

VILLAGE OF KEY BISCAYNE
REQUEST FOR PROPOSALS (RFP)



RFP No. _____

**Community Center
Food And Beverage Concession**

ISSUE DATE: _____, 2015

PROPOSAL OPENING DATE: _____, 2015

PROPOSAL OPENING TIME: 2:00 P.M.



ADVERTISEMENT FOR REQUEST FOR PROPOSALS (RFP)

VILLAGE OF KEY BISCAYNE

The Village of Key Biscayne will receive sealed proposals until **2:00pm** local time, _____, **2015**, at the Village Clerk's office, Village of Key Biscayne, 88 West McIntyre Street, Suite 220, Key Biscayne, FL 33149, at which time they will be opened and read aloud for the following project:

Community Center Food And Beverage Concession

The Village of Key Biscayne, Florida (Village) requests Proposals from qualified firms for the Community Center Food And Beverage Concession ("Concession"). The nature, scope and definition of the Work desired or required by the Village may change from time to time, at the Village's discretion.

The Concession consists of an approximately 180 square foot space at the existing Village of Key Biscayne Community Center building located at 10 Village Green Way, Key Biscayne, Florida, for a period of two years with three one (1) year renewal options at the discretion of the Village.

Interested proposers may obtain a copy of the RFP Documents in person from the Village Clerk's office for a fee of \$35.00 per set payable by cash or check, on or after _____, **2015**. Make checks payable to Village of Key Biscayne. Copies of the RFP Documents are non-returnable and non-refundable. **The Village will not send the package via courier and it will not be available online.** All interested proposers who obtain the RFP Package must register with the Village Clerk and provide contact information and an email address. All notices and any addenda issued by the Village regarding the RFP will be posted to the Project page on the DemandStar website.

A mandatory pre-proposal conference, followed by a site visit for interested proposers will be held at the Village of Key Biscayne, Community Center, 10 Village Green way, Key Biscayne FL 33149, 2nd Floor Adult Lounge (Suite 213) at 2:00 p.m. on _____, **2015**. **Attendance at this conference is mandatory in order to submit a proposal in response to this RFP and for the Project.**

Any or all questions or requests for interpretations or clarifications pertaining to the RFP must be directed via email to Todd Hofferberth, Director of Parks & Recreation Department at thofferberth@keybiscayne.fl.gov by _____, **2015**. All proposals shall be submitted in accordance with the requirements of this RFP. The Village of Key Biscayne reserves the right to waive any informality in any proposal, and the Village Manager may reject any or all proposals, and re-advertise the Project.

Conchita H. Alvarez, MMC, Village Clerk

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**REQUEST FOR PROPOSALS (RFP)
COMMUNITY CENTER FOOD AND BEVERAGE CONCESSION**

GENERAL INFORMATION

A. GENERAL SCOPE OF SERVICES:

The Concession is a license to provide food and beverage service ("Services") to patrons of the Village Community Center in accordance with the terms and conditions herein stated.

Concessionaire shall operate and maintain the existing concession facilities ("Concession Location") in the Village Community Center.

B. PROPOSAL DUE DATE:

Sealed Proposals will be received at the Office of the Village Clerk, Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, FL 33149, until **2:00PM - [REDACTED], 2015** (the "Submission Deadline"), at which time all Proposals will be publicly opened.

Proposals must be addressed and delivered to:

Office of the Village Clerk, Suite 220
Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149

C. PRE-PROPOSAL CONFERENCE AND SITE VISIT.

A MANDATORY pre-proposal conference, followed by a site visit, will be held at the Village of Key Biscayne, Community Center, 2nd floor Adult Lounge (Suite 213) on [REDACTED], 2015 at 2:00 p.m.

Prior to submitting a Proposal, each Proposer is REQUIRED to visit the site and become familiar with the site and any conditions that may, in any manner, affect the Services to be performed by Concessionaire or affect the equipment, materials and labor required. Each Proposer is also required to examine carefully the General Conditions and Special Provisions set forth in this RFP and be thoroughly informed regarding any requirements or conditions that may in any manner affect the service to be performed under the Concession license. No allowances will be made because of lack of knowledge of any conditions or requirements. Any Proposal received from a Proposer that did not attend the Pre-Proposal Conference and Site Visit shall be deemed non-responsive.

D. DEMANDSTAR

All correspondence between Bidders and the Village will be handled through the Onvia DemandStar procurement website platform. This includes, but is not limited to, Addenda, Amendments, Questions from Bidders and Responses to Questions from Bidders.

Material issues to this RFP whether initiated by the Village or are brought to the attention of the Village through DemandStar will be responded to by Addenda and posted to DemandStar.

E. SUBMITTAL CONDITIONS

In order to facilitate review of the proposals, each proposer **must** submit one (1) original, plus ten (10) additional copies, of the proposal in response to this RFP, on or before the Submission Deadline indicated herein.

THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE OFFICE OF THE VILLAGE CLERK ON OR BEFORE THE SUBMISSION DEADLINE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. THE VILLAGE IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE. ANY PROPOSAL RECEIVED AFTER THE SUBMISSION DEADLINE STATED IN THIS RFP WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. FACSIMILE AND EMAILED PROPOSALS SHALL NOT BE CONSIDERED.

Hand-delivered Proposals may be delivered to the above address during the Village's regular business hours, Monday through Friday, excluding holidays observed by the Village, but not beyond the Submission Deadline. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required information appears on the outer label or envelope used by such service.

The Proposal must be signed in ink by an authorized officer of the Proposer who is legally authorized to bind the Proposer and enter into a contractual relationship in the name of the Proposer. The submittal of a Proposal by a Proposer will be considered by the Village as constituting an offer by the Proposer to perform the required Work, upon the terms and at the prices stated by the Proposer.

F. DEFINITIONS

For the purposes of this RFP, the following terms shall have the meaning set forth herein:

<i>Contract/Agreement</i>	Shall refer to the Concession Agreement that may result from this Request for Proposals. A sample Agreement is attached to this RFP in Section 3 of this RFP.
<i>Concessionaire</i>	The person or company that is awarded the Concession License and executes an approved Concession Agreement with the Village to provide the Services identified in this RFP.
<i>Concession Term</i>	Initially, two year from Concessionaire's receipt of a Notice to Commence Services from the Village. Thereafter, up to three (3) one-year extensions are available at the option of the Village.
<i>Concession Space</i>	The approximately 180 square feet of space on the first floor of the Village's Community Center currently being used to provide food and beverage services to patrons of the Community Center as depicted on Exhibit "A"..
<i>Council</i>	The Village Council of the Village of Key Biscayne, Florida.
<i>Equipment</i>	The machinery, equipment, furnishings and necessary supplies for the operation, upkeep and maintenance thereof, and all other tools, utensils, appliances and apparatuses necessary for the provision of Food and Beverage Services under this Agreement to be provided by the Concessionaire.
<i>Fixtures</i>	Improvements to the Concession Space, including, but not limited to appliances, sinks, display cases, refrigerators or refrigerated storage, furniture, work surfaces, lighting, etc.

Food and Beverage Services	Provision and sale by the Concessionaire of pre-packaged, individual-serving food products; bottled or canned beverages; brewed coffee or tea products, flavored or unflavored; fresh fruit; fresh juices; smoothies; pastries; pre-packaged dairy products or other products proposed and approved by the Village as the Menu to this RFP and the requirements herein.
May	Indicates something that is not mandatory but permissible.
Menu	The complete list, with prices, of the food and beverage products proposed to be served and sold by the Concessionaire and approved by the Village.
Proposal (Bid, Bid Proposal)	Shall refer to any offer(s) or proposal submitted in response to this Request for Proposal.
Proposer	Shall refer to an individual, firm, or corporation submitting a Proposal to provide the proposed Services.
Request for Proposal, RFP	Shall mean this Request for Proposal including all Exhibits and Attachments and any addenda or amendments issued by the Village.
Responsible Proposer	A Proposer who has the capability in all respects to fully perform the Services requested in this RFP and the required by the Concession Agreement with the integrity and reliability that will assure good faith performance.
Responsive Proposal	A Proposal or reply submitted by a Proposer that conforms in all material respects to the requirements of this RFP.
Services	The preparation or presentation and sale of food and beverage items to the patrons of the Village Community Center, subject to conditions and limitations stated herein.
Shall/Must	Indicates a mandatory requirement.
Should	Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the Village may, at its sole option, ask the Proposer to provide the information or evaluate the Proposal without the information. Failure to provide the information after demand may result in rejection.
Submission Deadline	Shall refer to the due date and time listed in this RFP for the submittal of Proposals to the Village.
Successful Proposer	Shall refer to the Proposer receiving an award of the Concession Agreement as a result of this Request for Proposal. See also, Concessionaire.
Village /Owner	Shall refer to the Village of Key Biscayne, Florida or its designated representative, as applicable.

SECTION 1

INSTRUCTIONS TO PROPOSERS

SUBJECT: Community Center Food and Beverage Concession

OPENING DATE & TIME: [REDACTED], 2015 at 2:00 p.m.

SUBMIT TO: Community Center Food and Beverage Concession
 Office of the Village Clerk, Suite 220
 Village of Key Biscayne
 88 West McIntyre Street
 Key Biscayne, Florida 33149

PROPOSALS SHALL BE CLEARLY MARKED “COMMUNITY CENTER FOOD AND BEVERAGE CONCESSION” ON THE OUTSIDE OF THE ENVELOPE.

1.1 INTENT.

The Village of Key Biscayne, Florida (“Village”) is inviting qualified firms to submit proposals to operate the Community Center Food and Beverage Services Concession consisting of approximately 180 square feet of existing Concession Space (see Exhibit “A”) in the existing Village of Key Biscayne Community Center building located at 10 Village Green Way, Key Biscayne, Florida. The Village intends to license a qualified Food and Beverage Service provider (“Concessionaire”) to operate and maintain the Concession Space and provide Food and Beverage Services in a manner that conforms to the requirements of this RFP and is most advantageous to the Village. The Village reserves the right to award a Concession Agreement to a Successful Proposer for the Proposal considered to best serve the Village’s interests.

1.2 SCHEDULE OF EVENTS.

The following schedule is anticipated for this RFP process, but is subject to change by the Village, in its sole discretion, at any time during the RFP procurement process.

No.	Event	Date	Time(EST)
1	Advertisement/Distribution of RFP	[REDACTED], 2015	2:00PM
2	Mandatory Pre-Proposal Conference and Site Visit Village Hall, 88 West McIntyre Street, Suite 250, Key Biscayne, Florida 33149	[REDACTED], 2015	2:00PM
3	Deadline to Submit Questions/ Requests for Clarification (DemandStar)	[REDACTED], 2015	5:00PM
4	Village Issues Addenda and Responds to Questions (DemandStar)	[REDACTED], 2015	5:00PM

5	Deadline to Submit RFP – Submission Due Date	[REDACTED], 2015	2:00PM
6	Period to request additional information or clarification from Proposers. Village may interview Proposers.	[REDACTED], 2015	TBA
7	Award Proposal and Contract – Village Council Meeting	[REDACTED], 2015	7:00PM
8	Notice-to-Proceed – Contract Begins	[REDACTED], 2015	TBA

1.3 CONCESSION REQUIREMENTS AND CONDITIONS.

It is the responsibility of each Proposer, before submitting a proposal in response to this RFP, to obtain and carefully review the Concession Requirements and Conditions and the Contract Documents for the Concession License.

1.4 TERM OF CONTRACT/CONTRACT TIME.

The Contract shall commence after award by the Village Council and on the date stipulated in the Notice to Proceed. The Services shall be performed for two (2) years from the Notice to Proceed. The Concession Agreement shall include up to three (3) one-year extension options to be exercised at the discretion of the Village.

1.5 PROPOSAL FORMAT AND CONTENT.

Proposals must be submitted on 8.5" x 11" sheets and include one (1) original and ten (10) copies of the following proposal forms content and required information, tabbed or numbered accordingly, in the following order:

- TAB 1. Executive Summary describing the Proposer’s organization for carrying out the Services, and a brief history of the organization. **Limit to one (1) page.**
- TAB 2. Firm’s Qualifications. Provide a description of the firm, range of expertise, including the size, years in operation, organizational structure, proposed Concession Manager and any other key personnel to be assigned to the Concession, demonstrating experience and expertise in the operations of similar enterprises. It is preferred that the proposers have successfully performed operations of a similar nature, size, and scope for at least two (2) years within the past five (5) years.
- TAB 3. Experience/Work References. Experience of the firm must demonstrate evidence of prior food and beverage preparation and sales experience in a private or municipal premises. Indicate the firm’s number of years of experience in the required services. Provide a list and description of similar concessions or food and beverage operations satisfactorily performed within the past five (5) years. Also provide contact names and information of representatives of the entities for whom the services were performed.
- TAB 4. Concession Manager. Provide an organizational chart of the Concession team, including Concession Manager and other key personnel, who will be assigned and directly involved and responsible throughout the duration of the Concession. Information shall include the names, title, resumes, qualifications, licenses, expertise and experience.

- TAB 5. Licenses/Certifications. Provide copies of all professional and business licenses required for the Work, as required by all applicable federal, State, County and local agencies, including licenses for the firm and key personnel performing the Work.
- TAB 6. Plan/Approach to the Provision of Services. Describe the Proposer's planned approach and concept for performance of the Services. Explain why the firm's approach and plan would be the most effective and beneficial to the Village.
- TAB 7. Proposed Menu
See requirements below.
- TAB 8. Financial & Legal. Proposers must provide a general description of the firm's financial condition, including annual gross receipts and annual payroll for the most recent fiscal year, and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to fully perform the Concession. Proposers must also include history of litigation, claims, violations, citations or fines associated with the operation of a food and beverage facility during the past five (5) years.
- TAB 9. Equipment. A detailed list of all equipment and/or non-structural improvements proposed to be provided and/or installed by the Proposer at the Concession Space. **NOTE THAT, EXCEPT FOR THE CENTER CABINETRY, ALL EQUIPMENT, FIXTURES AND FURNISHINGS IN THE EXISTING CONCESSION SPACE, AS SHOWN ON EXHIBIT "A" AND AS LISTED ON EXHIBIT "B", INCLUDING DISPLAY CASES, REFRIGERATORS, MICROWAVE, COFFEE MACHINE, ETC. BELONG TO THE CURRENT CONCESSIONAIRE. IF THE CURRENT CONCESSIONAIRE DOES NOT PROPOSE TO THIS RFP OR IS NOT AWARDED THE NEW CONCESSION AGREEMENT, THE CURRENT CONCESSIONAIRE HAS THE RIGHT TO REMOVE ITS EQUIPMENT, FIXTURES AND FURNISHINGS OR SELL THEM. OTHER PROPOSERS TO THIS RFP SHOULD NOT EXPECT THE EXISTING EQUIPMENT, FIXTURES AND FURNISHINGS TO REMAIN IN PLACE OR BE AVAILABLE.**
- TAB 9. Other Required Forms
- Evidence/certificates of insurance of commercial general liability, workers compensation, and automobile liability insurances, as required in this RFP. Evidence/certificates of insurance of other required insurance policies are required to be submitted to the Village prior to commencing construction.
 - Signed and Notarized Single Execution Affidavits (See Exhibit "

1.6 MENU

The Proposer shall construct and submit a Menu of proposed food and beverage products, with prices, to be offered at the Concession Space, along with a copy of each item's US Food & Drug Administration mandated Nutritional Facts Label and proposed pricing. The proposed Menu should highlight all food and beverage items having high nutritional qualities, such as "sugar-free", "low sugar", "low calorie", "organic", "fat-free", "low fat", "non-GMO", "cholesterol-free", "low cholesterol", "no transfat", etc..

At least thirty percent (30%) of foods offered for sale shall meet the following nutritional requirements:

1. Not more than 35 percent of its total calories shall be from fat.
2. Not more than 10 percent of its total calories shall be from saturated fat.

3. Not more than 35 percent of its total weight shall be composed of sugar, including naturally occurring and added sugar.
4. Not more than 175 calories per individual food item.

At least fifty percent (50%) of beverages offered for sale shall meet the following nutritional requirements:

1. Fruit-based drinks that are composed of no less than 50 percent fruit juice and that have no added sweeteners.
2. Drinking water.
3. Milk, including, but not limited to, chocolate milk, soy milk, rice milk, and other similar dairy or nondairy milk.
4. Electrolyte replacement beverages that do not contain more than 42 grams of added sweetener per 20 ounce serving.

The higher the overall nutritional value of the proposed Menu, the more points will be awarded in the evaluation. Prices for food and beverage items having high nutritional qualities or satisfying the nutrition requirements shall not be more than ten percent (10%) greater than the prices of comparable products without such high nutritional quality or requirements.

1.7 VILLAGE'S RIGHTS.

The Village reserves the right to accept or reject any and/or all Proposals or parts of Proposals, to workshop or negotiate terms of any and all Proposals, to waive irregularities in Proposals, to cancel or discontinue this RFP process, and to request new Proposals for the required Work. The Village Council shall make the final determination and award of proposal(s).

All materials submitted in response to this Request for Proposals shall become the property of the Village and will be returned only at the option of the Village. The Village has the right to use any or all ideas presented in any response to the RFP, whether amended or not, and selection or rejection of Proposals does not affect this right.

1.8 PROPOSAL COSTS.

Proposers submitting Proposals do so entirely at their own cost and expense. There is no expressed or implied obligation by the Village to reimburse any individual or firm for any costs or expenses incurred in preparing or submitting Proposals, providing additional information when requested by the Village, or for participating in any selection interviews.

1.9 Not Used

1.10 LICENSES

By submitting a Proposal in response to this RFP, Proposer represents and warrants to the Village that it holds or will acquire and hold all licenses, certifications and permits ("Licenses") required by applicable law and by any other governmental authority or agency to perform the Services. Proposer represents and warrants to the Village that any required licenses, certifications or permits shall be in full force and effect on the date of commencement of the Services and further represents that it holds and will hold all required licenses, certifications and permits throughout the term of the Concession Agreement. Proposer shall provide the Village with copies of all licenses, certifications and permits it presently has with its Proposal and during the term of the Agreement upon request.

1.11 ADDENDA, CHANGES OR INTERPRETATIONS DURING PROPOSAL PROCESS.

The Village will not respond to oral inquiries or questions concerning this RFP. Any written inquiry or request for interpretation or clarification shall be posted to the Project page on the DemandStar website no later than [REDACTED], 2015. All such interpretations or clarifications will be made in

the form of an Addendum to this RFP issued by the Village and posted to the Project page on the DemandStar website. Each prospective Proposer shall acknowledge receipt of such Addenda by including it in the Proposal Form. In case any Proposer fails to include such Addenda or Addendum, its Proposal will nevertheless be considered as though it had been received and acknowledged and the submission of his Proposal will constitute acknowledgement of the receipt of same. All Addenda shall be a part of this RFP and a part of the Agreement and each Proposer will be bound by such Addenda, whether or not received by him/her. It is the responsibility of each prospective Proposer to verify that it has received all Addenda issued before Proposals are submitted and opened.

1.12 SELECTION PROCESS.

The Village shall be sole judge of its best interests in evaluating qualifications and proposals deemed most advantageous to the Village, and the resulting Contract to be entered into between the Village and the Successful Proposer. The Village will review Proposals for an initial determination on minimum qualifications, responsiveness and responsibility. The Village reserves the right to reject any or all Proposals, to waive any informality, irregularity or technicality in any Proposal, to re-advertise for Proposals, or take any other such actions that may be deemed to be in the best interests of the Village.

The Proposals initially determined to be responsive and submitted by responsible Proposers meeting the qualifications of this RFP will be presented to a Proposal Evaluation Committee for review and evaluation. As part of its Proposal evaluation process, the Proposal Evaluation Committee may elect to interview Proposers, request oral presentations, request additional information or clarification of Proposals and information submitted. The Proposal Evaluation Committee will score and rank the qualified, responsive and responsible Proposers in accordance with the criteria set forth below and make a recommendation to the Village Manager.

Evaluation Criteria

- | | |
|---|-----------|
| 1. Experience/Work References of the Proposing Entity | 15 Points |
| 2. Experience/Work References of Proposed Personnel | 10 Points |
| 3. Service Plan/Approach | 20 Points |
| 4. Proposed Menu and prices | 35 Points |
| 5. Perceived Financial Strength/Sustainability | 10 Points |
| 6. Litigation/claims/citations history | 10 Points |

1.13 AWARD OF CONTRACT.

Upon receipt of the results of the Proposal evaluation process by the Proposal Evaluation Committee, the Village Manager will review the Committee's actions, select a Successful Proposer and forward a recommendation for award of a Concession Agreement to the Village Council. The Village Council shall have the final authorization of the award of the Concession Agreement to the Successful Proposer.

Neither this RFP nor the notice of award constitutes a Concession Agreement with the Successful Proposer. A Concession Agreement is not binding until a written Concession Agreement, substantially in the form included in this RFP as Section 3, has been approved as to form and sufficiency by the Village Attorney and executed by the Village (with Council approval) and the Successful Proposer.

1.14 CANCELLATION.

Failure on the part of the Successful Proposer to comply with the conditions, specifications, requirements and terms prior to execution of a Concession Agreement, as determined by the Village, shall be just cause for cancellation of the award, with the Proposer holding the Village harmless.

1.15 PUBLIC RECORDS; CONFIDENTIALITY.

Proposers are hereby notified that all information submitted as part of or in support of Proposals submitted pursuant to this RFP are public records subject to public disclosure in accordance with Chapter 119, Florida Statutes, popularly known as the "Public Records Law". If there is any apparent conflict between Florida's Public Records Law and this RFP, Florida Law will govern and prevail.

All Proposals submitted in response to this RFP shall become the property of the Village. Unless the information submitted is proprietary, copyrighted, trademarked, or patented, the Village reserves the right to utilize any or all information, ideas, conceptions, or portions of any proposal in its best interest. Acceptance or rejection of any Proposal shall not nullify the Village's rights hereunder.

SECTION 2

CONCESSION REQUIREMENTS AND CONDITIONS

INTRODUCTION

All proposals submitted in response to this RFP and any Concession Agreement awarded to the Successful Proposer must conform to the following terms and conditions.

2.1 HEALTH AND SAFETY STANDARDS.

As the Concessionaire, the Successful Proposer shall comply with all applicable local, state and federal laws and health and safety requirements, with all latest revisions or amendments, including but not limited to, the Occupational and Safety and Health Administration (OSHA) standards, State of Florida Department of Agriculture and Consumer Services, or the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation, as applicable, and Rule E64-11, Florida Administrative Code.

2.2 PAYMENTS TO THE VILLAGE.

Monthly payment of a Concession License Fee of eight hundred dollars (\$800.00) shall be made by the Concessionaire to the Village during the term of the Concession Agreement. Such payment shall be due on the first of each month in advance and if not received by the tenth of the same month, the Concessionaire shall be deemed in default and shall be subject to actions by the Village at law and as described herein.

2.3 LICENSES AND PERMITS.

The Successful Proposer shall secure and pay for any and all necessary and required licenses, certifications, permits and inspections to perform the Services, including, but not limited to Miami-Dade County, the State of Florida Department of Agriculture and Consumer Services, or the Division of Hotels and Restaurants of the State of Florida Department of Business and Professional Regulation, as applicable, and Miami-Dade County. All required municipal, county and state certifications, licenses and/or permits must be completed within thirty (30) days of being awarded the Concession and prior to receipt of a Notice to Proceed.

2.4 INSURANCE.

The Concessionaire shall not commence Work under the Agreement until it has obtained all insurance required and such insurance has been approved by the Village.

A. The Concessionaire shall purchase and maintain, in full force and effect for the term of the Agreement, at Concessionaire's sole expense, the following required insurance policies with minimum limits and requirements:

1. Business automobile policy that covers any auto or vehicle used in connection with the Agreement, regardless of whether the vehicle is owned, rented, hired or borrowed by the Contractor. Minimum limits for bodily injury/property damage liability shall be \$2,000,000.00 per occurrence.

2. Comprehensive general liability Broad Form policy with minimum coverage limits of \$2,000,000.00 combined single limit per occurrence and \$2,000,000.00 in the general aggregate for bodily injury and property damage, and \$2,000,000.00 general aggregate for products/completed operations. Comprehensive general liability insurance shall include endorsements for property damage, personal injury, contractual liability, completed operations, products liability and independent

contractor's coverage; and shall be primary/non-contributory and include a waiver of subrogation on behalf of the Village

3. Workers' compensation and employer's liability policy, which covers all of the Concessionaire's employees to be engaged in the performance of the Services or work on the Agreement as specified by, and in accordance with, Chapter 440, Florida Statutes. Employer liability coverage limits must be no less than \$1,000,000. No employee, subcontractor or agent of the Concessionaire shall be allowed to perform any Services pursuant to the Agreement without proof of workers' compensation/employer's liability insurance.

B. All insurance policies provided by the Contractor shall be issued by companies licensed to do business in the State of Florida and rated "A-X" or better by A.M.Best's Key Rating Guide and qualified to do business in the State of Florida. The Concessionaire shall be responsible for all deductibles and self-insured retentions on its liability policies.

C. The Village shall be named as additional insured on required insurance policies. The form and types of coverage and sufficiency of insurer shall be subject to the approval of the Village. On a yearly basis, Concessionaire must submit to the Village evidence of any and all Insurance renewals.

D. The Concessionaire shall indemnify, defend and hold harmless the Village from and against any and all claims, suits, judgments, losses, damages, executions and/or liabilities as to bodily injuries and/or property damage which arise or grow out of the Contract or Contractor's performance of the Work required by this RFP.

E. Certificates of Insurance (ACORD form) shall be delivered to the Village, and said documentation shall provide for the Village to be notified a minimum of thirty (30) days prior to any cancellation, termination, reduction or non-renewal of any required insurance policy.

2.5 COMPLIANCE WITH LAW AND OTHER REQUIREMENTS.

Concessionaire shall conduct its operations in compliance with all applicable federal, State, County and local laws in providing the Work required by this RFP, including specifically, Chapter 17 (Noise), of the Village's Code of Ordinances regulating, *inter alia*, noise, power tools, etc.

2.6 ASSIGNMENT.

The Concessionaire shall not transfer or assign the performance of the Services required by this RFP and the Contract without the Village's prior written consent.

2.7 ATTORNEY'S FEES.

If the Village incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, Concessionaire agrees to pay all such costs and expenses including, but not limited to, court costs, interest and reasonable attorney's fees.

2.8 CONCESSIONAIRE'S RELATION TO THE VILLAGE.

It is expressly agreed and understood that the Concessionaire is in all respects an independent contractor as to all Services hereunder, and that the Concessionaire is in no respect an agent, servant or employee of the Village.

2.9 CONCESSION SPACE MAINTENANCE.

The Concessionaire shall at all times maintain a sanitary, safe and courteous environment and provide high quality service while operating the Concession.

2.10 INSPECTIONS.

The Contractor may also be subject to periodic compliance inspections of the concession facility by the Village or its designee. The inspections may include a comprehensive review of the following:

- A. Service quality, attentiveness, courteousness, etc.;
- B. Food quality, presentation, and merchandising;
- C. Sanitation practices and conditions;
- D. Personal appearance;
- E. Training program techniques, schedules, and records;
- F. Safety conditions;
- G. Operational performance from a financial perspective; and
- H. Other related operational conditions and/or practices.

2.11 EQUIPMENT INSTALLATION.

Where the Concessionaire will be installing Equipment and/or fixtures and/or furnishings in the Concession Space, the Concessionaire shall do so with licensed and insured contractors employed by the Concessionaire who shall obtain any necessary permits for such work.

SECTION 3

FORM OF CONCESSION AGREEMENT

**KEY BISCAZYNE COMMUNITY CENTER
CONCESSION AGREEMENT**

THIS COMMUNITY CENTER CONCESSION AGREEMENT (hereinafter the "Agreement") is made as of this ____ day of _____, 2015 by and between the VILLAGE OF KEY BISCAZYNE, a Florida municipal corporation (hereinafter the "Village") and _____ (hereinafter the "Concessionaire").

RECITALS

A. The Village is the owner of that certain real property located at 95 West McIntyre Street, Key Biscayne, Miami-Dade County, Florida and commonly known as the Key Biscayne Community Center (the "Community Center");

B. The Village desires to grant Concessionaire a food and beverage concession (the "Concession") on the first floor of the Community Center in the approximate location shown on Exhibit "A" attached hereto (the "Concession Location"); and Concessionaire desires to secure such concession rights in the Community Center, and shall perform in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference.

2. **Concession Grant.** The Village grants to Concessionaire and Concessionaire accepts from the Village the exclusive license to operate and maintain the Food and beverage Concession in the Concession Location, subject to and in accordance with the terms of this Agreement, the Village's Request for Proposals and the Concessionaire's Proposal. The Concession granted shall constitute a license to use that portion of the Community Center designated as the Concession Location. This Agreement does not constitute a lease, and no landlord/tenant relationship shall be created. This Agreement shall not impair or affect the Village's authority to provide for vending machines containing snacks and beverages at the Community Center or to host or allow special events at which foods and beverages are served by Village or other persons at the Community Center.

3. **Condition of Concession Location.** Taking possession of the Concession Location by Concessionaire shall constitute acknowledgment that the Community Center and the Concession Location are in good condition. Concessionaire shall accept the Concession Location in its presently existing condition, and the Village shall not be required to make any alterations to the Concession Location or to the Community Center. The parties hereto understand and agree that

all of the existing improvements to the Concession Location less and except the Removable Items as provided in Article 8 (the "Improvements") are and shall remain the property of the Village.

4. **Concession Fee.** Concessionaire shall pay to the Village during the initial term of this Agreement \$800.00 per month (the "Monthly Fee"), together with all applicable sales taxes due thereon, for the use of the Concession Location. The payments shall be paid to the Village on the first (1st) day of each month in advance, and payments shall be made to the order of the Village of Key Biscayne and mailed to Village of Key Biscayne, 88 West McIntyre Street, Key Biscayne, Florida 33149, to the attention of Finance Director.

5. **Use of Premises.** The Concession Location shall be used by Concessionaire solely to conduct a food and beverage business. Concessionaire shall not use or permit the Concession Location to be used for any other purpose. Concessionaire shall not sell, serve, provide or allow the consumption or use of any alcoholic beverages or tobacco products at the Concession Location.

6. **Equipment required of Concessionaire.** All equipment provided by Concessionaire that is removable from the Concession Location without any damage (the "Removable Items") to the Concession Location shall remain the property of Concessionaire and may be removed by Concessionaire at the termination of this Agreement. If such Removable Items are not removed within thirty (30) days after termination of this Agreement, it shall become the property of the Village, at the Village Manager's discretion.

7. **Quality of Service.** All items sold by Concessionaire shall be of first class quality, commensurate with the Community Center, and the services provided by Concessionaire shall be rendered courteously and efficiently. The Village reserves the right to prohibit the sale of any item that it deems objectionable, and the Village shall have the right to order the improvement of the quality of either the foods or the services rendered.

8. **Rates and Charges.** Maximum rates and charges for foods and beverages to be sold and services to be rendered are as set forth in the Concessionaire-proposed and Village-approved menu included in Exhibit "A" attached hereto, which menu may be amended by agreement of the parties hereto. Concessionaire shall post the prices for all foods and beverages in such places as the Village Manager may designate.

9. **Changes in Rates and Services.** Concessionaire shall not change any approved rates and charges or curtail or diminish any food or beverage services provided for in this Agreement without first requesting and receiving permission from the Village Manager.

10. **Hours of Operation.** Concessionaire shall operate the Concession seven (7) days each week during the term of this Agreement from 7:30 a.m. to 7:00 p.m. on Monday to and including Thursday, and from 9:00 a.m. to 6:00 p.m. on Friday, Saturday and Sunday. The Village Manager reserves the right to establish different hours of operation at any time that the Village Manager deems the same to be necessary, but shall not reduce hours to less than a total of sixty (60) hours per week. The Village shall determine those holidays for which the Community Center shall be closed to the public and to Concessionaire. The Concessionaire may request approval from the Village Manager to reduce the total hours of operation or alter the hours of operation, which approval shall not be unreasonably withheld.

11. **Employees of Concessionaire.** Concessionaire shall at all times employ only those persons of good moral character and Concessionaire shall not retain any employee that the Village

considers to be unfit for employment or otherwise objectionable. All employees of Concessionaire shall be well groomed and neatly dressed at all times. Employees shall conduct themselves courteously in their relations with the public.

12. **Utilities.** The Village shall provide routine water, telephone, sewer and electric service. Concessionaire shall pay all applicable connection fees of utilities and any impact fees imposed by government entity concerning the Concession Location. Concessionaire shall pay for any long distance or toll telephone service. The failure or the interruption or termination of any utility services, in whole or in part, shall not render the Village liable in any respect to Concessionaire, nor work an abatement of the Monthly Fee, nor relieve Concessionaire from the obligation to fulfill any covenant or agreement hereof.

13. **Term.** The initial term of this Agreement shall be for two (2) years, and shall commence on the date indicated in a Notice to Proceed issued by the Village and end twenty-four (24) months thereafter. The term of this Agreement is subject to the option to renew as provided in Article 14, and to sooner termination as provided in Article 29 below.

14. **Option to Renew.** The Village shall have the option to renew this Agreement for up to three (3) successive additional one (1) year terms after the termination of the initial term, provided that at a time not later than ninety (90) days prior to the expiration of the initial or then current renewal term of this Agreement, Concessionaire serves a written notice on the Village Manager of Concessionaire's desire to extend the term of the Agreement, and provided further, that no Concessionaire uncured event of default has occurred and is continuing at the time the said option is exercised and at the time of expiration of the initial term or a renewal term, as the case may be. All of the provisions of this Agreement shall remain the same during any renewal term unless both parties mutually agree to revise any of the provisions. The option to renew is, and shall remain, subject to the provisions of Article 29 of this Agreement, concerning termination by the Village.

15. **Repair and Maintenance of Concession Location.** Except as provided in Article 16, Concessionaire shall maintain the Concession Location in good order and repair at Concessionaire's own expense during the entire term of this Agreement and any extensions and renewals thereof. Concessionaire shall perform any required maintenance and repairs at Concessionaire's own expense. If Concessionaire neglects or refuses to do so, the Village shall have the right to perform necessary maintenance or repairs for the account of Concessionaire, and Concessionaire shall promptly reimburse the Village for the cost of such necessary maintenance or repairs, provided that the Village shall first give Concessionaire ten (10) days written notice of its intention to perform necessary maintenance or repairs to enable Concessionaire to perform necessary maintenance or repairs at Concessionaire's own expense.

16. **Structural Maintenance.** Structural maintenance to the Concession Location and painting and decoration, whether interior or exterior, shall be done by the Village, except that the Concessionaire must repair any damages which it has caused.

17. **Alterations.** No alterations or additions of any character shall be made on or to the Concession Location by Concessionaire without obtaining the prior written consent of the Village. If alterations or additions are made, they shall be made at the sole cost and expense of Concessionaire.

18. **Improvements as Property of the Village.** All new alterations and additions to the Improvements in the Concession Location, except as provided in Article 6 as to Removable Items, shall remain on the Concession Location and become the property of the Village on the termination of this Agreement.

19. **Maintenance of Equipment.** Concessionaire shall maintain all equipment used for the Concession in good working condition at all times, at Concessionaire's sole cost and expense, for the operation of the Concession. Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear, any equipment of the Village that becomes missing, damaged beyond repair, or too unsanitary for use; Concessionaire shall replace all equipment that Concessionaire has acquired or will acquire from the previous Concessionaire if it becomes unfit for use.

20. **Premises to be Kept Clean.** Concessionaire shall keep the Concession Location in a clean and sanitary condition at all times. Concessionaire shall store all trash and garbage in the containers provided by Concessionaire for that purpose. Concessionaire shall provide and pay for the removal of all trash and garbage from the Concession Location, if Village's solid waste collection service provider imposes any charge for such service.

21. **Right of Access.** The Village shall have access to the Concession Location, and to each part of the Concession Location, during the regular business hours of Concessionaire for the purpose of inspecting the same and making repairs to the Concession Location.

22. **Damage to Concession Location.** If at any time during the term of this Agreement the Concession Location is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the Concession Location is not practical, Concessionaire may, on written notice to the Village delivered within ten (10) days after the damage has occurred, terminate this Agreement without any liability of Concessionaire to the Village except for the payment of concession fees accrued to the date of termination. If Concessionaire does not elect to terminate this Agreement, the Village shall, with due diligence, restore the Concession Location to operative condition, but the Village shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of the damage. The Village shall not be responsible for any profits lost by Concessionaire due to the partial or complete damage or destruction of the Concession Location. If the use of the Concession Location is not practical due to such damage, then Concessionaire shall not be responsible for the Monthly Fee from the date of the damage until the date that the repair is complete.

23. **Signs, Advertising, Name.** Concessionaire shall not erect any sign on the Concession Location or in the vicinity of the premises without obtaining the advance written approval of the Village Manager. The Concession Location shall be known by the name proposed by the Concessionaire and approved by the Village and this name may not be changed without obtaining the advance written approval of the Village Manager.

24. **Licenses and Permits.** Concessionaire shall obtain and pay for all Village, County, State and Federal permits and all licenses that may be required for the operation of the Concession and for all improvements and alterations made by the Concessionaire to the Concession Location as permitted by the terms of this Agreement.

25. **Compliance with Laws.** Concessionaire shall comply with applicable state and local laws governing the operation of the Concession and with Village's operating procedures for the Community Center. Violation of state laws or the ordinances of Miami-Dade County, Florida or the Village or Village's operating procedures shall be considered as cause for termination of this Agreement by Village. Village shall be responsible for the Community Center's compliance with the Americans with Disabilities Act (the "ADA"). However, Concessionaire shall be responsible for accommodating all special ADA-related requests arising out of Concessionaire's use of the Concession Location.

26. **Payment of Bills.** Concessionaire shall promptly pay all debts incurred by Concessionaire for the purchase of goods or services used by Concessionaire in the operation of the Concession. Concessionaire shall not allow any lien or purported lien to be placed on the Concession Location or equipment or upon the Community Center. The Community Center shall fully retain its immunity from all encumbrances or liens as municipal property.

27. **Taxes.** Concessionaire shall pay all taxes on personal property belonging to Concessionaire located on the Concession Location, and Concessionaire shall pay all sales and other taxes levied against the use and operation of the Concession business, the Monthly Fee and real property taxes, if any, assessed against the Concession Location.

28. **Indemnification.** Concessionaire shall defend, indemnify and hold harmless the Village, Village's officers and employees, from liabilities, damages, losses and costs, including, but not limited, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful conduct of the Concessionaire and persons employed or utilized by the Concessionaire in the performance of the Agreement.

29. **Termination.**

29.1 **Discontinuance.** If the Village Council decides to discontinue food and beverage Concession service at the Community Center, the Village may terminate this Agreement or any renewal thereof upon 120 days advance written notice to Concessionaire.

29.2 **Concessionaire's Default.** If Concessionaire is in default of any of the terms of this Agreement, the Village shall give Concessionaire a written notice specifying the particulars of such default. If Concessionaire fails to cure the default within twenty (20) days after receipt by Concessionaire of the notice, the Village may terminate this Agreement.

29.3 **Termination by the Village.** In the event that the Village terminates this Agreement during the initial term or during any renewal term, the Concessionaire shall have the option to remove the Removable Items pursuant to the terms and conditions set forth in Article 6 hereof or offer to sell to the Village such Removable Items at a price and terms then to be mutually agreed upon by the Village and Concessionaire. The Village may accept or reject such offer of sale by Concessionaire at its sole and absolute discretion.

29.4. **Termination by Concessionaire.** Concessionaire may terminate this Agreement at any time by giving ninety (90) days written notice to the Village of Concessionaire's intention to terminate. In the event that Concessionaire terminates this Agreement, no Termination Reimbursement shall be payable by the Village to Concessionaire.

29.5. **Concession Location on Termination.** On the termination of this Agreement for any reason, the Village shall have full authority to take full and exclusive possession and use of the Concession Location without the necessity of obtaining any legal process. Concessionaire stipulates that the Village shall not be liable to prosecution or for damages for resuming exclusive possession and use of the Concession Location.

30. **Assignment Prohibited.** Concessionaire shall operate the Concession directly through its employees and shall not assign any right, privilege, or license conferred by this Agreement; nor may Concessionaire sublicense the whole or any part of the Concession Location.

31. **Nondiscrimination.** Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin or sexual orientation. Concessionaire and Concessionaire's employees shall not discriminate against any person because of race, color, age, creed, sex, sexual orientation or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public.

32. **Waiver of Breach.** The waiver by the parties of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Village shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term contained in this Agreement regardless of the knowledge of the Village of the prior existing breach at the time of the acceptance of the concession fee payment.

33. **Material Terms.** Each term of this Agreement is material. A breach by Concessionaire of any one of the terms of this Agreement shall be considered to be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Village, after expiration of any applicable notice and cure period.

34. **Headings for Convenience Only.** The paragraph headings contained in this Agreement are for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

35. **Force Majeure.** Any prevention, delay, or stoppage due to strikes, walkouts, labor disputes, acts of God, inability to obtain labor, materials, or reasonable substitutes for the same, governmental restrictions, controls, or regulations, enemy or hostile governmental action, civil commotion, fire, or any other causes beyond the reasonable control of Concessionaire, shall not be deemed to be a breach of this Agreement. Concessionaire shall have a reasonable time after cessation of any of the above-mentioned causes to render performance.

36. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida. Each party hereby knowingly, voluntarily and intentionally waives any right they may have to a trial by jury in respect of any litigation based upon the Agreement or arising out of, under or in connection with any other agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party. This provision is a material inducement for the parties entering into this Agreement.

37. **Modification.** Notwithstanding any of the provisions of this Agreement, the parties, by mutual consent, may agree to modifications or additions to it. The Village shall have

the right to grant reasonable extensions of time to Concessionaire for any purpose or for the performance of any obligation of Concessionaire under this Agreement.

38. **Notices.** Any notice which either party may or is required to give, shall be given in writing and shall be given by mailing the same, certified mail, return receipt requested, postage prepaid, or by hand delivery, or by overnight courier service, to the Village at the address shown below or Concessionaire at the address shown below, or at such other places as may be designated in writing by the parties from time to time. Notices may also be delivered by facsimile provided such notice is also sent by one of the methods in the preceding sentence.

If to Village:

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149
Attention: John C. Gilbert, Village Manager
Facsimile No.: (305) 365-8936

and

Village of Key Biscayne
88 West McIntyre Street
Key Biscayne, Florida 33149
Attn: Todd Hofferberth, Director, Parks and Recreation Dept.
Facsimile No.: (305) 365-8991

In addition to being the duplicate addressee for notices to the Village, the principal contact for the Village in connection with this Agreement is the Director of the Recreation Department, which is currently Todd Hofferberth, unless otherwise directed by the Village Manager.

If to Concessionaire:

Attention: _____
Facsimile No.: _____

39. **Complete Agreement** This Agreement, when executed, together with the attached Exhibits, as provided for by this Agreement, shall constitute the entire Agreement between both parties and this Agreement may not be amended, modified or terminated except by writing signed by both parties. The Village Manager is authorized to act on behalf of the Village hereunder.

40. **Reservation; Authority.**

40.1 **Rights Reserved.** Any rights not expressly granted herein by Village to Concessionaire are reserved by Village.

40.2 **Regulatory Approval.** Village cannot, and hereby specifically does not, waive or relinquish any of its regulatory approval or enforcement rights and obligations as it may relate to regulations of general applicability which may govern the Concession or any operations at the Concession. Nothing herein shall be deemed to create an affirmative duty of Village to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with its ordinances, rules and regulations, federal laws and regulations and state laws and regulations.

41. **Counterparts** This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

FOR THE CONCESSIONAIRE:

By: _____

WITNESSES:

Print Name: _____

Print Name: _____

FOR THE VILLAGE:

VILLAGE OF KEY BISCAYNE,
a Florida municipal corporation

By: _____
John C. Gilbert, Village Manager

Attest:

By: _____
Village Clerk

Approved as to legal form and
sufficiency:

By: _____
Village Attorney

EXHIBIT "A"

CONCESSION LOCATION

The Concession is located with the Key Biscayne Community Center located at 95 West McIntyre St. Key Biscayne, Florida on the first floor of the Community Center adjacent to the front desk.



Exhibit "B"**Key Biscayne Community Center Concession Equipment Inventory**

The equipment and furnishings listed below were provided by the current Concessionaire and constitute Removable Equipment that the current Concessionaire may elect to remove or sell if the current Concessionaire does not propose for or is not awarded the new concession.

1. Two stainless steel hand wash sinks with dispenser – NSF component NO15367
2. Two 36" stainless steel shelves
3. 3 bin stainless steel sink – Aero manufacturing
4. Two stainless steel refrigerators – Master Bilt # CCR – 49DR
5. One Hot Point microwave
6. One stainless steel display refrigerator w/ glass door and lighting – True Refrigerator
7. One stainless steel 6' prep table w/ 3 steel mesh bins
8. One stainless steel oven - Cadco Unox
9. One stainless steel meat cutter - Univex
10. Two 24" stainless steel shelves
11. One blender - Blendtec
12. One cabinet w/ two built in cup dispensers
13. One stainless steel juice maker - Breville
14. One stainless steel ice cream/refrigerator display – Sancher # C83FS – 150SC
15. One stainless steel ice cream/refrigerator display – Royal # PD05LSC-T
16. One stainless steel ice cream scoop holder
17. Ten black rubber blender tops
18. Eight clear, plastic blender pitchers
19. Two grey plastic garbage bins
20. Four stainless steel cylinder holders/presenters
21. One espresso machine – Mr. Coffee

2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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

Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement.

(INDICATE WHICH STATEMENT APPLIES.)

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with ad convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida , Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I understand that the submission of this form to the contracting officer for the public entity identified in paragraph 1 above is for that public entity only and that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for category two of any change in the information contained in this form.

Proposer Initials

III. No Conflict of Interest or Contingent Fee Affidavit

Proposer warrants that neither it nor any principal, employee, agent, representative nor family member has paid or will pay any fee or consideration that is contingent on the award or execution of a contract arising out of this solicitation. Proposer also warrants that neither it nor any principal, employee, agent, representative nor family member has procured or attempted to procure this contract in violation of any of the provisions of the Miami-Dade County conflict of interest or code of ethics ordinances. Further, Proposer acknowledges that any violation of these warrants will result in the termination of the contract and forfeiture of funds paid or to be paid to the Proposer should the Proposer be selected for the performance of this contract.

Proposer Initials

IV. Business Entity Affidavit

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

Proposer Initials

Sworn Signature of Proposing Entity Representative and Notarization for all above Affidavits:

Signature

Sworn to and subscribed before me this _____ day _____, 20____.

Personally known _____

OR

Produced identification _____

Notary Public – State of Florida

My commission expires: _____

Type of identification

Printed, typed or stamped commissioned name of notary public