Assignment.** The Contractor shall not assign, transfer, or otherwise dispose of this Agreement, or any portion thereof, or permit the Concession to be occupied by other organizations, entities or persons, or be subcontracted under this agreement unless Contractor/Proposer obtains prior written consent from the Village. Approved Subcontractor shall be subject to each provision of this contract and Contractor shall be responsible and indemnify the Village for all Subcontractor' acts, errors or omissions.

The Contractor 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 Contractor 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 Contractor to the Village.

12. **Non-Discrimination.** In the operations of the Concession, Contractor, its employees, agents, volunteers, and any parties under the direction or control of Contractor may not discriminate against any person on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap or sexual orientation by refusing to furnish to such person any accommodation, facility, service or privilege offered to or enjoyed by the general public. In the performance of this Agreement, Contractor, its employees, agents, volunteers, and any parties under the control or direction of Contractor may not discriminate against any employee or applicant for employment on the basis of sex, age, race, color, religion, ancestry, national origin, physical handicap, or sexual orientation.

13. **Records/Village's Right to Inspect.**

a. Village has the right at all reasonable times to conduct whatever inspections of the Concession facilities the Village deems reasonably necessary to determine if Contractor is complying with the terms and conditions of this Agreement. Except for emergency situations, Village inspections will not hinder or interfere with the normal operation of the Concession.

b. All records, books, documents, papers and financial information (the "Records") that result from Contractor operating and managing the Concession for the Village under this Agreement shall be the property of the Village. Upon conclusion of this contract and any extensions, all documents shall be delivered by the Contractor to the Village. The Contractor shall have the right to retain copies of the documents at the Contractor's expense.

14. **Third Parties.** Neither the Contractor nor Village intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third-party shall be entitled to assert a claim against either of them based upon this Agreement.

15. **Notices.** All notices, requests, demands, elections, consents, approvals and other communications hereunder must be in writing (each such, a "Notice") and addressed as follows (or to any other address which either party may designate by Notice):

To Contractor/Proposers:

To Village:

Ron E. Williams, Village Manager
Village of Palmetto Bay
9705 East Hibiscus Street
Palmetto Bay, Florida 33157

With a copy to:

Village Attorneys
Attention: Eve A. Boutsis, Esquire
18001 Old Cutler Road, Suite 533
Phone: (305) 235-9344
Facsimile: (305) 235-9372

Any Notice required by this Agreement to be given or made within a specified period of time, or on or before a date certain, shall be deemed to have been duly given if sent by certified mail, return receipt requested, postage and fees prepaid; hand delivered; or sent by overnight delivery service.

16. **Supervision.** All Contractor activities relating to the Concession must be supervised/staffed by no less than one (1) adult at all times, excluding Ludovici Park, whereby one non-adult may solely operate the concession.

17. **Entire Agreement/Modification/Amendment.**

- a. This Agreement sets forth the entire agreement between Village and Contractor with respect to the subject matter of this Agreement. This agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties.
- b. No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed with the same formality as this document.

18. **Severability.** If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Agreement shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of the agreement between the parties.

19. **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the Laws of the State of Florida applicable to contracts made and to be performed entirely in the State. The parties agree that venue for and legal action instituted in connection with this Agreement shall be in Miami-Dade County Florida.

20. **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 delay on the Village's part in exercising any right, power, or privilege under this Contract shall operate as a waiver of any such privilege, right or power.

21. **Independent Contractor/Proposer.** Nothing herein contained shall be deemed in any way to constitute Village or Contractor a partner of the other in its business or otherwise, or a joint venture or a member of a joint enterprise with the other. For all intents and purposes hereunder, Contractor/Proposer shall be considered an independent Contractor and not an employee or agent of the Village. The Contractor is an independent contractor under this agreement and any project agreements and nothing in this agreement shall create any association, partnership, or joint venture between the parties, or any employer-employee relationship. Personal services provided by the consultant shall be by employees of the consultant and subject to supervision by the consultant, and not as officers, employees, or agents of the village, personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies, and other similar administrative procedures applicable to services rendered under this agreement or any project agreements shall be those of the Contractor.

22. **Attorney's Fees.** In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including reasonable attorney's fees, the fees and expenses of any paralegals, law clerks and legal assistants and costs for services rendered in connection with any enforcement of this Agreement, including appellate proceedings and post judgment proceedings. Neither party shall be responsible for pre-judgment interest.

23. **Miscellaneous.**

- a. It is further expressly understood and agreed that no real or personal property is leased to Contractor and that Contractor shall comply with each and all of the undertakings, provision, agreements, covenants, stipulations and conditions contained herein.

b. This Agreement may be signed in two or more counterparts, each of which constitutes the agreement of the parties and each of which will be treated as an original.

c. All terms, conditions, covenants and obligations of Village and Contractor hereunder shall survive the termination or expiration of this Agreement as necessary and appropriate for such parties to fulfill their obligations that accrued during the Term of this Agreement.

d. Contractor and its agents, employees or volunteers shall not be permitted to consume, sell or otherwise possess any alcoholic beverages, tobacco products or other such products as determined by the Village, when using the Concession.

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

24. **Force Majeure:**

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

25. **Waiver Of Jury Trial:**

The Village and the Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

26. **Eligibility.** All agents, employees and subcontractor of the Contractor retained to perform services pursuant to this bid shall comply with all laws of the United States concerning work eligibility and comply with the Shannon Melendi Act, as adopted by the Village.

27. **Contingency Fee and Code of Ethics.** Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has promised to pay, and Contractor/Proposer has not, and will not; pay a fee the amount of which is contingent upon the Village awarding this contract to Contractor. Contractor warrants that neither it, nor any principal, employee, agent, representative or family member has procured, or attempted to procure, this contract in violation of any of the provisions of the Miami-Dade County or the Village of Palmetto Bay conflict of interest and code of ethics ordinances. A violation of this paragraph will result in the termination of the contract and forfeiture of funds paid, or to be paid, to the Contractor/Proposer.

28. **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 authority to execute this contract and to bind the parties to the promises, terms, conditions and warranties contained in this agreement.

29. **Taxes.** During the period of this agreement, Contractor shall pay any and all taxes of whatever nature lawfully levied upon or assessed that arise out of the operations of the Contractor in connection with this agreement. If at any time during the term of this agreement, or any renewal thereof, under the laws of the State of Florida, or any political subdivision thereof, a tax, charge, capital levy or excise on rents, leases, or other agreements (fixed minimum or additionally), or other tax (except income tax), however described, against the Village on account of the payments payable herein, such tax, charge, capital levy, or excise or other taxes shall be deemed to constitute real estate taxes on the premises and be the responsibility of the Contractor.

30. **RFP.** Contractor/Proposer agrees to comply with any provisions of the RFP which are not in conflict with this Agreement, and to comply with and honor any written representations, clarifications and exceptions made by Contractor during the RFP process.

31. **Compliance with Law.** Contractor shall comply with all applicable laws in the performance of its services hereunder, and represents that it possesses all required licenses and certifications to perform the services.

32. **Shannon Melendi Act.** The Contractor shall comply with the "Shannon Melendi Act of Miami-Dade County", which is incorporated by reference for the purpose of conducting background investigations for all principals, members, employees, and/or volunteers or participants ("Volunteers") associated with the operational activities for the Contractor. Required background investigations shall be completed in accordance with the Program Policy.

33. **Sovereign Immunity and Attorney's Fees.** The Village Manager does not waive sovereign immunity 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.

34. **Counterparts.** This agreement may be executed in several counterparts, each of which shall be deemed original and such counterparts shall constitute one and the same instrument.

35. **Non-Waiver.** Any waiver or any breach of covenants herein contained to be kept and performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Village from declaring a forfeiture for any succeeding breach, either of the same condition or covenants or otherwise.

36. **Public Entities Crime Statement.** A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime 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 section 287.017, F.S. for category two for a period of 36 months from the date of being placed on the convicted vendor list. Contractor affirms compliance with this requirement for the duration of the underlying agreement. If at any time during the contract period, Contractor is convicted of a public entity crime, the Contractor's contract shall immediately terminate.

37. If any term or condition of this agreement is to any extent invalid or unenforceable, the remainder of this agreement is not to be affected thereby and each term and condition of this agreement is to be valid and enforceable to the fullest extent permitted by law. This agreement shall be construed in accordance with the laws of the State of Florida, and jurisdiction shall be exclusive in state court in Miami-Dade County, Florida.

IN WITNESS WHEREOF the parties hereto have executed this Agreement this ____ day of _____, 2012.

Village:

ATTEST:

Village Palmetto Bay, a Florida municipal corporation

By: _____
Meighan Alexander, Village Clerk

By: _____
Ron E. Williams, Village Manager

Approved as to form and legality for the use and benefit of the Village of Palmetto Bay only

Contractor/Proposer:

Village Attorney

By: _____

Print Name: _____

[END OF DOCUMENT]

Attachment 'A'

**DESCRIPTION OF LEASED PREMISES FOR CONCESSION
FACILITIES**

A-1: Coral Reef Park 'Park View Café'

A-2: Palmetto Bay Park

A-3: Ludovici Park

Attachment 'B'

CONCESSION EQUIPMENT LIST(S)

B-1: Coral Reef Park 'Park View Café'

B-2: Palmetto Bay Park

B-3: Ludovici Park

Attachment 'C'

**VILLAGE ORDINANCE 08-10
SHANNON MELENDI ACT**

Attachment 'D'

**PALMETTO BAY PARK
COCA COLA BEVERAGE AGREEMENT**



January 19, 2012

Village of Palmetto Bay

9705 East Hibiscus Street

Palmetto Bay, FL 33157

Re: Letter of Transmittal-RFP-Operation of Food Concession Facilities #2011-PR-005

To Whom It May Concern:

Please be advised that Silva Management of Miami, Inc. dba Juniors Catering of Miami is submitting a response in accordance to the advertised solicitation of Operation of Food Concession Facilities #2011-PR-005 .

Juniors Catering would gladly welcome the opportunity to serve the Village of Palmetto Bay in the capacity of Concessionarie and Caterer for Palmetto Bay Parks and Community Center facility. The Village of Palmetto Bay is one of the premier suburbs in Miami-Dade County and Juniors Catering would enjoy the possibility of enhancing the proposed venues.

We anticipate that all the information requested is enclosed and accurate. Best of luck on your selection! Please feel free to contact us at anytime to address any questions or comments.

Regards,

Junior Silva

Silva Management of Miami, Inc, dba Juniors Catering of Miami

7370 SW 48th St

Miami, FL 33155

786-413-6195 Direct Dial

juniorscatering@aol.com

Pages:

1-Letter of Transmittal

2-12-Signed Forms 1-7

13-16 Resume for Junior Silva

17-Letter of Financial Reference

18-Letter of Reference of City of Miami-Juan Pascual, Deputy Director

19-Letter of Reference of City of Hialeah-Mayor Julio Robaina

20-Letter of Reference of Town of Miami Lakes-Tony Lopez

21-Letter of Reference of City of Doral-Jesus Palacios

22-Letter of Reference of Miami Dade County Fire Chief, Herminio Lorenzo

23-Letter of Reference of Miami Dade County Emergency Management Ass't Director, Jon Lord

24-Letter of Reference of Hialeah Park General Manager, Randy Soth

25-Letter of Reference of Gordon Food Service, Art Tigera

26-Letter of Ownership-Leo Mas-Leo's Pizza of Miami

27-Copy of License-DPBR

28-Copy of Safe Food Handler Certification

29-33-Copy of 2012 Natural Disaster/Hurricane Preparedness Plan

34-Copy of Liability Insurance

35-41-Copy of Proposal

**FORM 1
CONTRACTOR/PROPOSER'S STATEMENT OF ORGANIZATION**

1. Full Name of Business Concern (Contractor/Proposer):
SILVA MARY BLANKET OF MIAMI, INC.

Principal Business Address:
1370 SW 48th St
MIAMI, FL 33155

2. Principal Contact Person(s):
JUNIOR SILVA

3. Form of Business Concern (Corporation, Partnership, Joint Venture, Other):
CORPORATION

4. Provide names of partners or officers as appropriate and indicate if the individual has the authority to sign in name of Contractor/Proposer. Provide proof of the ability of the individuals so named to legally bind the Contractor/Proposer.

Name	Address	Title
<u>ALIRIO SILVA Jr.</u>	<u>7376 SW 48th St</u> <u>MIAMI, FL 33155</u>	<u>President</u>

If a corporation, in what state incorporated: _____

Date Incorporated: 12 / 28 / 2008
 Month Day Year

If a Joint Venture or Partnership, date of Agreement: _____

5. List all firms participating in this project (including sub Contractor/Contractor/Proposers, etc.):

Name	Address	Title
1. <u>AAA</u>		
2. _____		
3. _____		
4. _____		

MIAMI-DADE COUNTY - LOCAL BUSINESS TAX

Receipt Number: 662231-1

BUSINESS NAME:	SILVA MANAGEMENT OF MIAMI INC	MAILING ADDRESS:	7188 SW 47 ST
BUSINESS ADDRESS:	7188 SW 47 ST	MAILING CITY:	MIAMI
BUSINESS ZIP:	33155	MAILING STATE:	FL
MAILING NAME:	SILVA MANAGEMENT OF MIAMI INC	MAILING ZIP:	33155

Description: SERVICE BUSINESS

MESSAGE: This Local Business Tax Has Been Paid

FORM 2
REFERENCES

The Contractor/Proposer shall provide three (3) references of previous employers, businesses, agencies who have been served by the Contractor/Proposer with similar services to those being proposed in this Proposal within the past five (5) years.

1. Name: JUAN PASCUAL - Deputy Director - City of Miami
Address: 444 SW 2nd Ave 8th Floor Miami, FL 33130

Phone Number: 305 416 1300

Principal Contact Person(s): JUAN PASCUAL

Year Contract Initiated: 2011

2. Name: ARNIE ALONSO - CITY OF HIALEAH
Address: 501 PALM AVE
HIALEAH FL 33010

Phone Number: 305 883 5800 / 305 389 9631

Principal Contact Person(s):

Year Contract Initiated: 2008 - to present

3. Name: JESUS PALACIO - BARBARA HERNANDEZ
Address: 5300 W 53rd ST

Phone Number: 305-593-6705

Principal Contact Person(s): BARBARA HERNANDEZ

Year Contract Initiated: 2009

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 3
NON-COLLUSION AFFIDAVIT**

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is ALIRIO SILVA ^{SILVA MANAGEMENT} _{OF DBA JUNIUS CATERING}, the Contractor/Proposer that has submitted the attached Proposal;
2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither said Contractor/Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, connived, or agreed, directly or indirectly, with any other Contractor/Proposer, firm or person to submit a collusive or sham proposal in connection with the Agreement for which the attached Proposal has been submitted or to refrain from proposing in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement of collusion or communication of conference with any other Contractor/Proposer, firm, or person to fix the price or prices in the attached RFP, or of any other Contractor/Proposer, or to fix any overhead, profit or cost element of the Proposal or the response of any other Contractor/Proposer, or to secure through any collusion, connivance, or unlawful agreement any advantage against the Village of Palmetto Bay, Florida, or any person interested in the proposed Agreement; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 3
NON-COLLUSION AFFIDAVIT
(CONTINUED)**

5. The response to the attached RFP is fair and proper and is not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Contractor/Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature (Blue ink only) *Alario Silva*

ALARIO SILVA

Print Name

President

Title

1/19/12

Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Affidavit as the proper official of _____ for the use and purposes mentioned in the Affidavit and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires:

**FORM 4
DRUG-FREE WORKPLACE**

The undersigned vendor (firm) in accordance with Chapter 287.087, Florida Statutes, hereby certifies that SILVA MARIA BARRITT OF MIAMI does:
(Name of Company)

1. Publish a statement notifying employees that the unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the work place, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are under consideration a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the contractual services that are under consideration, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 4
DRUG-FREE WORKPLACE
(CONTINUED)**

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section and supply a certification of compliance every six (6) months to the Village.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

[Signature]
Signature (Blue ink only)

ALIRIO SILVA
Print Name

PRESIDENT
Title

1/19/12
Date

Witness my hand and official notary seal/stamp at _____ the day and year written above

STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____, of _____, an organization authorized to do business in the State of Florida, and acknowledged executing the foregoing Form as the proper official of _____ for the use and purposes mentioned in the Form and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation. He/She is personally known to me or has produced _____ as identification.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires:

**FORM 5
ACKNOWLEDGMENT OF ADDENDA**

The Contractor/Proposer hereby acknowledges the receipt of the following addenda issued by the Village and incorporated into and made part of this RFP. In the event the Contractor/Proposer fails to include any such addenda in the table below, submission of this form shall constitute acknowledgment of receipt of all addenda, whether or not received by him/her.

ADDENDA NUMBER	DATE RECEIVED	PRINT NAME	TITLE	SIGNATURE (BLUE INK ONLY)
Form 1		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 2		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 3		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 4		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 5		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 6		ALIRIO SILVA	PRES	<i>[Signature]</i>
Form 7		ALIRIO SILVA	PRES	<i>[Signature]</i>

[THIS SPACE INTENTIONALLY LEFT BLANK]

FORM 6
INDEPENDENCE AFFIDAVIT

The undersigned individual, being duly sworn, deposes and says that:

1. He/She is ALIRIO SILVA of SILVA MANA BANQUET JUNIORS Catering, the Contractor/Proposer that has submitted the attached Proposal;

2. (a) Below is a list and description of any relationships, professional, financial or otherwise that Contractor/Proposer may have with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units for the past five (5) years.

(b) Additionally, the Contractor/Proposer agrees and understands that Contractor/Proposer shall give the Village written notice of any other relationships professional, financial or otherwise that Contractor/Proposer enters into with the Village, its elected or appointed officials, its employees or agents or any of its agencies or component units during the period of this Agreement.

(If paragraph 2(a) above does not apply, please indicate by stating, "not applicable" in the space below.)

N/A

[THIS SPACE INTENTIONALLY LEFT BLANK]

**FORM 7
CERTIFICATION TO ACCURACY OF PROPOSAL**

Contractor/Proposer, by executing this Form, hereby certifies and attests that all Forms, Affidavits and documents related thereto that it has enclosed in the Proposal in support of its Proposal are true and accurate. Failure by the Contractor/Proposer to attest to the truth and accuracy of such Forms, Affidavits and documents shall result in the Proposal being deemed non-responsive and such Proposal will not be considered.

The undersigned individual, being duly sworn, deposes and says that:

- SILVA MANA GOMEZ*
1. He/She is ALIRIO SILVA of JUNIUS CATZIG, the Contractor/Proposer that has submitted the attached Proposal;
 2. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all Forms, Affidavits and documents submitted in support of such Proposal;
 3. All Forms, Affidavits and documents submitted in support of this Proposal and included in this Proposal are true and accurate;
 4. No information that should have been included in such Forms, Affidavits and documents has been omitted; and

[THIS SPACE INTENTIONALLY LEFT BLANK]

ALIRIO SILVA, JUNIOR

3227 SW 60th Court
Miami, Florida 33155

7370 SW 48th Street
Miami, Florida 33155

JUNIORSATERING@AOL.COM

Direct Dial 786-413-6195

PROFESSIONAL EXPERIENCE

OWNER/PRESIDENT

SILVA MANAGEMENT OF MIAMI, INC.

ALIRIO'S INC.

JUNIOR'S CATERING OF MIAMI

JUNIOR'S CLEANING OF MIAMI

MARCH 2002 TO PRESENT

Entrepreneur with vast experience managing an overall staff of 50 full-time and part-time employees. Producing high-quality events in reference to food, service, entertainment and pre and post-event setup logistics. Company has grown to reach the \$1 million annual gross mark in less than four years time. Clients include the City of Hialeah, Miami-Dade County, Miami-Dade League of Cities, Town of Miami Lakes, City of Miami, City of Doral and City of Coral Gables. Specializing in municipal, corporate and private events. In addition, Junior's Catering also provides an invaluable service to such agencies such as the American Red Cross, Miami-Dade County Fire Rescue, Catholic Charities, and Salvation Army in the event of disasters and declared emergency situations. In addition, JC provides large scale concession services to several municipalities and organizations.

ASSOCIATE COACH, MEN'S BASKETBALL

MIAMI-DADE COLLEGE

JANUARY 1998 TO MARCH 2002

Assist and execute all aspects of a State and Nationally ranked competitive NJCAA-Division I Men's Basketball program. Involved directly in recruiting, scheduling, budgeting, execution of spring/summer leagues, player development, scouting and travel planning. In addition was named by Converse to 1999 International Coaches Symposium in Istanbul, Turkey. Participated in numerous camps, clinics and exhibitions. Produced 3 Southern Conference Championships, 2 State Tournament appearances, 26 Division I signees. 85% graduation rate.

FLORIDA MARLINS

HISPANIC MARKETING, ASSISTANT

MAY 1996 TO JANUARY 1998

Direct and oversee day-to-day operations of "Marlins en Miami" store. Act as goodwill ambassador in the Hispanic Community. Interact with media outlets in regards to player appearances. Assisted in the planning of 1997 post-season (Divisional Series, National League Championship Series and 1997 World Series) events, galas and planning with all Major League Baseball activities.

ATHLETIC EXPERIENCE

Miami-Dade Community College-North

Men's Basketball 1993-95
Second Team-Southern Conference (1993-94)
First Team-Southern Conference (1994-95)
Second Team-All State (1994-95)
State Tournament Participant (1994-95)
FJCCA All-Stars (1994-95)

Saint Thomas University

Men's Basketball 1995-97
First Team- Florida Sun Conference (1995-96, 1996-97)
Honorable Mention-All-American (1996-97)
NAIA National Tournament Participant (1995-96, 1996-97)

LPBV, Liga Profesional de Baloncesto de Venezuela
Professional Basketball League of Venezuela

Trotamundos de Carabobo
Valencia, Venezuela

Cocodrilos de Caracas
Caracas, Venezuela

EDUCATION

Miami-Dade Community College
Associates in Arts 1993-95

Saint Thomas University
Bachelor in Arts, Sports Administration-Marketing 1995-97

Madison University
Bachelor in Arts, General Studies 1999

Community Involvement

American Red Cross
Amigos for Kids
Jackson Memorial Foundation
American Cancer Society
La Liga Contra El Cancer
Miami Heat Foundation
Coral Gables Community Foundation
Catholic Charities
Informed Families
Actors Playhouse
Board Member, Charter on the Beach
Academic Schools Foundation
Our Lady of Lourdes
Saint Teresa School
Our Lady of the Lakes
Big Brother Big Sisters of Miami
Westminster Christian School Foundation

ASSOCIATIONS

Miami-Dade County League of Cities
Coral Gables Chamber of Commerce
Florida League of Cities
NACO, National Association of Counties
Greater Miami Chamber of Commerce
Latin Builders Association
Miami-Dade Sports Commission

References

Art Tigera
Gordon Food Service
Key Account Manager
Art.tigera1@sfs.com
305-607-9175

Miguel Diaz de la Portilla
State Senator-District 38
Becker-Poliakoff P.A.
305-262-4433
mdportilla@becker-poliakoff.com

Walter Vazquez, Junior
Freedom Fresh, LLC
Chief Executive Officer
305-715-5700
wvazquezjr@freedomfresh.com

Miguel Alvarez
Don Camaron Restaurant
Proprietor
305-519-8474
Miguel@doncamaronrestaurant.com

Javier Marques
Florida International University
Office of the President
Chief of Staff
305-348-2111
jmarques@fiu.edu



Bank

America's Most Convenient Bank®

TD Bank, N.A.
2130 Centrepark West Drive
West Palm Beach, FL 33409
T: 888 751-9000
TDBank.com

January 17, 2012

Junior's Catering of Miami
7370 SW 48th Street
Miami, FL 33155

To whom it may Concern:

Please be advised that Alirio Jose Silva owner of Junior's Catering of Miami has had an account with TD Bank since December 12, 2007. The company maintains an average balance of \$25,000.00 for the past year, and the account is in good standing. In addition, this account has secured a Business Line of Credit in the amount of \$100,000.00 for further business endeavors.

Please feel free to call me if you have any further questions.

Sincerely

Armando De Leon
AVP, Store Manager
Hialeah Palm Springs
801 W 49th Street
Hialeah, FL 33012
(305)822-0512 Tel
(305)822-0517 Fax

City of Miami



JOHNNY MARTINEZ, P.E.
City Manager

January 16, 2012

To Whom It May Concern:

Please accept this letter of confirmation of service on behalf of Junior Silva of Juniors Catering of Miami. On March 10, 2011 this firm was awarded the Concession Agreement on behalf of the City of Miami for the occupancy of the concession facility located at the Grapeland Aquatic Center located at 1550 NW 37th Ave in Miami, Florida. The initial term of this agreement is for three years, with two additional one year options of renewal. for a maximum of five years.

The Grapealnd Aquatics facility attracts average attendance of approximately of one hundred and fifty thousand patrons annually. Juniors Catering has been contracted to provide food services at the facility to include hot and cold items, use of vending machines and the use of two mobile food carts located through the park. ~~In addition, Juniors Catering is allowed to use the facility year-round for catering.~~ JC currently sells items such as sandwiches, prepared salads, hot dogs, burgers, pizza, french fries, energy drinks, sodas, water, snacks and sundries. JC is responsible for ordering all food and supplies, staffing, communication line and provides janitorial services to the kitchen facility.

Currently, the services that this firm has rendered have been very well accepted by the patrons and staff that frequent the park. We look forward to Juniors Catering providing the same high quality service for the duration of the agreement.

Please feel free to contact me anytime if you have any questions.

Regards,

Juan Pascual
Deputy Director
City of Miami Parks Department
444 SW 2nd Ave, 8th Floor
Miami, FL 33130-1910
jpascual@miamigov.com



Julio Robaina
Mayor, City of Hialeah

August 23, 2010

To Whom It May Concern:

Through this letter I would like to take this opportunity to recommend Alirios Inc., d.b.a. Juniors Catering-Concessions of Miami and the Silva Management of Miami. Mr. Junior Silva and his company have been providing services to the City of Hialeah from 2005-present. Mr. Silva's company has been a viable supplier of services to the city and has always been in good standing. The services provided by this firm have been very well received by the city and its patrons. I have personally known Mr. Silva for over 5 year and his diligence in conjunction with his hard work, dedication, and experience will make him and his company an asset to have.

If you have any questions regarding Mr. Silva or Alirios Inc., d.b.a. Juniors Catering-Concessions of Miami and the Silva Management of Miami, please do not hesitate to contact me at (305) 883-5800.

Respectfully submitted,

Julio Robaina
Mayor, City of Hialeah

JR/nn



Town Of Miami Lakes

15700 NW 67 Avenue, Suite 302 • Miami Lakes, Florida 33014
(305) 364-6100 • Fax (305) 558-8511
www.miamilakes-fl.gov

May 11, 2009

To whom it may concern:

This letter serves as confirmation that Alirios, Inc. D/B/A Junior's Catering served as the Town's concessionaire at the Town of Miami Lakes Royal Oaks Park from March 2006 to March 2009. During this period, the original one year agreement was renewed twice with Alirio's as the services provided were beneficial to the park users and the Miami Lakes community. Also, many park patrons commented that their overall products were of high quality and service was commendable.

If there are any additional questions regarding the services provided by Alirio's, Inc., please do not hesitate to contact me.

Sincerely,

Tony Lopez, CPRP
Director of Parks and Recreation
305-558-0382 Parks Office
lopezt@miamilakes-fl.gov



July 21, 2010,

JESUS PALACIOS

Superintendent of Parks

To whom it may concern,

This letter is to inform you that Junior's Catering, Inc. was awarded a concessionary contract with the City of Doral in December 2009, and will be the sole concessionary provider for the next two years, with the option of renewing the contract on a yearly basis thereafter for the next two years.

Junior's Catering, Inc. currently has two concession areas set aside for their use at two of our parks, while also having primary vendor rights during the City's main events.

Feel free to contact me at any time to discuss this further should you have any questions regarding this matter.

Sincerely,

Jesus Palacios
Superintendent of Parks
City of Doral Parks & Recreation Department



Miami-Dade Fire Rescue Department
Office of the Fire Chief
9300 N.W. 41st Street
Doral, Florida 33178-2414
T 786-331-5000 F 786-331-5101

miamidade.gov

January 7, 2009

Re: Junior Catering of Miami
8105 NW 39 Street
Virginia Gardens, FL 33166

To Whom It May Concern:

Mr. Junior Silva through his catering service Junior Catering of Miami provided meals and snacks for emergency personnel during several hurricane activations of our Emergency Operations Center in Miami Dade County.

The services provided by Mr. Silva were well received by our personnel and met our needs and level of satisfaction as an organization providing community wide coordination of emergency services. Mr. Silva was responsive to our needs and acted in a professional and responsive way while providing food for hundreds of our personnel and preparing thousands of meals during activation periods.

Respectfully,

A handwritten signature in black ink, appearing to read "Herminio Lorenzo".

Herminio Lorenzo, Director
Miami-Dade Fire Rescue

HL/dv

copy

MIAMIDADE

Emergency Management &
Homeland Security
9300 NW 41 Street
Doral, Florida 33178-2414
T 305-468-5400 F 305-468-5401

Carlos Alvarez, Mayor

miamidade.gov

December 16, 2008

To whom it may concern:

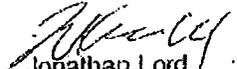
I am writing to acknowledge Junior's Catering of Miami. Throughout my 5 years of service to Miami-Dade's Department of Emergency Management & Homeland Security (DEM&HS), I have had the opportunity to interact with various catering companies that have provided service to the Emergency Operations Center (EOC) during emergencies and exercises.

My first contact with Junior's Catering was during the 2005 Hurricane Season, when they provided meals around the clock, to those individuals (up to 300 per seating) serving in the EOC, during the County's response to Hurricane Wilma. During the approximately 3 weeks of service, Junior's Catering efficiently and effectively ensured that quality food and service was provided, even when supplies were limited immediately following the impact of Hurricane Wilma.

Since 2005, the DEM&HS has had multiple opportunities to use the services of Juniors Catering, and each time they have met and/or exceeded our expectations.

Therefore, based on their history of quality service to DEM&HS, I can comfortably recommend to you for your consideration.

Sincerely,


Jonathan Lord
Assistant Director

6/17



P.O. BOX 158 • HIALEAH, FLORIDA 33011 • (305) 885-8000 • FAX: (305) 887-8006

hialeahparkracing.com

January 18, 2010

To Whom It May Concern:

Please accept this letter as a confirmation of service for Silva Management of Miami-Alirio's Inc. dba Juniors Catering of Miami. Juniors' Catering is the Caterer/Concessionaire for the Hialeah Race Track for 2009-10 racing season.

The services provided by this firm have been extremely well received both by the track staff and the patrons that have visited the facility. In addition, this firm has demonstrated a strong ability to provide high quality food in addition to customer service. Opening day consisted of approximately 30,000 guests. With an average attendance of 7,500 per week for the racing season, this organizations service was efficient and delivered on all the requests set forth by the staff and patrons.

We would like to commend Juniors Catering on a job well done and we do not hesitate in recommending this service to other interested parties. If you have any questions or concerns please feel to contact me at anytime. Thank you for your time and consideration in this matter.

Regards,

Randall E. Soth

General Manager

Rsoth@brunetti.com



Arturo Tigera
Key Account Manager Miami-Gordon Food Service
Art.Tigera1@gfs.com
(305) 607 9175
3301 N.W. 125th Street
Miami, Florida 33167

July 10, 2011

To Whom It May Concern:

This letter goes out to help offer recognition to Junior Silva and his partnership with Gordon Food Service. Juniors Catering has been recognized and deemed as a Key Account with GFS through his cooperation in allowing us to be his prime supplier in many of his current ventures in the food service industry.

We have surpassed many expectations with this customer through perseverance of new concepts and technological advances that have made his partnership of prime importance to Gordon Food Service. We are committed to supporting Juniors Catering in any way possible that will continue to allow both sides to have advantageous dual relationships. Our dedication goes beyond just price! We look to make his business stronger through new ideas, new product offerings, service, and by keeping their growing business ahead of the curve through enterprise concepts.

Gordon Food Service and I look forward to being able to help and assist Juniors Catering in their continued march forward in securing other avenues to show his capabilities to future clientele. In consideration to the type of environment that this account will service in case of emergencies GFS is able to assist Junior with the loan of cold storage vehicles for mass production means. If there is any means that I may further assist please feel free to contact me.

Arturo A Tigera

Leo's Pizza of Miami

6720 Coral Way

Miami, FL 33155

305-661-4281

www.Pizzaleos.com

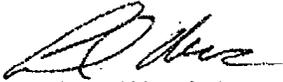
August 12, 2010

To Whom It May Concern:

Please accept this letter as confirmation that Alirio Silva, Junior is a partial owner of Leo's Pizza of Miami. Leo's Pizza is a full operational restaurant location in Miami, Florida. Serving the South Florida area since 1977. Leo's Pizza has operated/managed multiple locations in Miami-Dade County.

Please feel free to contact me at anytime if you have any questions or concerns in this matter.

Regards,



Leonel Mas, Junior

masleonel@hotmail.com

305-321-5574

10:48:56 AM 1/18/2012

Licensee Details

Licensee Information

Name: **DORAL MEADOWS PARK (Primary Name)**
JUNIORS CATERING OF MIAMI (DBA Name)

Main Address: **7188 SW 47TH STREET**
MIAMI Florida 33155

County: **DADE**

License Mailing: **7188 SW 47 ST**
MIAMI FL 33155

County: **DADE**

LicenseLocation: **11555 NW 58 ST**
DORAL FL 33166

County: **DADE**

License Information

License Type: **Permanent Food Service**

Rank: **Non-Seating**

License Number: **NOS2331279**

Status: **Current,Active**

Licensure Date: **05/25/2010**

Expires: **10/01/2012**

Special Qualifications **Qualification Effective**

No Plan Review **05/20/2010**

Dade OCT

[View Related License Information](#)

[View License Complaint](#)

[View Recent Inspections](#)

Contact Us: 1890 North Monroe Street, Tallahassee, FL 32302 Call Center: (904) 412-1111 Customer Contact Center: 850.487.1395

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FLORIDA RESTAURANT ASSOCIATION

SAFE STAFF
DBPR-CONTRACTED FOOD SAFETY PROVIDER

Alino Silva Jr
FOODHANDLER NAME

Uliona Uach De la hoz
TRAINER

01-05-2014
EXPIRES

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2012 Natural Disaster/Hurricane Preparedness Plan

Internal Draft Prepared by:



It is hoped this internal document that was prepared by Junior's Catering will serve as the starting point towards a discussion within the Miami-Dade County League of Cities for all municipalities and response agencies in the Miami Dade County area as we all take a proactive role in improving the coordination and the emergency response to hurricanes and other large-scale critical incidents within Miami-Dade County and South Florida. Junior's Catering is a full service catering service that excels in this area with its recent fulfillment of duties during the 2005 hurricane season.



Strategic Crisis Response and Pre-Positioning

Overview

The Hurricane Season of 2004 and 2005 was unprecedented and will go down in history for its major activity in the Atlantic and Caribbean basins. Early predictions for 2008 confirm our fears; we are now in the beginning of a cycle of increased hurricane activity that could last for the next 15 to 20 years. Cities and counties are focused more than ever on improving post-hurricane responses that make the aftermath of these storms more manageable.

To that end, communities should support their elected leaders' efforts in providing emergency responders with all necessary resources to help them provide better services to victims. If emergency responders are provided with the support they need to effectively carry out their jobs, the suffering in the aftermath of a hurricane is minimized. First responders and their support infrastructure colleagues deserve no less. Among the needs of the alpha/bravo workers is a comforting and healthy diet during the long and difficult hours that is required during these difficult moments.

The EOC Triad

The center of any response is the Emergency Operations Center (EOC) node. The EOC node coordinates staffing requirements, prioritizes responses, and coordinates the flow of aid and response from Federal agencies, state agencies, and other agencies within the defined area. For an EOC to operate successfully i.e. coordinate and serve as a nerve center, that EOC must have power, the ability to communicate to emergency responders, and provide basic food, water, and ice to those staffing the EOC. Widespread and severe power outages during the 2005 hurricane season revealed the necessity of being self-contained. **Power, Communications, and Food/Water/Ice** must be self-contained or the EOC becomes inoperable.

Power and Communications

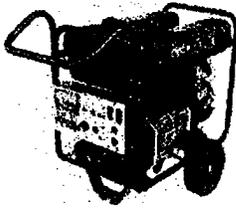
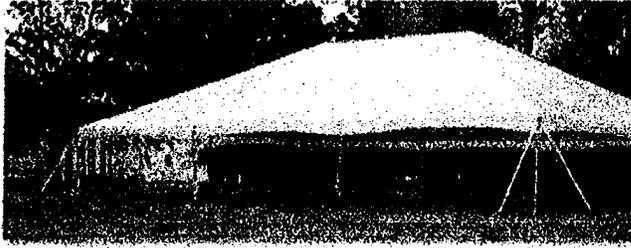
It is essential for cities and counties to work closely and in a proactive manner to insure continuity of power and communications for the 2006 Hurricane Season. Breakdowns and gaps that occurred in these critical areas must be addressed immediately on a city-by-city basis and at the county level.

Food/Water/Ice

The 2005 Hurricane Season was a snapshot of the future; widespread power outages and inability to access basic needs like food, water, and ice must not be repeated. It is essential for the community to support EOC managers as they continue planning and improving post-hurricane standard operating procedures.

Junior's Catering can provide your municipality or institution with the following:

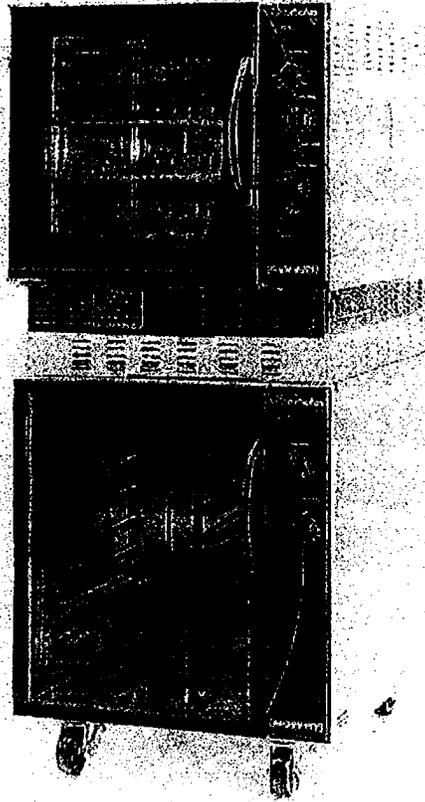
- *Self-contained equipment (BBQ, Tents/Freezer Trucks, Tables, Chairs, Walk-In Coolers, Generators, etc.)*
- *Self-contained and secure cooking areas (portable tents, warehouse, trailers, etc.)*
- ***Priority access to food supply with proper written agreements through various food purveyors***
- *Pre-Arranged Staffing arrangements (Servers, setup & cleanup)*
- *Pre-determined and secure areas for preparation of food, pre-determined areas for distribution of ice, and pre-determined transportation routes for delivery of food and water.*
- *Countywide Delivery Service and ability to prepackage meals for on-site delivery*
- *Complete access to bottled water, assorted sodas*
- *Complete menu that meets USDA nutritional guidelines*
- *Pre-Planned Billing*
- *Unlimited timeline for food service availability*
- *Meals that can be prepared with the highest quality and attention to all necessary nutrition needs of specific individuals (Diabetes, high blood pressure, etc...)*



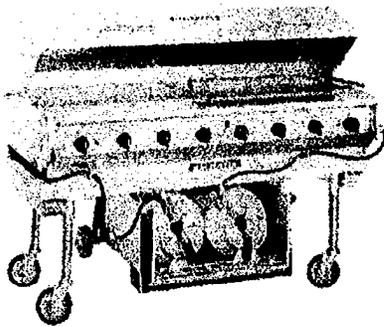
Generators



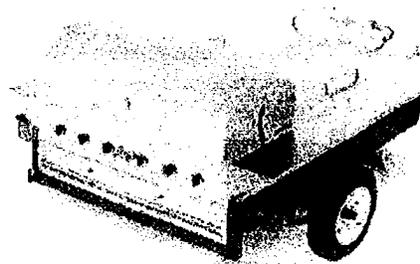
Refrigerated Trucks



Gas/Propane
Convection Ovens



BBQ



BBQ Grill (X-Large)

JUNIOR'S CATERING MENU OPTION ALPHA

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Mojo Chicken 5oz mojo chicken 1/2c sweet yams 1/2c green beans 1/2c arroz dulce	Pasta Napolitano 8oz pasta napolitano 3oz ground beef 1/2c spaghetti 1/2c green beans 1/2c cin. apples	Pavo Guisado 5oz pavo guisado 3oz turkey 1/2c mojo rice w/ veg 1/2c red beans 1/2c peach cobbler	Black Beans Burrito 2.5oz black beans .5oz cheese 1/2c spanish rice 1/2c mixed vegetable 1/2c plantains	Snapper Stew 3oz white fish 1/2c white rice 1/2c peas & carrots 1/2c pears	Fricasse de Pollo 3oz diced chicken 1/2c seasoned potato 1/2c carrots 1/2c spiced apples	Tomatitan 3oz ground beef 1/2c white rice 1/2 green beans 1/2c bread pudding
Chili con Carne 1.5oz red beans 1.5oz ground beef 1/2c baked potato 1/2c succotash 1/2c cin. apples	Arroz con Pollo 3oz diced chicken 1/2c yellow rice 1/2c black beans 1/2c plantains	Adobe Chicken 3oz thigh meat 1/2c moros 1/2c peas & carrots 1/2c peach con leche	Tamale n Cazuela 3oz ground beef 1/2c white rice 1/2c yellow squash 1/2c cin. apples	Pescado con chili 3oz white fish 1/2c yellow rice 1/2c plantains 1/2c bread pudding	Seco de Carne 3oz ground beef 1/2c diced potatoes 1/2c peas & carrots 1/2c apple crisp	Pollo con Salsa 3oz chicken meat 1/2c green beans 1/2c adobe rice 1/2c banana bread
Chili Rellenos 3oz ground beef 1/2c papas con chili 1/2c spiced carrots 1/2c arroz dulce	Pollos Empanizado 3oz chicken meat 1/2c papas fritas 1/2c green beans 1/2c spiced apples	Bistec Melanase 4oz beef patty 1/2c arroz espanol 1/2c fried yucca 1/2c pineapple crisp	Pollo Gallina 3oz pollo gallina 1/2c paprika papas 1/2c carrots 1/2c plantain maduros	Pescado Fritta 3.5oz fried fish 1/2c spinach 1/2c chili potatoes 1/2c tropical crisp	Pavo con Papas 3oz turkey 1/2c new potatoes 1/2c mixed vegetable 1/2c bread pudding	Beef Enchalda 3oz shredded beef 1/2c yellow rice 1/2c refried beans 1/2c peach con leche
Pavo Mechado 3oz slice turkey 1/2c bread stuffing 1/2c carrots 1/2c bread pudding	Carne Adovada 3oz diced beef 1/2c veggie rice 1/2c broccoli 1/2c pineapple cobbler	Masitas de Puerco 3oz diced pork 1/2c carrots 1/2c Moros 1/2c peas	Albondigas 3oz meatball 1/2c moros 1/2c broccoli 1/2c bread pudding	Paella de Pescado 3oz chicken & fish 1/2c yellow rice 1/2c mixed vegetables 1/2c cin. apples	Pollo Latino 3oz chicken meat 1/2c rice & peas 1/2c moros 1/2c peach con leche	Steak Palomillo 3oz steak patty 1/2c spanish rice 1/2c yucca 1/2c rice pudding

JUNIOR'S CATERING MENU OPTION BRAVO

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Steak Diana 4oz steak patty 1/2c parsley potato's 1/2c green beans 1/2c rice pudding	Chicken Florentine 3oz leg quarter 1/2c cream spinach 1/2c crispy potatoes 1/2c bread pudding	Beef & Bean Burrito 2.5oz bean & beef 1/2c rice 1/2c callifornia veggie 1/2c fried plantains	Meat Lasagna 2.5oz Meat 1/2c noodles 1/2c broccoli 1/2c cin. Apples .5oz cheese	Lemon Baked Sole 3oz white fish 1/2c lemon pasta 1/2c carrots 1/2c pears	Roast Beef w/ Gravy 3oz sliced beef 1/2c mash potatoes 1/2c peas & carrots 1/2c str/apple sauce	Chicken Parmesan 4oz br/ chicken 1/2c spaghetti 1/2c ill/vegetables 1/2c cherry cobbler
Beefy Macaroni 3oz groundbeef 1/2cup pasta 1/2c broccoll 1/2c rice pudding	Rottisserie Chicken 3oz chicken thigh 1/2c mash potatoes 1/2c spinach 1/2c peaches	Baked Ziti 2oz Ricotta 1/2c pasta 1/2c green beans 1/2c br/ pudding 1oz mozz cheese	Fish Fry 3.5oz breaded fish 1/2c roasted potato 1/2c corn 1/2c apple sauce	Mama's Meatloaf 4oz meat patty 1/2c mash potato 1/2c peas& carrots 1/2c cherry cobbler	Chicken Marsala 3oz chicken thigh 1/2c spaghetti 1/2c italian veggie 1/2c pineapples	Vermont Turkey 3oz turkey 1/2c stuffing 1/2c carrots 1/2c apple cobbler
Chili Cheese Potato 3oz bean & beef 1/2c bake potato 1/2c carrots 1/2c peaches .5oz cheese	Chicken Fried Steak 3oz steak patty 1/2c mash potatoes 1/2c garden veggie 1/2c cherry pie	White Bean Stew 4oz white beans 1/2c rice 1/2c peas& carrots 1/2c str/applesauce	Mac&Cheese&Ham 2.5oz ham 1/2c macaroni 1/2 broccoli 1/2c bread pudding .5oz cheese	Grecian Snapper 3oz white fish 1/2c rice 1/2c green beans 1/2c applesauce	Spaghetti / Meatball 2 - 2oz meatballs 1/2c pasta 1/2c spinach 1/2c apple cobbler	BBQ Chicken 3oz chicken w/sauce 1/2c baked beans 1/2c corn 1/2c rice pudding
Ball Park Franks 3oz hot dogs 1/2c baked beans 1/2c saurkraut 1/2c broccoli	Turkey Pot Pie 7oz turkey 1/2c egg noodles 1/2c corn 1/2c pineapple	Fresh Catch 3oz white fish 1/2c mash potato 1/2c spinach 1/2c applesauce	Paella 3oz fish & chicken 1/2c rice 1/2c peas& carrots 1/2c tropical fruit	Beef Stew 8oz beef stew 1/2c rice 1/2c carrots 1/2c apple crisp	Ham Steak 3oz ham 1/2c roasted potato 1/2c peas & carrots 1/2c str/apple sauce	Chicken Primavera 3oz chicken breast 1/2c ziti 1/2c spinach 1/2c peaches

ADDITIONAL SERVICES PROVIDED

TABLES

6 FT	\$8.50
8 FT	\$10.00
60 INCH ROUND	\$9.00
72 INCH ROUND	\$11

CHAIRS

SAMSONITE PLASTIC	\$2
-------------------	-----

TENTS

10 X10	\$125
20 X 20	\$250
20 X 40	\$400
30 X 60	\$800
40 X 100	\$2500
40 X 180	\$4500
LIGHTS	\$80

KITCHEN EQUIPMENT

FRYERS	\$200
CONVECTION OVEN	\$400
BBQ GRILL	\$150
FLAT GRILL	\$190
COOLERS	\$25
COFFEE MAKERS	\$40
SHEET PANS	\$8
CHAFING DISHES	\$25
GENERATORS & REFRIGERATED TRUCKS	AVAILABLE ON REQUEST

ICE (BY PALLET ONLY)	40 lb	\$7.50	48 per pallet
CLEANING SERVICES	7 lb	\$2	288 per pallet

\$22 PER HOUR PER STAFF MEMBERS
RECOMMENDED 1 PER EVERY 50

JUNIOR'S CATERING MENU PRICES

BULK MEALS	BREAKFAST	\$8	LUNCH	\$15	DINNER \$18
INDIVIDUAL MEALS	ADD 25%				
MEALS COME W/ 1 DRINK, PLATE, and CUTLERY & DESSERT					
DELIVERY NOT INCLUDED					
MEALS CONSIST OF ONE ENTRÉE, 2 SIDES, BREAD & DESSERT					

2 ENTRÉE BUFFET	ADD \$3
3 ENTRÉE BUFFET	ADD \$5
SNACKS 1 DRINK 1 SNACK	\$3.50 PER PERSON
UNLIMITED DRINK AND SNACK BAR	\$6.50 PER PERSON
UNLIMITED DRINK BAR	\$5 PER PERSON

* 24 HOUR CANCELLATION POLICY IS STRONGLY SUGGESTED.
*TRANSPORTATION CHARGES ARE APPLICABLE FOR TRAVEL.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/17/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Southern Star Insurance Agency, Inc 8338 SW 8th Street Miami, FL 33144 Phone (305)262-2740 Fax (305)262-2647	CONTACT NAME: FRANCIS RODRIGUEZ PHONE (A/C No. Ext.): (305)262-2740 FAX (A/C No.): (305)262-2647 E-MAIL ADDRESS: southernstarinsurance@gmail.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: LANDMARK AMERICAN INS COMP A XII</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LANDMARK AMERICAN INS COMP A XII		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED Silva Management of Miami - Allrios 7350 SW 48 Street Miami, FL 33156 (786) 413-6195														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			LBA104854-00	01/10/2012	01/10/2013	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WVC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

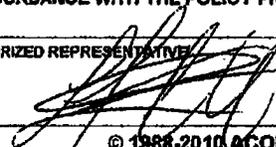
CERTIFICATE HOLDER

(No Certificate Holder)

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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In Response to RFP-Food Concession Facilities-2011-PR-005:

a. Letter of Transmittal

See attached.

b. Organizational Profile

Junior Silva - Chef/Owner

Miguel Diaz de la Portilla- Becker-Pollakoff Attorney

Natalie Silva - VP Finance & Administration-Staffing Director

Dayron Alfonso - Operations Manager

Yoan Hernandez-On Site Chef/Manager

Richard Duran - Sous Chef/Purchasing Coordinator

Alirio's Inc. is the parent establishment. Silva Management is the subsidiary. Juniors Catering is the "Doing Business As".

JC is a full-scale catering, concessions and event management company located in Miami-Dade County. Over the years JC has specialized in municipal concessions work. In the past JC has been contracted by Miami-Dade County, City of Hialeah, Town of Miami Lakes, City of Coral Gables, City of Doral, City of Miami and the world famous Hialeah Park. Alirio's Inc. is a certified SBE-Small Business recognized by Miami-Dade County. JC currently employs 16 full-time staff and approximately 60 part-time staff.

In addition, we have a flourishing catering business that produces weddings, baby/bridal showers, banquets, municipal events, retirement parties and many other social functions. Since 2004, we have grown into one of the most competitive, well priced catering/concession services in the South Florida area. We have enclosed reference letters of past work history. Resume copy for Junior Silva is also enclosed.

Junior Silva, Chef/Owner has a very close relationship with all of the venues in which JC offers his services to.

References:

Armando de Leon, TD Bank: 305-822-0514 armando.deleon@tdbank.com 800 West 49th St

Art Tigera, Gordon Food Service, 305-607-9175, art.tigera1@gfs.com 2850 NW 120th Terrace

Wally Vazquez, Jr., Freedom Fresh: 305-715-5700 wvazquezjr@freedomfresh.com 8901 NW 33rd St

Arnie Alonso, City of Hialeah: 305-389-9631 aralonso@hialeah.gov 501 Palm Ave

Jesus Palacios, City of Doral: 305-593-6725 jesus.palacios@cityofdoral.com 5300 NW 53rd St

Miguel Alvarez, Don Camaron: 305-519-8474 miguelalvarez@doncamaron.com 501 NW 37th Ave

c. Scope of Work

JC has a vision of providing high quality snacks and meals at reasonable prices that guests of all ages enjoy. Due to JC's ability to prepare fresh items, which appeal to the consumer, it in turn has a positive effect on sales. Consumers feel their purchase is well-prepared, inexpensive and of course delicious. Also, JC has the ability to continuously evolve the menu by using local produce and ingredients making the casual dining experience much more attractive to the guests of Palmetto Bay Parks and Community Center. Additionally, we place an emphasis on healthier dining options. Since all the equipment is portable, we will have the ability to set up in different locations to best suit the patrons. JC would request the use of a secure storage room for dry goods and supplies.

Proposed Menu (not limited to):

Proposed Menu

Drinks

20oz Bottled Water \$2

20oz Coke, Diet Coke, Sprite, Iced Tea, Orange Soda, Gatorade (Fruit Punch, Orange, Lemon Lime, Berry) \$2

Energy Drinks

Frozen Lemonade \$3

Coffee, Espresso \$1

Fresh Fruit Smoothies \$3

Snacks

French Fries \$2.50

Sweet Potato Fries \$3

Mozzarella Cheese Sticks \$3

Onion Rings \$2

Nachos w/ Cheese & Salsa \$3

Popcorn \$1

Plantain Chips \$2 (made fresh @ facility)

Potato Chips (baked) \$1

Ice Cream \$1-\$2

Cookies \$1

Pastelitos (Cheese, Meat, Cheese & Guava) \$0.50-\$0.75

Empanadas \$1

Pickled Eggs & Sausage \$0.75

Yogurt, Granola & Fruit Parfaits \$3

Seasonal Fresh Fruit Cups \$2-\$4

Granola Bars \$1

Cereal Bars \$1

Apples, Oranges (individual) \$0.75-\$1

Food

Deli Sandwiches \$4-\$5

Wraps \$5-\$6

Pizza \$4-\$5

Stromboli \$5-\$6

Calzone \$5-\$6

Black Angus Hamburgers \$4

Footlong All-Beef Hotdogs \$3

Grilled Sausage \$5

Steak Sandwiches \$4-\$5

Crispy Chicken Sandwiches \$4

Chicken Wings \$4

Chicken Tenders \$4

Arepas \$3

Tequenos \$2

Sundries

Suntan Oil \$5

Suntan Lotion/Sunscreen \$5

Sun Visors/Hats \$7

Towels (Rental or Sale) \$2 Rental/ \$10 Purchase

Chap Stick \$2

Disposable Sandals \$5

T-Shirts w/ Logo \$10

Aspirin \$2

Alka-Seltzer \$2

Aleve \$2

Tylenol \$2

Feminine Hygiene Products \$2

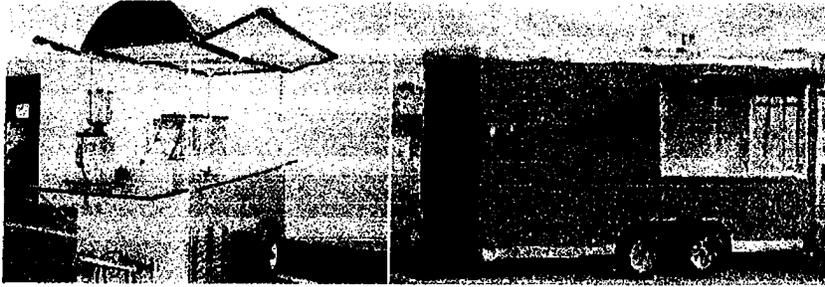
JC owns and operates numerous mobile concession units that can accommodate the facilities in the Village of Palmetto Bay. In addition, we also own a mobile trailer that can be used during the high season (seasonally) to accommodate the number of guests. These concession stands come with portable water, electricity, propane, storage areas and can provide a high variety of food items that can be sold.

JC, at its main location, has a full commissary kitchen with the ability to prepare 2,500 meals in an 8 hour shift. Additionally, JC owns the following equipment: Warming Cambro, Electric Warming Cabinets, Tables, Tents, Generators, Propane Fryers, Grills, Coolers, 7 Ton Ice Machine, Refrigeration, Freezers, Espresso Machines and much more.

Enclosed we have attached a copy of 2012 Juniors Catering Hurricane Preparedness Plan. We are proud to say that JC was chosen by the following to engage in past activations: Miami-Dade County, MD-Fire Rescue, MD-Police, MD Water & Sewer, MD Solid Waste, City of Miami, City of Doral, City of Hialeah, City of Coral Gables, Town of Medley and Town of Miami Lakes.

Proposed hours of operation are to remain flexible. We will adjust accordingly depending on weather conditions, attendance and events. Whenever there are games, tournaments and/or extracurricular events.

Monday-Friday 3pm-8pm, Saturday & Sunday 10:30am-5:00pm



d. Compensation

JC proposes to compensate the Village of Palmetto Bay accordingly:

Coral Reef Park and Palmetto Bay Park

\$150,000 and \$175,000-7% of gross sales

\$175,000 and \$200,000-8% of gross sales

\$200,000 and up-10% of gross sales

Ludovici Park & Community Center

\$50,000 and \$75,000-5% of gross sales

\$75,001 and \$100,000-5% of gross sales

\$100,001 and up-5% of gross sales

JC is willing to adjust the commission schedule after year one due to the fact that there were no revenue figures provided by the village. JC proposes to raise the commission a minimum of 2% and maximum of 5% after one calendar year. 2 months deposit is standard.

Experience

City of Hialeah- Milander Stadium

Town of Miami Lakes-Royal Oaks Park

Miami-Dade County-Various-MD Police, MD Parks, MD Fire, MD Office of Emergency Management

City of Doral- Morgan Levy Park, Doral Meadows Park, JC Bermudez Park

Hialeah Park

City of Coral Gables-4th of July @ Biltmore Hotel

Juniors Catering & Gourmet Lunch Kitchen

Additional Proposal Services

- JC proposes to use a current Coca-Cola agreement between JC and Coca-Cola that provides better pricing than the agreement in place with the village.
- JC requests the ability to sell Gatorade products.
- JC would like to have the option of adding the services of 2 vending machines at each of these locations.
- JC would like to request the ability to use a golf cart on each facility. These parks are large in area and would need to have the ability to sell drinks/snacks in a portable setting.
- JC will perform regular maintenance on all equipment. JC asks that all equipment be inspected and signed over in good working order.
- JC will provide regular janitorial and exterminator services.
- JC asks that the village provide "reasonable security" measures to ensure that none of its inventory and equipment is damaged and/or results in missing items-theft.
- JC will make reasonable investments into portable equipment for Palmetto bay Park to be able to increase revenue on certain food items such as: Table-top electric fryer, Ice Cream display freezer, Electric griddle, etc.

f. Additional Data

JC has enclosed several reference documents, letters of reference, pricing, menus, emergency plans, resume of Junior Silva, copy liability insurance, copy of current licenses.

g. Insurance and Licensing Requirements

See attached.