

Agenda Item # C-5

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM:** APPROVAL OF BID AWARD AND AUTHORIZATION FOR THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH **SEEDS CAFÉ, LLC**, THE SOLE RESPONSIVE, RESPONSIBLE BIDDER FOR A MONTHLY LEASE AMOUNT OF \$300.00, FOR THE USE OF THE CAFÉ BUILDING LOCATED AT 1036B IN VETERANS PARK FOR FOOD & BEVERAGE SERVICES.

**ISSUE:** Agreement is for the provision of food and beverage services within the corporate limits of the Village of Royal Palm Beach in accordance with the Village Proposal Specifications attached hereto as Exhibit A. Contract shall become effective on September 1, 2020 and valid until September 30, 2022. Additionally, this Agreement may be renewed and extended for four (4), one (1) year terms, with same monthly compensation of \$300.00, upon written agreement of both parties. Proposal opened on June 24, 2020.

**RECOMMENDED ACTION:** Staff recommends approval.

---

Initiator:	Village Manager	Agenda	Village Council
Lou Recchio	Approval:	Date:	Action:
Director of Parks and Recreation		July 16, 2020	

---

# Village of Royal Palm Beach

## Village Mayor and Council

Fred Pinto, Mayor  
Jeff Hmara, Vice Mayor  
Selena Samios, Councilwoman  
Jan Rodusky, Councilwoman  
Richard Valuntas, Councilman

## Village Manager

Raymond C. Liggins, P.E.

## Parks and Recreation Director

Louis F. Recchio

---

Proposal Documents  
For

## ***FOOD AND BEVERAGE SERVICES AT ROYAL PALM BEACH VETERANS PARK***



1050 Royal Palm Beach Boulevard, Royal Palm Beach, FL 33411  
(561) 790-5100 ☎ 790-5174 📧 [clerk@royalpalmbeach.com](mailto:clerk@royalpalmbeach.com) ✉

**VILLAGE OF ROYAL PALM BEACH  
FOOD AND BEVERAGE SERVICES**

## TABLE OF CONTENTS

<b>DESCRIPTION</b>	<b>PAGE NUMBER</b>
Table of Contents .....	2
Advertisement .....	3
Instruction to Proposers .....	4
Agreement .....	21
Exhibits to Agreement .....	29
A. Price Proposal .....	30
B. Business Information .....	31
C. References of Similar Work .....	35
D. Sworn Statement .....	36
E. Truth in Negotiations .....	39
F. Drug Free Workplace .....	40
G. Notice of Award.....	42
H. Notice to Proceed.....	43

## REQUEST FOR PROPOSAL

Sealed proposals will be received by the Village of Royal Palm Beach, Florida at the Village Clerk, located at 1050 Royal Palm Beach Blvd., Royal Palm Beach, Florida 33411 for Food and Beverage Service in Veterans Park until **3:00 PM, Wednesday, June 24, 2020** then opened publicly at that time.

### **PROJECT: FOOD AND BEVERAGE SERVICES-VETERANS PARK**

The proposal documents will be open to inspection at the Clerk's office. Proposal documents may be obtained from our web site @ [www.royalpalmbeach.com](http://www.royalpalmbeach.com) .

**A Pre-Proposal Conference with Site Inspection immediately following;** to be held on **Tuesday, June 16, 2020, at 2:00PM, at Royal Palm Beach Veterans Park located at 1036 Royal Palm Beach Blvd., Royal Palm Beach, FL 33411. All interested Proposed are invited to attend.**

In accordance with F.S. 287.133(2)(a), persons and affiliates who have been placed on the convicted vendor list may not submit proposals, contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Village of Royal Palm Beach) in excess of Thirty-Five Thousand Dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

The OWNER reserves the right to reject any or all Proposals, to waive informalities, and to re-advertise.

### **Publish:**

Village Website: June 8, 2020

RFP Opening: June 24, 2020

**SECTION 1  
GENERAL INFORMATION**

**1.1 PURPOSE:**

Royal Palm Beach's Parks and Recreation Department is soliciting proposals from qualified Proposers having experience in the provision of **Food and Beverage Services**.

**1.2 OBJECTIVE:**

1.2.1. The primary objective is to provide coordinated, quality, customer oriented food and beverage services to residents and guests of Royal Palm Beach Veterans Park.

**1.3 BACKGROUND:**

Veterans Park is a 6 acre park dedicated to the veterans of the United States Armed Forces in 2004. The Park consists of:

- (1) **CAFÉ:** A 900 sf. concrete block structure equipped with a commercial rated range hood, serving counter with inside seating for up to 20. Outside the café is additional seating shaded by numerous Oak trees and adjacent to a beautiful waterfall.
- (2) **AMPHITHEATRE:** outdoor seating for 200.
- (3) **INTERACTIVE SPLASH FOUNTAIN:** visited by numerous Daycare Centers and Summer camp groups
- (4) **OTHER AMENITIES:** Eight (8) picnic pavilions; two (2) family size picnic pavilions /grill and seats 50; playground area; restrooms facilities, Veterans and First Responders Memorial Gardens
- (5) **COMMUNITY EVENTS:** Veterans and Memorial Day ceremonies; Cultural Diversity Day; Community Yard sales, Craft Shows.

The Village reserves the right, in its sole and absolute discretion, to modify, add or eliminate amenities and/or events in Veterans Park at any time. The above-mentioned amenities and events are for illustrative purposes only and should not be relied upon by the Proposer in making its Proposal to the Village.

The Village makes no representation, and does not guarantee, that the selected Proposer will receive any business from patrons visiting Veterans Park for park amenities or during park events.

**1.4 PRE-PROPOSAL CONFERENCE/SITE INSPECTION:**

All interested parties are asked to attend a **Pre-Proposal Conference and Site Inspection**, which will be held at the Royal Palm-Beach Veterans Park Cafe located at 1036 Royal Palm Beach Blvd., Royal Palm Beach at **2:00 pm on Tuesday, June 16, 2020.**

At this time, the Village representative(s) will be available to answer any questions relative to this Request for Proposal. Any questions or comments arising subsequent to the Pre-Proposal Conference must be presented in writing, prior to the proposal opening.

Interested parties are advised to make a thorough inspection of this site.

**1.5 PERIOD OF CONTRACT:**

The **proposed** effective date of this Contract is **September 1, 2020**. The selected Proposer(s) will provide services for a two (2) year period ending March 1, 2022 with four (4), one-year term renewal options as mutually agreed upon by both parties.

**1.6 QUALIFICATION OF PROPOSERS:**

All Proposers of the RFP shall have demonstrated experience in supplying such Food and Beverage Services with related programs and shall meet all criteria/requirements identified in this RFP.

**1.7 TIMETABLE:**

The anticipated schedule and deadline of the RFP and Contract approval are as follows:

<b><u>Activity</u></b>	<b><u>Date</u></b>	<b><u>Time</u></b>	
<b>Pre-Proposal Conference/Site Inspection</b>	<b>6/16/20</b>	<b>2:00 p.m.</b>	Veterans Park Cafe 1036 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411
<b>Deadline for receipt of questions or comments</b>	<b>6/19/20</b>	<b>12:00 noon</b>	Royal Palm Beach Recreation Center 100 Sweetbay Lane Royal Palm Beach, FL 33411
<b>Submittal Deadline</b>	<b>6/24/20</b>	<b>3:00 p.m.</b>	Village Clerks Office 1050 Royal Palm Beach Blvd. Royal Palm Beach, FL 33411
<b>Projected Award Date</b>			
<b>Contract Start Date</b>	<b>9/1/20</b>		

NOTE: The Village reserves the right to alter the above activities and/or times at the Village's sole discretion.

**1.8 ENTERING PROPOSALS:**

All submittals must be sent on 8½ x11 inch paper.

One (1) unbound original and three (3) copies of the complete proposal must be received in the Village Clerk's Office, located at 1050 Royal Palm Beach Blvd., Royal Palm Beach, FL 33411 **by June 24, 2020, 3:00 p.m.** local time. The original and all copies must be submitted in a sealed envelope or container. The Proposer's complete return address must be included on the outer envelope or wrapper enclosing any materials submitted in response to this RFP. The outer envelope or wrapper should be addressed as follows:

Proposer Name  
Address  
Phone Number

Royal Palm Beach Village Clerk's Office  
1050 Royal Palm Beach Boulevard  
Royal Palm Beach, FL 33411

Title                      Food and Beverage Service at Royal Palm Beach  
Veterans Park

Due Date:                **June 24, 2020 @ 3:00 p.m. local time**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding holidays observed by the Village. Proposals by telephone, email, telegram or facsimile SHALL NOT be accepted.

Proposers are responsible for informing any commercial delivery services, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. It is sole responsibility of the Proposer to ensure that his or her Proposal reaches the Clerk's Department on or before the closing date and time. The Village shall in no way be responsible for delays caused by any occurrence. The Proposal time must be and shall be scrupulously observed. Under no circumstances shall Proposals delivered after the time specified be considered. Such Proposals will be returned to the Proposer unopened.

The Price Proposal Page(s) (Exhibit A) must be signed by the individual or authorized signatory of the entity who is legally authorized to enter into a contractual relationship in the name of the Proposer (Authorized Person) and the Proposer must affix their

company's corporate seal, if applicable, to the document. In the absence of a corporate seal, proposals must be notarized by a Notary Public.

The submission of a Proposal by a Proposer will be considered by the Village as constituting a legal offer by the Proposer to perform the required services at the pricing proposed to the Village identified therein.

**1.9 CONTACT PERSON:**

The contact person for the RFP is Lou Recchio, Parks and Recreation Director, at (561)790-5124, e-mail address [lrecchio@royalpalmbeach.com](mailto:lrecchio@royalpalmbeach.com) or fax number (561)791-7079.

**1.10 REQUESTS FOR INFORMATION/AMENDMENT(S):**

Any questions, comments (i.e. additional information or clarifications) must be made, in writing via fax, e-mail or U.S. Mail, no later than **June 19, 2020 @ 12:00 p.m.** and to the address listed in the RFP Timetable (Section 1.7) or fax number or e-mail address listed for the Contact Person (Section 1.9) above. The request must contain the Proposer's name, address, phone number, facsimile number and e-mail address.

Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, address, number of pages submitted, phone number, facsimile number and e-mail address.

Changes to this RFP, when deemed necessary by the Village, will be completed only by written Amendment(s) issued prior to the Deadline for receipt of proposals. Proposers should not rely on any representations, statements or explanations other than those made in the RFP or in any Amendment to the RFP. Where there appears to be a conflict between the RFP and any Amendment issued, the last Amendment issues shall prevail.

Amendments to this RFP will be posted on the Village of Royal Palm Beach website: [www.royalpalmbeach.com](http://www.royalpalmbeach.com) under "Request for Proposals" as they are issued. It is the sole responsibility of the Proposers to routinely check this website for any Amendments prior to the Deadline for receipt of proposals. The Village of Royal Palm Beach shall not be responsible for the completeness of any RFP package not downloaded from this website.

It is the sole responsibility of the Proposer to assure receipt of all Amendments. The Proposer should verify with the designated Contact Person (Section 1.9) prior to submitting a proposal that all Amendments have been received. Proposers are required to acknowledge the receipt of all Amendments as part of their proposal.



**SECTION 2  
GENERAL TERMS AND CONDITIONS**

**2.1 PROPOSAL GUARANTEE:**

Proposer guarantees their commitment, compliance, and adherence to all requirements of the RFP by submission of their proposal.

**2.2 MODIFIED PROPOSALS:**

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted proposal until the Deadline for receipt of proposals. The Village will only consider the latest version of the proposal. Proposers shall not be allowed to modify their Proposals after the opening time and date.

**2.3 WITHDRAWAL OF PROPOSALS:**

A proposal may be withdrawn only by written notification. Letters of withdrawal received after the Deadline for receipt of proposals will not be accepted unless the contract has been awarded to another vendor or no award has been made within ninety (90) days after the Deadline for receipt of proposals.

Unless withdrawn, as provided in this subsection, a proposal shall be irrevocable until the time that a contract is awarded.

**2.4 LATE PROPOSALS, LATE MODIFIED PROPOSALS:**

Proposals and/or modifications to proposals received after the Deadline for receipt of proposals specified in RFP Timetable (Section 1.7) are late and shall not be considered.

**2.5 RFP POSTPONEMENT/CANCELLATION:**

The Village may, at its sole and absolute discretion, reject any and all, or parts of any and all, proposals; waive any minor irregularities in this RFP or in the proposals received as a result of this RFP, postpone or cancel, at any time, this RFP process; or re-issue this RFP.

**2.6 COSTS INCURRED BY PROPOSERS:**

All expenses incurred with the preparation and submission of proposals to the Village or any work performed in connection therewith, shall be borne by the responding party. No payment will be made for proposals received, or for any other effort required of or made by the Proposers, prior to commencement of work as defined by a contract approved by the Village of Royal Palm Beach.

## **2.7 PROPRIETARY/CONFIDENTIAL INFORMATION:**

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapters 119 and 286, Florida Statutes, popularly known as the “Public Records Law” and the “Government in the Sunshine Law” respectively.

## **2.8 NEGOTIATIONS:**

The Village may award a contract on the basis of initial offers received, without discussions. Therefore, each proposal should contain the Proposer’s best price and technical offer. Notwithstanding the aforementioned request, should the Village request an oral presentation before any committee or the Village Council, any portion of the meeting at which negotiation strategies are discussed may be exempt from Sec. 286.011, F.S., if determined by the Village to proceed in this manner, and the recordings from any meeting may be exempt from Sec. 119.07(1), F.S. until such time as the Village has provided notice of an intended decision or until 30 days after the opening of the proposals pursuant to Sec. 286.0113, F.S.

## **2.9 RULES; REGULATIONS; LICENSING REQUIREMENTS:**

The Proposer shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may, in any way, affect the services offered.

## **2.10 REVIEW OF PROPOSALS:**

Each Proposal will be examined as to whether it is responsible and responsive. A Responsible Proposer is one who has the required qualifications to perform the required work and services. A proposal will also be reviewed to determine if the proposal is Responsive to the RFP. Proposals deemed to be non-responsive will be rejected without being evaluated by the Village. A Responsive proposal is one which has been signed, has been submitted by the specified submission time, and has provided the information required to be submitted with the proposal (as stated in Section 3). While poor formatting, poor documentation, and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of your proposal, especially information relating to establishing financial/business stability. Proposers who fail to comply with all of the required and/or desired elements of this RFP do so at their own risk.

## **2.11 EXCEPTIONS TO THE RFP:**

All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the Village a meaningful opportunity to evaluate the proposal. Proposers are cautioned that by submitting the “Minimum Requirement” as stated in Section 3, the Village is under NO obligation to accept any proposed exceptions or alternatives.

## **2.12 SELECTION PROCESS:**

All proposals timely received will be reviewed first by the Village Clerk’s Office to determine if each Proposer has submitted the required information and met all Proposal Requirements (as stated in Section 3). Those proposals fulfilling the Proposal Requirements shall be referred to the Requesting Department for review and further consideration.

The Selection Committee will evaluate all responses to the RFP that meet the Proposal Requirements and are deemed responsive. The Selection Committee may evaluate all proposals based solely on the information submitted with the proposal. Accordingly, proposers are urged to ensure that their proposal contains all the necessary information for the Selection Committee to fairly and accurately evaluate each of the criteria listed below in Section 2.14. However, an oral presentation, additional written information, internal staff analysis, proposer presentations, outside consultants, and/or any other information may be required, at any time during the selection process, to help the Committee determine the final ranking of proposers. The Selection Committee may determine, as the result of additional information that the impact of the information is significant and may be considered in the scoring and/or ranking, at the discretion of the Committee.

The Selection Committee shall meet in public session as necessary to score each proposal by reviewing each proposal against the evaluation criteria listed below, see Section 2.14 for criteria and 2.8 above regarding oral presentations. Upon completion of the Selection Committee’s review and discussion of all the responsive proposals submitted, each Selection Committee Member shall score each proposal and total the scores for each proposal. The proposals shall be assigned a ranking based upon the totals of each Selection Committee Member’s score for each proposal. As indicated below, price will be factor considered, but it will not be the only factor used in determining the ability of the Proposer to achieve the goals for the Village for the services and programs proposed.

After the Selection Committee has developed an overall ranking for each proposer, the committee will then review, discuss, and declare the proposer ranked the highest as its “finalist” and make its recommendations to the Village Council for award of the contract.

**2.13 EVALUATION CRITERIA:**

The Proposer who has the best qualifications, experience, references and ability to comply with the specifications in this RFP as determined by the Selection Committee shall receive the most points in this section.

The primary criteria for evaluation are each assigned a point value based on relative importance. These criteria include:

	<b>Evaluation Criteria</b>	<b>Weighting (Max. Points)</b>
1	Experience; Qualifications; Background (including other proposed key team members, if any); Litigation History; and Health/Sanitation Violations History.	30
2	Operational Plan	30
3	Financial/Business Stability	10
4	References: Quality and direct applicability to Scope of Services/Work	10
5	Price Proposal	20
	<b>Maximum Total Points 100</b>	<b>100</b>

**2.14 AWARD OF CONTRACT:**

The award, if any, will be made to the Proposer(s) whose proposal is considered to be the most advantageous of the Village based on the Village’s opinion after review of every responsible, responsive proposal including, but not limited to, price.

**2.15 STANDARD CONTRACT PROVISIONS (Attachment 1):**

The selected Proposer will be required to execute a contract similar to the attached Standard Village Contract (Attachment 1). PLEASE DO NOT EXECUTE SUCH AGREEMENT PRIOR TO AWARD OF PROPOSAL

Standard Village Contract provisions (general and specific) will be incorporated into any contract resulting from this RFP. Should any selected Proposer and the Village be unable to consummate a written contract similar to the standard agreement, the Village may proceed to the next most advantageous submittal or the Village may issue a new solicitation or cancel the procurement process in its entirety.

Many of the terms contained in the Village's standard contract reflect requirements of Florida law and Village Code and cannot be altered. DO NOT ATTACH YOUR BOILERPLATE CONTRACT. The Village will not accept Proposer's boilerplate contract terms or alternative contract documents. References in Proposer's submittal to Proposer's terms and conditions, or attempts at substitution of the Village's standard contract are not acceptable and will result in rejection of Proposer's submittal as non-responsive.

## **2.16 COMMENCEMENT OF WORK:**

The RFP does not, by itself, obligate the Village to any award of work under the RFP. The Village's obligation will commence when the contract is approved by the Village Council or their designee and upon written notice to the Proposer. The Village may set a different starting date for the contract. The Village will not be responsible for any work done by the Proposer, even work done in good faith, if it occurs prior to the contract start date set by the Village.

## **2.17 INSURANCE REQUIREMENTS:**

Prior to commencing work under an Agreement with the Village, and during the term of such Agreement, it shall be the responsibility of the successful Proposer to procure and maintain insurance of the kinds and with the limits specified below and shall provide the Village with Certificates of Insurance as evidence thereof. The Village of Royal Palm Beach shall be named as an "additional insured" with respect to the comprehensive general liability and auto liability insurance policies relating to work to be performed under the contract. All involved policies must be endorsed so that thirty (30) days written notification of cancellation for any reason other than non-payment of premium, and any material change(s) in coverage shall be provided to the Village of Royal Palm Beach. All involved policies must be endorsed so that ten (10) days written notice of cancellation for non-payment of premium shall be provided to the Village of Royal Palm Beach. Insurance is required as follows:

- A. **General Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each occurrence, and with property damage limits of not less than \$1,000,000 for each occurrence.
- B. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
- C. **Workers' Compensation** Insurance in accordance with statutory requirements of both state and federal laws.

Failure to maintain the required insurance will be considered default of the Agreement. The requirements contained herein, as well as review or acceptance of insurance

maintained by the successful Proposer, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Proposer under the Agreement.

#### **2.18 DRUG FREE WORKPLACE CERTIFICATION:**

Proposers should submit with their proposal an executed Drug Free Workplace Certification (exhibit F) indication that the Proposer has implemented a Drug Free Workplace Program which meets the requirements of Section 287.087, Florida Statutes.

#### **2.19 AUTHORIZED SIGNATURE:**

The authorized representative signature required on all proposals and the Contract must be made by the legally appropriate person on behalf of the Proposer or Proposer entity.

### **Section 3 PROPOSAL REQUIREMENTS**

#### **PROPOSAL FORMAT AND CONTENT**

##### **Format**

Proposals should be typed, double spaced and submitted on 8½x11 inch size paper, using a single method of fastening (e.g. stapled, binder, etc.). Proposals should include only brief and concise narrative. The enclosure of elaborate or unnecessary verbiage or promotional material is discouraged.

##### **Table of Contents**

Proposals should contain a Table of Contents. The Table of Contents outlines in sequential order all of the areas of the proposal and it allows for clarity and ease of review of the proposal.

##### **Letter of Transmittal**

Proposals should contain a Letter of Transmittal addressed to Lou Recchio, Director, Parks and Recreation, and should, at a minimum, contain the following:

- a. Identification of Proposer, including name, address and telephone number.
- b. Proposed working relationship between Proposer and subcontractors, if applicable.
- c. Name, title, address, telephone number, fax number and e-mail address of contact person during period of proposal evaluation.

- d. Signed by a person authorized to bind Proposer to the terms of the proposal.

## **Technical Proposal**

**Proposals shall contain all of the documents listed below, each fully completed, signed, and notarized as required.** Failure of a Proposer to provide the required information is considered sufficient cause to deem the proposal non-responsive.

The item(s) marked by an asterisk (\*) should be a part of the proposal; however, if these items are omitted, the Proposer must submit the item(s) upon request from the Village within a time frame specified by the Village (normally within two working days of the request) or the proposal shall be deemed non-responsive.

Notwithstanding these proposal requirements, the Village reserves the right, at its sole discretion, to waive any minor irregularity relating to the proposal. Upon request, it shall be the responsibility of the Proposer to address the determined minor irregularity within a time frame specified by the Village (normally two working days of request). Failure of a Proposer to provide the required information within the specified time frame is considered sufficient cause to deem the proposal as non-responsive.

**Each of the following requirements should be addressed in separate sections of the proposal**

### **3.1 \*EXPERIENCE/QUALIFICATION/BACKGROUND/REFERENCES/LITIGATION HISTORY; AND HEALTH/SANITATION VIOLATION HISTORY INFORMATION:**

- 3.1.1 Each Proposer shall have a minimum of five (5) years' experience in Food and Beverage services. The Proposer shall provide a detailed statement of their experience.
- 3.1.2 Each Proposer should submit a minimum of three (3) references demonstrating the successful provision of Food and Beverage services operations. Each reference should include the following:
  - A. Name the client, company (facilities), contact names, addresses, telephone/fax numbers/emails, dollar amount of contracts and dates of service. If applicable, please list examples of services rendered in the State of Florida, particularly within municipalities.
  - B. Scope of Work, types of services performed and number of full-time staff provided.
- 3.1.3 Each Proposer shall provide copies of professional certificates, evidence of professional affiliations.

- 3.1.4 Each Proposer shall provide a summary of any current or pending litigation you have with the Village of Royal Palm Beach (whether you are plaintiff or defendant), or any litigation in the past five (5) years you have had with the Village of Royal Palm Beach or another federal, state, or local governmental entity (whether you are plaintiff or defendant) relating to defaults on financial obligations, contract defaults or breaches, contract terminations, suspensions, or failure to perform. The summary should outline the parties to the litigation, the subject matter of the litigation, and how the litigation was resolved. Current or pending litigation involving the Village of Royal Palm Beach shall result in the immediate rejection of your Proposal as being unresponsive and not from a responsible Proposer, and shall not be reviewed or scored by Selection Committee. Past litigation with the Village of Royal Palm Beach or any other governmental entity shall be evaluated by the Selection Committee under Section 2.13 of the RFP.
- 3.1.5 Each Proposer shall provide a summary indicating whether, within the past five (5) years, you or your company has been cited by any local, state or federal agencies for violations of any kind, including those involving food safety procedures. If yes, please describe the details and outcome, including the agencies name and contact number.

Please note that Proposer promotional and marketing materials may be included as supplemental information to this RFP; however, it shall not be considered as a substitute for the proposal.

**3.2 \*OPERATIONAL PLAN:**

The Village is committed to providing quality service to our residents and visitors alike. The Proposer shall provide in their response a plan that will meet these expectations. Each Proposer shall:

- 3.2.1 Provide a list of the types and numbers of staff.
- 3.2.2 Provide a sample menu that will be provided to include quantity, quality and brand, and the range of prices to be charged.
- 3.2.3 Provide a Marketing Strategy. If selected by the Village to perform the services outlined herein, Proposer shall provide, at its sole cost and expense, reasonable marketing and advertising of its services to the general public, as well as targeted groups. Proposer agrees to review its marketing plan with the Parks and Recreation Director, or designee, at least one (1) time per year. Proposer further agrees to supply the Parks and Recreation Director, or designee, with brochures and business cards for potential clients upon demand. The Village makes no representation or warranty that the Village will promote or market Proposer's Services to the general public; that members of the public will select or use Proposer's Services; that any business will be generated by this Agreement to



Proposer; or that a specific number or type of Events will occur at Veterans Park.

3.2.4. Provide a list of proposed Hours of operation

**3.3 \*FINANCIAL/BUSINESS STABILITY:**

3.3.1 Proposer shall provide evidence that they have sufficient resources and capabilities to meet the financial and operational requirements of the RFP. Vendor credit lines, cash deposits, and/or bank letters of credit should be provided as evidence.

3.3.2 The Village reserves the right to request additional information to be used for evaluating responses received from any or all Proposers. Further, the Village retains the right to disqualify from further consideration any Proposer who fails to demonstrate sufficient financial stability to perform the pending contract.

**3.4 \*PRICE PROPOSAL INFORMATION:**

The Proposer shall submit the attached Price Proposal Page(s) (Exhibit A) filled out, signed with either a corporate seal affixed or notarized. The Proposer shall indicate the amount to be paid to the Village during the contract term. The Village requests that Proposer propose a monthly lease payment for the facilities to be utilized for operations as part of its Price Proposal.

**3.5 \*BUSINESS INFORMATION:**

Each Proposer shall complete the Business Information Pages (Exhibit B), referencing their type of business, i.e. Corporation, Partnership (General/Limited), Joint Venture and Sole Proprietorship.

**3.6 \*AMENDMENTS TO THE RFP:**

It is the Proposer's responsibility to assure receipt of all amendments. The Proposer shall verify with the designated contact person, prior to submitting a proposal, the number of amendments that have been received. Each amendment to the RFP shall be signed by an authorized person and shall be submitted with the proposal or the proposal shall be deemed non-responsive.

### **3.7 \*ADDITIONAL INFORMATION:**

Information considered by the Proposer to be pertinent to this project and which has not been specifically solicited in any of the aforementioned sections may be placed in a separate appendix section.

## **SECTION 4 SCOPE OF WORK/SERVICES**

### **4.1 SCOPE OF WORK:**

4.1.1 The VENDOR shall provide professional Food and Beverage Service at Royal Palm Beach Veterans Park; more specifically outlined as follows:

- A. VENDOR shall submit a sample written menu.
- B. VENDOR shall provide all working capital, operating equipment and inventory necessary to effectively operate a quality food and beverage establishment.
- C. VENDOR shall cooperate and work closely with the Parks Superintendent in the scheduling of maintenance projects.
- D. VENDOR may, from time to time, be required to attend Recreation Advisory Board and/or Royal Palm Beach Village Council meetings to provide information pertinent to Veterans Park Café operations.
- E. VENDOR shall enforce all applicable village rules and regulations.
- F. VENDOR shall resolve complaints and service related problems in a timely manner.
- G. VENDOR shall ensure that this operation complies with all pertinent codes and laws.
- H. VENDOR shall be responsible for the purchase, inventory and security of all food products offered for sale.
- I. VENDOR shall arrange for the delivery of supplies at times and in a manner so that such deliveries do not create congestion or undue interference with regular operation and maintenance of the site.
- J. VENDOR shall only employ competent personnel to perform professional food and beverage service. In the event that the village, in

its sole discretion, at any time during the term of this agreement, desires the removal of any person or persons employed by VENDOR, such person will be removed immediately upon receiving notice from the village.

- K. VENDOR shall provide, supervise and compensate staff. The staff will be employees of the VENDOR, not the VILLAGE.
- L. VENDOR'S staff will be in alike uniforms with individual name tags clearly identifying them as a member of your staff.
- M. VENDOR shall be responsible for the general cleanup of the kitchen and dining area(s).
- N. VENDOR shall be responsible for placing its trash in the designated dumpster or recycling containers.
- O. VENDOR shall be responsible for the servicing of the exhaust hood as required by the manufacturer.
- P. VENDOR shall be responsible for the inspection and service of grease traps.

#### **4.2 HOURS OF OPERATION:**

Veterans Park operates seven (7) days per week, approximately from 8:00 a.m. – 9:00 p.m. The VILLAGE may close the complex whenever severe storms or other severe climatic hazards make human health and safety a concern.

#### **4.3 EVALUATION OF OPERATION:**

VILLAGE reserves the right to inspect premises at any time.

#### **4.4 VENDOR'S REPRESENTATIVE:**

The VENDOR shall be responsible for overall performance hereunder and who will, at the request of the VILLAGE, report and noteworthy highlighted activities/problems/solutions to the VILLAGE.

#### **4.5 VILLAGE'S REPRESENTATIVE:**

The Parks and Recreation Director or designee will act as the VILLAGE's representative to monitor the VENDOR's method of operation. This representative will be the direct liaison between the VILLAGE and the VENDOR.

**4.6 FACILITY MAINTENANCE:**

4.6.1 VENDOR shall collect and remove trash generated by customers.

4.6.2 The VENDOR shall be responsible for the general appearance and maintenance of interior furnishings, decorations and equipment.

**4.7 VILLAGE'S RESPONSIBILITY:**

4.7.1 The VILLAGE shall provide a dumpster for the VENDOR's use.

4.7.2 Utilities such as: water, sewer and electric.

4.7.3 Provide equipment as listed: insect control fan; exhaust hood/fire suppression system; work table; (1) ice maker; service counter; hand sink (2); hand sink (drop-in); three compartment sink; wall shelf w/pot rack; counter; dining furniture.

**4.7.2 MISCELLANEOUS PROVISIONS:**

4.7.3 The VENDOR shall, in no event, subcontract any portion of the work as stated hereunder without prior written consent of the VILLAGE representative. In the event that the work is subcontracted, the VENDOR retains full responsibility for the acts and omissions of its subcontractors and of persons employed by the VENDOR.

4.7.4 No signage shall be posted by the VENDOR without prior approval of the VILLAGE.

4.7.5 The VENDOR shall not make any alterations, changes, additions, or improvements to the facility without the express written consent of the VILLAGE.

4.7.6 The Village name, logo and web URL are to be used on all advertising, information, and promotional material. VENDOR may not utilize any other URL's, corporation names, or social network names in advertising, information, or promotional material about the facility or its programs without the express written permission of the Village.

4.7.7 The sale and/or consumption of alcoholic beverages is prohibited unless prior written authorization is received from the VILLAGE, and a written addendum to the agreement with VENDOR is executed by both parties. VENDOR agrees that it has no right to serve alcoholic beverages on a day-to-day basis Veterans Park, or at any events held in Veterans Park. VENDOR also agrees that it has no expectation that it will gain the right to sell alcoholic beverages on a day-to-day basis in Veterans Park, or at any

events held in Veterans Park in the future. The Village is authorized to permit other vendors, outside parties, and/or non-profit groups to serve alcoholic beverages in Veterans Park at any time in the sole and absolute discretion of the Village.

4.7.8 The sale of tobacco products is prohibited.

4.7.9 The VILLAGE shall have the right, and any person or organization granted such authority by the Village, shall have the right to sell food and beverages during events in Veterans Park that are of short duration as scheduled by the Village. Note: a short duration is an event that lasts three (3) days or less. Events in Veterans Park that are covered by this subsection include, but are not limited to, the movie nights, concerts in the park, weddings, and catered events in Veterans Park facilities. During these events, the Village, or any person or organization granted authority by the Village to hold or cater such events, is not required to use VENDOR's services during the events. one (1) to three (3) days.

4.7.10 For events lasting longer than three (3) days, the VILLAGE shall not utilize a competing operation without the VENDOR having the right of first refusal to provide services during such event. This right of first refusal shall not include the right to sell alcoholic beverages as is prohibited in Section 4.8.5 above. In order to exercise the right of first refusal, the VENDOR must provide written documentation to the Village demonstrating that VENDOR has sufficient staffing, required insurance, facility capabilities, and financial capabilities to perform services for such event. The Village shall have the sole and absolute right to determine whether VENDOR has met such requirements prior to allowing VENDOR perform services at the event.

4.7.11 VILLAGE will not be responsible for any goods or equipment stored at the facility. Nor will it be responsible for damage resulting from: power failure, flood, fire, theft, vandalism or any other causes beyond the control of the VILLAGE.

4.7.12 At the time of award, the VENDOR shall deposit with the VILLAGE an advanced rent payment equal to the first month's rent, and the last three (3) month's. Additionally, and at the time of award, the VENDOR shall submit to the VILLAGE a damage deposit equal to \$1,000.00, which shall be refundable to the VENDOR at the end of the contract term, without interest, after the determination that the VENDOR has fulfilled all terms of the lease and left the premises in a condition acceptable to the VILLAGE.

<b>AGREEMENT</b>	
Village of Royal Palm Beach	Vendor:
Project: Food and Beverage Services	RFP: Food and Beverage Services, Veterans Park

This Agreement, entered into this \_\_\_\_\_, effective immediately by and between \_\_\_\_\_, a Corporation registered in Florida, hereinafter referred to as the “**VENDOR**”, and the Village of Royal Palm Beach, Florida, a Municipal Corporation, hereinafter referred to as the “Village.”

**WITNESSETH:**

Village and **VENDOR**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and value of which is hereby acknowledged by both parties, hereby agree as follows:

1. Terms: Village and **VENDOR**, both hereby agree to enter into an agreement for the provision of **Food and Beverage Services** within the corporate limits of the Village in accordance with the Village Proposal Specifications attached hereto as Exhibit A. This agreement will commence on the **1<sup>st</sup>. day of September and will end on the 30<sup>th</sup>. day of September, 2022.** Additionally, this Agreement may be renewed and extended for Four (4) additional, one (1) year terms for the same amount of monthly compensation, \$\_\_\_\_\_ as stated below in paragraph 4, upon written agreement of both parties. If the Agreement is extended into Renewal Terms, then the VENDOR shall replenish the advanced rent deposits to the Village as required by “Composite Exhibit A” prior to commencement of the applicable Renewal Term.
2. Scope of Services: Other Conditions: The **VENDOR** is a business engaged in providing Food and Beverage Services and agrees to perform the following Food and Beverage Services. See “Composite Exhibit “A”. All terms and conditions of the Agreement shall be the terms and conditions as specifically set forth in the Village Proposal Specifications for these services and the proposal attached hereto as Composite Exhibit “A”. Both parties hereby agree and acknowledge that this three (3) page Agreement, along with Composite Exhibit “A” and any other documents required by the Village Specifications shall constitute the entire Agreement.
3. Notice: Notice as required in the Agreement documents shall be sufficient when sent by certified mail or hand delivered to the parties at the following addresses:

<p>Village:</p> <p>Village of Royal Palm Beach 1050 Royal Palm Beach Boulevard Royal Palm Beach, FL 33411</p> <p>Attn: Raymond C. Liggins, P.E. Village Manager</p>	<p>Vendor:</p>
---	----------------

4. Payments: The VENDOR agrees to pay VILLAGE, \$750.00 on the 1<sup>st</sup>. day of each month commencing on September 1, 2020 until October 1, 2022. VENDOR also shall submit to the VILLAGE all advance rent payments and damage deposits required in “Composite Exhibit A.”.

5. Books, Reports and Audits:

a. Recordkeeping: VENDOR shall maintain, for a period of no less than five (5) years from the Effective Date of this Agreement, all weekly sales reports, receipt books, inventory reports and other such records customarily used by VENDOR to document Services provided to the VILLAGE. The VILLAGE shall have the authority to audit all sales records for the purpose of verifying the accuracy of any payments to the VILLAGE.

b. Audits: The VILLAGE shall not be responsible for any costs incurred by VENDOR as a result of a VILLAGE audit. In the event that such audit results in an assessment by and an additional payment due to the VILLAGE, such additional payment shall be subject to interest at the rate of one (1) percent per month retroactive to the date such payment originally should have been paid.

6. Compliance with Regulations: VENDOR shall be responsible for ensuring that all operations conducted pursuant to this Agreement comply with all applicable state, federal and local regulations including, but not limited to, food safety, health regulations, sanitary conditions and fire prevention. The Services provided under this Agreement shall be operated in such a manner as to not generate offensive noise levels, as determined in the sole discretion of the Parks and Recreation Director, or designee, or VILLAGE Staff, and the leased areas are to be kept clean and neat in areas open/not open to the public at all times. VENDOR further agrees that it will not use the leased areas for any illegal, unsafe or immoral purposes.

7. Indemnifications and Hold Harmless: VENDOR agrees to protect, defend, reimburse, indemnify and hold the VILLAGE, its agents, employees and elected officers and each of them, free and harmless at all times from and against any and all claims,

liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the VILLAGE by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any person, arising out of or incident to or in connection with the VENDOR's performance under this Agreement. Performance shall include, but is not limited to, VENDOR's acts, omissions or operations hereunder, or the performance, nonperformance or purported performance of the VENDOR or any breach of the items of this Agreement.

8. Permits/Licenses: VENDOR shall obtain, at its own cost and expense, all permits, licenses, and business tax receipts, which may be required by any governmental agency and shall adhere to all applicable federal, state and local laws at all times. VENDOR shall provide copies of all permits and licenses to the VILLAGE prior to commencement of work under this Agreement demonstrating that VENDOR is fully licensed and in compliance with all applicable Village (Royal Palm Beach), County (Palm Beach), State (Florida) and U.S. Government code requirements and regulations. VENDOR must keep said permits and licenses current and in good standing throughout the term of this Agreement, and provide VILLAGE with proof of such upon demand.

9. Inspection: If food is prepared off-site by VENDOR, then the Village shall have the right to inspect any or all of VENDOR'S off-site operations including plants and/or warehouses, and when accompanied by VENDOR'S representative, other sources preparing or supplying food, or beverage items etc., to ensure full compliance with health and sanitation standards.

10. Management Duties: VENDOR shall have all management duties normally arising from the provision of the Services, which shall include, but not be limited to, keeping the leased areas free of food-related trash and debris; keeping chairs and tables located in all dining areas clean and in reasonable order, normal wear and tear excepted; immediately cleaning any spills; reporting any accidents or hazardous conditions to the Parks and Recreation Director, or designee, or Village Staff as soon as possible; making sure all of its employees, subcontractors, vendors and agents are properly attired, courteous and professional in dealings with patrons and operate in a manner consistent with good health and hygiene; and ensuring all equipment, food and beverages meet all applicable health codes.

a. Staffing Levels: VENDOR shall staff the leased areas at all times to handle patron demand efficiently. The Parks and Recreation Director, or designee, shall review, from time to time, VENDOR'S staffing levels to determine if patron demand is being met efficiently and, if not, shall notify VENDOR.



b. Courtesy to the Public: VENDOR shall, at all times, exercise, and shall require its employees, subcontractors, vendors and agents to exercise courtesy, consideration and good public relations in their interactions and communications with the general public. The Parks and Recreation Director, or designee, or Village Staff, shall have the right to direct VENDOR to remove any employee, subcontractor, vendor or agent of VENDOR from Village facilities if, in the Director, or designee, or Staff's sole opinion, VENDOR'S employee, subcontractor, vendor or agent has not exercised courtesy and consideration in their relations with the public. VENDOR shall be fully responsible for the conduct of its employees, subcontractors, vendors and agents.

11. Assignments and Subcontracting: VENDOR shall not assign this Agreement and its rights hereunder, in whole or in part, nor subcontract with any other person or entity to provide any of the Services contained in this Agreement, except with the prior written consent of the Village Parks and Recreation Director, or designee. Before any assignment shall become effective, the assignee shall, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term hereof.

12. Default, Remedies and Termination:

a. Default by VENDOR; Termination by Default: If any of the following events occur, the Village shall have the right to immediately terminate this Agreement without further notice to or opportunity to cure by VENDOR:

1. Insolvency: If VENDOR makes an assignment of this Agreement, or profits therefrom, for any reason for the benefit of creditors; files a petition of bankruptcy; is adjudged bankrupt or insolvent; has its interest under this Agreement levied upon or sold upon execution or by operation of law becomes vested in another person, firm or entity because of the insolvency of VENDOR; or in the event a receiver or trustee is appointed for the VENDOR or for the VENDOR's interest under this Agreement;

2. Abandonment: In the event VENDOR ceases to operate the Services at the leased areas as described herein. Examples of abandonment shall include, but not be limited to, failure to return phone calls of potential clients, failure to return phone calls of Village Staff and failure to staff the leased areas on a regular basis;

3. Violation of Other Agreement Requirements: In the event VENDOR fails to perform any of the other terms, covenants, requirements or conditions of this Agreement, and VENDOR fails to cure or correct such failure within fifteen (15) calendar days after a written notice of default is sent by the Village to VENDOR.

b. Remedies: The Village may, if it so elects, pursue any remedies available to it under law or equity for breach of this Agreement or any of its terms, covenants,

requirements or conditions. No right or remedy conferred upon or reserved to the Village hereunder is intended to be exclusive of any other right or remedy available and existing at law or in equity.

c. Waiver of Default: The acceptancy of any fee by the Village, whether in a single instance or repeatedly in part or in whole, after it falls due, or after knowledge of any breach hereof by VENDOR shall not be construed as a waiver of the Village's right to act, or as an election not to proceed under the provisions of the Agreement. Additionally, waiver by the Village of any provision of this Agreement or any time limited provided for in this Agreement shall not constitute a waiver of any other provision.

13. Termination for Convenience: Either Party may terminate this Agreement for any reason by providing the other Party with ninety (90) calendar days' advance written notice.

14. Miscellaneous Provisions:

a. Non-Exclusive Agreement: This Agreement shall be non-exclusive between the Parties. The Village shall have the right to contract with additional VENDORS for events at Veterans Park at any time as more particularly stated in "Composite Exhibit A".

b. Non-Discrimination: VENDOR agrees not to discriminate in hiring or in the provision of Services under this Agreement on the basis of race, color, national origin, genetics, sex, age, qualifying disability or medical conditions, religion, income or familial status, marital status, veteran's status, sexual orientation, gender identity, or gender expression. Violation of this provision, at the option of Village, may be treated as a default under this Agreement.

c. Closing of Village facilities: The Village shall have the right to close Veterans Park, or any portion thereof, either permanently or temporarily. The Village shall provide VENDOR with advance notice of such closures unless such advance notice is prohibited by an Act of God.

d. Independent Contractor; No Joint Venture: VENDOR and the Village agree that VENDOR is an independent contractor with respect to the Services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties hereto. Neither VENDOR nor any employee, subcontractor, vendor or agent of VENDOR shall be entitled to any benefits accorded Village employees by virtue of the Services provided under this Agreement. The Village shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to VENDOR, or any employee, subcontractor, vendor or agent of VENDOR. Additionally, VENDOR and the Village agree that nothing contained in this Agreement is intended, or shall be construed,

in any way as creating or establishing the relationship of co-partners or joint ventures between the Parties hereto, or as constituting the VENDOR as the agent or representative of the Village for any purpose or in any manner whatsoever.

e. Advertising: All advertising of VENDOR'S Services at Veterans Park shall be approved by the Village Parks and Recreation Director, or designee, prior to use.

f. Availability of Funds: The obligations of the Village under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Council of the Village of Royal Palm Beach.

g. Governing Law and Venue: This Agreement shall be governed by Florida law and the sole venue for any action under this Agreement shall be Palm Beach County, Florida.

h. Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

i. Inspector General: Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority and power. The inspector general has the power to take sworn statements, require the production of records and to audit, monitor, investigate and inspect the activities of the Village as well as contractors and lobbyists of the Village in order to detect, deter, prevent and eradicate fraud, waste, mismanagement, misconduct and abuses.

j. Public Records: In accordance with Sec. 119.0701, *Florida Statutes*, VENDOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, VENDOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A VENDOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701,

*Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, VENDOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the VENDOR does not transfer the records to the Village. Finally, upon completion of the Agreement, VENDOR shall transfer, at no cost to the Village, all public records in possession of the VENDOR, or keep and maintain public records required by the Village. If the VENDOR transfers all public records to the Village upon completion of the Agreement, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Agreement, the VENDOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the Village, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 790-5100, OR AT [Ddisanto@RoyalPalmBeach.com](mailto:Ddisanto@RoyalPalmBeach.com), OR AT 1050 ROYAL PALM BEACH BLVD., ROYAL PALM BEACH, FLORIDA 33411.**

15. Entirety of Agreement and Modification: The Village and VENDOR agree that this Agreement, together with the attached exhibits including but not limited to, the Village's Request for Proposals and VENDOR'S Proposal, sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the Village and VENDOR pertaining to the Services described herein, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the Parties hereto.

**Witnesses to Vendor:**

\_\_\_\_\_  
\_\_\_\_\_

**Vendor:**

\_\_\_\_\_

**Witnesses to Village:**

\_\_\_\_\_  
\_\_\_\_\_

**Village of Royal Palm Beach:**

\_\_\_\_\_

Raymond C. Liggins, P.E.  
Village Manager

**Attest:**

Diane DiSanto, Village Clerk

\_\_\_\_\_

Proposal Posted: June 8, 2020

Proposal Opening: June 24, 2020

Approved by Council:

**SECTION 5  
EXHIBITS TO AGREEMENT**

- Exhibit A: Price Proposal Page(s)
- Exhibit B: Business Information Pages  
1. Corporation Statement  
2. Partnership Statement  
3. Joint Venture Statement
- Exhibit C: Reference of Similar Work
- Exhibit D: Sworn Statement
- Exhibit E: Truth in Negotiations
- Exhibit F: Drug Free Workplace
- Exhibit G: Notice of Award
- Exhibit H: Notice to Proceed

**EXHIBIT A  
PRICE PROPOSAL**

The following price is submitted to provide the Village of Royal Palm Beach with **Food and Beverage Services** at Royal Palm Beach Veterans Park in accordance with the requirements/Scope of Services set forth in this RFP document.

**PROPOSED DAYS & HOURS OF OPERATION:** \_\_\_\_\_

**PROPOSED MONTHLY LEASE PAYMENT:** \$ \_\_\_\_\_

**The Proposer certifies by signature below the following:**

1. This proposal is current, accurate, complete, and is presented to the Village of Royal Palm Beach for the performance of this contract in accordance with all the requirements as stated in this Request for Proposal.
2. The proposal is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a proposal for the same materials, services and supplies and is, in all respects, fair and without collusion or fraud.
3. The financial stability to fully perform the terms and conditions as specified herein. The Village reserves the right to request financial information from the Proposer at any time during the solicitation process and in any form deemed necessary by the Village.

***FAILURE TO SUBMIT THESE PAGES WILL BE CAUSE FOR IMMEDIATE REJECTION OF THE ENTIRE PROPOSAL.***

NAME (PRINT): \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**Please affix corporate seal if available or have proposal notarized.**

\_\_\_\_\_  
\_\_\_\_\_  
**(Notary-Full Name)**

**(Notary Expiration & Seal) or  
(Corporate seal)**

**Date:** \_\_\_\_\_

**EXHIBIT B  
BUSINESS INFORMATION**

Full Legal Name of Entity: \_\_\_\_\_

(Exactly as it is to appear on the Contract/Agreement)

Entity Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ Fax Number: (\_\_\_\_) \_\_\_\_\_

Form of Entity (check one and complete the appropriate entity statement attached hereto)

- Corporation (Complete forms page (31))
- Partnership, General (Complete forms page (31))
- Partnership, (Limited (Complete forms page (31))
- Joint Venture (Complete forms page(s) 32)

Federal I.D. Number \_\_\_\_\_

(1) If Proponent is a subsidiary, state name of parent company.

\_\_\_\_\_  
Caution – All information provided herein must be as to Proponent (subsidiary) and not as to parent company.

(2) If a corporation is a partner of a proposing partnership or a member of a proposing joint venture, the corporation statement, attached hereto, must be completed in addition to the appropriate Proponent's business entity statement.

Is Entity registered to do business in the State of Florida? Yes [ ] No [ ]

If yes to above, as of what date?

\_\_\_\_\_

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, Proposer acknowledges, by signing below, that if it is the Awardee it will register with the State of Florida prior to the effective date of the contract with the Village of Royal Palm Beach.

**SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**NAME:** \_\_\_\_\_ **COMPANY:** \_\_\_\_\_



**EXHIBIT B-1  
CORPORATION STATEMENT**

If a Corporation, answer the following:

1. When incorporated? \_\_\_\_\_
2. Where incorporated? \_\_\_\_\_
3. The Corporation is held:  
     Publicly       Privately
4. Furnish the name, title and address of each director, officer, principal managers, and how long they have been employed.
5. Attach a copy of the Corporate Certificate from the Secretary of State.
6. Attach Credit references.

**EXHIBIT B-2  
PARTNERSHIP STATEMENT  
(General or Limited)**

If a General or Limited Partnership, answer the following:

1. Date of Organization?

\_\_\_\_\_

2. Place of Organization?

\_\_\_\_\_

3. Indicate:     General Partnership    or     Limited Partnership

4. Is the Partnership agreement recorded?                       Yes             No

If yes, indicate:

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
Date                      Book                      Page                      Location

5. Furnish the name, title and address of each director, officer, principal manager(s), general or limited partner, and how long each has been employed.
6. Attach one copy of the Partnership Agreement.
7. Attach Credit References.

**EXHIBIT B-3  
JOINT VENTURE STATEMENT**

If a Joint Venture, answer the following:

1. Date of Organization? \_\_\_\_\_
2. Place of Organization? \_\_\_\_\_
3. Is the Joint Venture Agreement recorded:      Yes    No  
If yes, indicate:     \_\_\_\_\_     \_\_\_\_\_     \_\_\_\_\_     \_\_\_\_\_  
                                    Date                      Book                      Page                      Location
4. Furnish the name, title and address of each director, officer, principal manager(s), general or limited partner of Joint Venture and how long they have been employed.
5. Attach one copy of the Joint Venture Agreement.
6. Attach Credit References.

**EXHIBIT C  
REFERENCES OF SIMILAR WORK**

(Questionnaire)

**1. Organization:**

Name and Address: \_\_\_\_\_

Beginning Date of Contract: \_\_\_\_\_

Ending Date of Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**2. Organization**

Name and Address: \_\_\_\_\_

Beginning Date of Contract: \_\_\_\_\_

Ending Date of Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**3. Organization**

Name and Address: \_\_\_\_\_

Beginning Date of Contract: \_\_\_\_\_

Ending Date of Contract: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone No.: \_\_\_\_\_

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

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Proposal or Contract No. \_\_\_\_\_, to the Village of Royal Palm Beach.

2. This sworn statement is submitted by:

\_\_\_\_\_

(Company Name)

Whose business address is: \_\_\_\_\_

and (if applicable) its Federal Employee Identification Number (FEIN) is: \_\_\_\_\_

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

3. My name is \_\_\_\_\_ and  
(please print name of individual signing)

4. I understand that “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

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

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of a person convicted of a public entity crime: or

b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the 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 thirty six (36) months shall be considered an affiliate.

7. I understand that a “Person” as defined in Paragraph 287.133(1)(c), 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 proposals or applies to proposal in contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please 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 where charged with and convicted of a public entity crime after 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, nor any affiliate of the entity where charged with and convicted of a public entity crime after July, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members or agents who are active

in the management of the entity, or any affiliate of the entity has been charged with a and 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 ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 1 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.**

\_\_\_\_\_ / /  
(Signature) (Date)

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority,  
\_\_\_\_\_ who, after first being sworn by me, affixed his/her  
signature  
(Name of individual signing)

(space provided above) on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(Notary Public)

My Commission Expires:

**EXHIBIT E**  
**Truth – In – Negotiation Certificate**

The undersigned warrants that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreement and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete and current as of the date of the Agreement. This document must be executed by a Corporate Officer.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT F**  
**DRUG FREE WORKPLACE CERTIFICATION**

If identical tie proposals exist, preference will be given to the vendors who submit a certification with their proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

**IDENTICAL TIE PROPOSALS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program.

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

1. This firm publishes a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), this firm notifies the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plead guilty or nolo contendere to, any violation of chapter 893 or 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. This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

---

(Vendor's Signature)

---

(Firm Name)

**EXHIBIT G  
NOTICE OF AWARD**

TO: VENDOR

ATT:

PROJECT: **Food and Beverage Services at Veterans Park**

Dear \_\_\_\_\_;

Please be advised that the Village of Royal Palm Beach Council authorized the award of this Contract to your firm \_\_\_\_\_ at its \_\_\_\_\_, 2020 Council Meeting. This award is a result of your Proposal submitted to the Village of Royal Palm Beach, on \_\_\_\_\_ 2020.

Three (3) sets of documents are attached. Each set contains an unexecuted Agreement. Please execute all copies of the Agreement and return the documents to our office for final execution by the Village no later than \_\_\_\_\_, 2020.

Sincerely,

By:  
Louis F. Recchio  
Parks and Recreation Director

**EXHIBIT H  
NOTICE TO PROCEED**

DATE

VENDOR:

**RE: NOTICE TO PROCEED:**

**Food and Beverage Services at Veterans Park**

Dear

You are hereby given notice to commence work as described in the contract documents on the above reference project starting:

You are required to return an acknowledged copy of this NOTICE TO PROCEED to the Parks and Recreation Director.

Sincerely,

Louis F. Recchio, Director

Parks and Recreation

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

\_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

BY: \_\_\_\_\_

\_\_\_\_/\_\_\_\_/\_\_\_\_ (Date)