



City of Miami Gardens

REQUEST FOR PROPOSALS

The City of Miami Gardens is requesting sealed proposals from individual(s) or firms to provide the highest quality and variety of foods and service at reasonable prices for the Miami Gardens Parks Sports Programs within the City of Miami Gardens, Florida. Failure to submit the required documentation may render the proposal non-responsive.

PROPOSAL SUBMISSION Proposals will be received by sealed envelope in the Procurement Department, City of Miami Gardens. **Deliver by mail:** Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169. **Deliver by hand:** Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440 until 2:00 P.M. on **Thursday May 5, 2011**, at which time they will be opened and read in the Council Chambers by the Procurement Manager. Bids received after this time will not be considered and no time extensions will be permitted. Please clearly mark bids:

“RFP# 10-11-035(A)– re-bid MIAMI GARDENS PARKS CONCESSION MANAGEMENT”

MANDATORY PRE-BID CONFERENCE/SITE VISIT will be held on Tuesday, April 19, 2011, at 1:00 p.m.. E.S.T. at City Hall, 1515 NW 167th Street, Suite 200, Miami Gardens, Florida 33169. Site Visits of the indoor concession areas will be held on the day of the pre-bid conference only. **No additional access to inside areas will be allowed.** Only Bidders attending this conference will be allowed to submit proposals. **Any Bidder arriving later than 1:15 p.m. will not be allowed in and will not be allowed to submit a bid.**

A Performance Bond is a requirement of this Request for Proposal

Copies of this Proposal Document may be obtained by contacting DemandStar by Onvia at www.demandstar.com or call toll free 1-800-711-1712 and request Document #1011035A or may be found on the City's web site at www.miamigardens-fl.gov.. Vendors who obtain specifications and plans from other sources other than DemandStar.com are cautioned that the Proposal package may be incomplete. All addendums, tabulation, evaluation meeting notices and recommendation of award will be posted and disseminated by DemandStar.

FOR INFORMATION on this Request for Proposals, contact the Procurement Department, (305) 622-8000; procurement@miamigardens-fl.gov. Deadline for submittal of questions is **April 25, 2011 @ 3:00 p.m.**

ACCEPTANCE AND REJECTIONS The City of Miami Gardens reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Bidder offering the greatest advantage to the City.

Please be advised that Pursuant to City Ordinance 2008-03-139 “Cone of Silence”, public notice is hereby given that a Cone of Silence is imposed concerning this City's competitive purchasing process, which generally prohibits communications concerning the RFP until such time as the City Council or City Manager deliberates on the making of an award concerning the competitive purchase transaction. Please see the detailed specifications for the public solicitation for services for a statement fully disclosing the requirements of the “Cone of Silence



City of Miami Gardens

1515 N.W. 167th Street: Bldg. 5, Suite 200
Miami Gardens, Florida 33169

April 6, 2011

SUBJECT: Request for Proposals (RFP) for Miami Gardens Parks Concession Management Services

The City of Miami Gardens invites you to submit an original Proposal, clearly marked "original", four (4) bound copies and one (1) CD (total 6 proposals) in response to our Request for Proposals. All submissions and inquiries must be addressed as outlined in the RFP.

The proposals are to be submitted in a sealed envelope clearly marked Important, Proposal Enclosed bearing the name of the proposer, and the address as well as the title of the RFP no later than 2:00 P.M. local time, Thursday, **May 5, 2011**. Address your proposal to Procurement Department, City of Miami Gardens, Deliver by mail: **Procurement Department, 1515 N.W. 167th Street; Bldg. 5, Suite 200, Miami Gardens, Florida 33169**. Deliver by hand: **Procurement Department, 1515 NW 167th Street; Bldg. 7, Suite 440**

The City's tentative schedule for this Request for Proposals is as follows:

Mandatory Pre-Bid Conference	April 19, 2011
Deadline for Written Questions	April 25, 2011
Opening of Proposals:	May 5, 2011
Proposals Evaluations:	May 12-13, 2011
Oral Presentations:	May 18, 2011 if needed
Council Award:	June 8, 2011

The City reserves the right to delay or modify scheduled dates. The City will notify proposers of all changes in scheduled dates.

We look forward to your active participation in this solicitation.

Sincerely,

Pam Thompson

Pam Thompson, CPPO, CPPB
Procurement Manager

CITY OF MIAMI GARDENS
Request for Proposals
RFP #10-11-035(A)
May 5, 2011

1.0 PURPOSE

The City of Miami Gardens, Florida desires to obtain services of a qualified individual(s) or firm to provide the highest quality and variety of foods and service that will enhance the parks and provide comfort and convenience to patrons at a reasonable price while assuring revenue to the City of Miami Gardens Parks and Recreation Department and consistency of the concessions with the current plans for recreation and other activities on the parks' property. This is a non-exclusive contract for all City sponsored sports functions. Vending for special events will include other vendors

The Parks & Recreation Department is looking for proposals for a firm, flat fee, as outlined within, from Concessionaires to manage and operate both indoor concessions as well as mobile concessions at all of the parks as needed for selling food and beverage to the general public in accordance with the terms, conditions and specifications contained herein.

Qualified vendors will submit a flat monthly or annual fee and a set monthly percentage of gross sales (User Fee) payable to the City of Miami Gardens.

2.0 LOCATIONS

Indoor Concession:

Betty T. Ferguson Recreational Complex, 3000 NW 199th Street, Miami Gardens (2 locations)
Brentwood Park, 19205 NW 32nd Place, Miami Gardens
Scott Park, 17710 NW 5th Court, Miami Gardens
Miami Carol City Park, 3201 NW 185th Street, Miami Gardens

Mobile Concession:

AJ King Park, 4230 NW 178th Street, Miami Gardens
Buccanneer Park, 3100 NW 207th Avenue, Miami Gardens
Bunche Park, 15600 Bunche Park Drive W, Miami Gardens
North Dade Optimist Park, 19455 NW 12th Avenue, Miami Gardens
Bennett Lifter, 20701 NW 22nd Avenue, Miami Gardens
Myrtle Grove Park, 3030 NW 179th Street, Miami Gardens
Norwood Park, 19401 NW 14th Avenue, Miami Gardens
Rolling Oaks Park, 18701 NW 17th Avenue, Miami Gardens

The successful Concessionaire shall furnish all portable structures, labor, materials, equipment, insurance, all required permits including health and other miscellaneous appurtenance, and services necessary for the provision of various food items as well as hot and cold drinks.

3.0 BACKGROUND

The City of Miami Gardens was incorporated on May 13, 2003 as the third largest city in Miami-Dade County. The Parks and Recreation Department has twelve (12) parks and has implemented City sponsored sports programs. There are five youth football and cheerleading teams, each park has nine teams. The football teams consist of 37 participants per team for an estimated count of 1,700 football participants. The cheerleading teams consist of 25 participants per team, for an estimated total of 1,125 cheerleaders. The sports program also offers baseball, basketball, soccer, swimming, track and field.

The City cannot guarantee the average number of people that frequent the parks, however, during the football season there is a minimum of 300 participants and approximately 100 parents at each park during practice sessions, there are more people during the actual games. Betty T. Ferguson complex during the track and field program has approximately 200 participants with approximately 70 parents.

The City has three annual special events. The City from time to time throughout the term of the contract may hold other special events which will require concession management.

4.0 SCHEDULE of PROGRAMS:

The Concessionaire is responsible to contact the City's Athletic Supervisor or designee on a daily basis to confirm sports and events program scheduling and cancellation of scheduled programs due to inclement weather or other such conditions.

Listed below is a sample schedule of the sport programs and parks. The Park's other organized youth sports program's schedule will be provided to the awarded Vendor(s).

Concessionaire shall ensure that all indoor and mobile operations are completely set up and ready for business not later than 8:45a and/or 4:45p. All indoor and mobile operations must be cleaned and closed or removed from the park not later than 8:45p If concessions remain open beyond this time, City will charge firm for city staff time.

Park Activity Schedule

Winter Season – (Track and Basketball) December, January, February

Monday - Friday 5p – 10p

Saturday 9a – 8p According to Home Schedule

Betty T. Ferguson Recreational Complex

Spring Season – (Track and Baseball) March, April, May

Monday – Friday 5p – 8p

Saturday 9a – 3p

AJ King Park

Bunche Park

Betty T. Ferguson Recreational Complex

Norwood Park

Scott Park

Summer Season – (Football) June, July, August

Monday – Friday 6p – 8p

Saturday 9a – 8p

Brentwood Park

Bunche Park

Miami Carol City Park

Betty T. Ferguson Recreational Complex

North Dade Optimist Park

Scott Park

Fall Season – (Football) September, October, November

Monday – Friday 4p – 8p

Saturday 8a-9m times vary dependent on game schedules

Brentwood Park

Bunche Park

Miami Carol City Park

Betty T. Ferguson Recreational Complex

**North Dade Optimist Park
Scott Park**

For Regular Season Monday through Friday games and practices, the concession stand(s) shall be open and remain open until the end of the last scheduled game or practice. For Regular Season Saturday and Sunday games and practices, the concession stand(s) shall be open and remain open until the end of the last scheduled game or practice.

Concession stand(s) (indoor and mobile) shall be opened for Sports Program Post Season Play, Tournaments and other Non-Regular Sports Program activities or events. The City reserves the right at its' sole discretion to use other concessionaires for Post Season Play, Tournaments and other Non-Regular Sports activities or events for the sale of specialty items the Concessionaire does not carry will be sold at a location outside of the contracted concession stands.

Other hours as necessary will be scheduled as determined by the Parks & Recreation Director, with a minimum of two (2) weeks notice in advance of each event. Any requested changes in the minimum days or hours of operation must be in writing and approved in advance by the Parks & Recreation Director. Nothing herein contained shall be construed to authorize hours contrary to the laws governing such operations.

The Concession stand located in the entryway at Betty T. Ferguson Recreational Complex (BTF) may be open during operating hours of BTF. Items sold at this location shall include but not limited to healthy snacks and drinks such as: electrolyte drinks, smoothies, energy bars, etc.

5.0 SCOPE OF SERVICES

Indoor Concession Operation – four (4) locations:

Concessionaire is required to use the indoor concession stands – mobile concession trucks or trailers will NOT be permitted in these parks.

- a. Concessionaire will accept the indoor concession areas and City owned equipment, as is, the City shall not be requested to make any improvements or additions.
- b. Concessionaire shall not make any improvements, additions or repairs without prior written approval from the City. Any repairs, modifications, etc. deemed necessary by the City will be completed by the City.
- c. Concessionaire shall accept the City owned refrigerator, ice machine and sink now available. Concessionaire shall make any repairs caused by Concessionaire's negligence at Concessionaire's expense. City owned equipment will remain the City's equipment.
- d. Additional equipment or replacement equipment desired by the Concessionaire will be acquired and installed at Concessionaire's expense. If any public agency having jurisdiction over such matters require safety or other improvements to any of the equipment used by the Concessionaire in their operations, Concessionaire shall be required to effect these improvements at their sole expense. Any City owned equipment removed by Concessionaire shall be returned to the City upon termination of contract. Concessionaire shall remove any owned equipment installed and reinstall City owned equipment that was removed.
- e. The City will provide signage for Concessionaire's menu and prices for indoor concession only.
- f. Concessionaire shall ensure concession is staffed with sufficient qualified personnel at all times in order to handle the patron demand efficiently.

Mobile Concession Operation – eight (8) locations; three – four (3-4) locations simultaneously:

- a. Concessionaire must provide full service self-supporting motorized trucks or trailers with motorized drive units as mobile concessions to prepare, serve and sell food and beverage items.
- b. All trucks and trailers, including their drive units must not generate offensive noise levels and must be clean and neat on the interior and exterior at all times. All units shall remain stationary once in place on the facility grounds and shall be removed upon completion of the day's activities at any location scheduled.
- c. All trucks and trailers utilized during this contract must have City decal on them at all times, have current licenses, tags etc. for the duration of the contract. Trucks and trailers must have concessionaire's name on them at all times.
- d. Concessionaire shall ensure concession is staffed with sufficient qualified personnel at all times in order to handle the patron demand efficiently.
- e. The City is requesting mobile stands only, however, we reserve the right to consider the usage of tents.

6.0 HOURS OF OPERATION:

Hours of operations of the indoor concession and mobile concession must be in conjunction with the City's Parks and Recreation Department's athletic events and special events. The Parks & Recreation Director or designee must pre-approve of any changes to this schedule. Should the City direct the Concession to be closed, the City shall not be liable for any loss of income due to closure.

Concessionaire shall ensure that all indoor and mobile operations are completely set up and ready for business not later than 8:45a and/or 4:45p. All indoor and mobile operations must be cleaned and closed or removed from the park not later than 8:45p If concessions remain open beyond this time, City will charge firm for city staff time.

7.0 CONCESSIONAIRE'S EMPLOYEES:

Concessionaire shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times). Personnel must wear visible identification or a uniform while working at all times.

All employees of the Concessionaire and any sub Concessionaire shall be considered to be at all times the sole employees of the Concessionaire, under the Concessionaire's sole direction, and not an employee or agent of the City of Miami Gardens. The Concessionaire shall supply competent and physically capable employees that are polite, friendly, honest and courteous, the City may require the Concessionaire to remove any employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose presence on City property is not in the best interest of the City.

All employees must have a health certificate if required by the State, County.

All employees must pass a criminal background check (Level 2) and drug screen prior to the start of the contract (or their start date) and by April 1 of each year.

Concessionaire shall have its employees refrain from smoking in any Park facilities or around the mobile concessions. Concessionaire's employees shall not drink or have in their possession alcoholic beverages.

8.0 MENU and PRICING:

- a. Concessionaire is only authorized for the term of this contract, to sell foods, beverage and miscellaneous "snack bar" type items. All foods, drinks, beverages, confectionery, refreshments and the like sold or kept for sale, shall be of first quality, wholesome and pure

and shall conform in all respects to the federal, state, municipal and other laws, ordinances and regulations and shall be kept subject to the approval or rejection of the Parks Director.

- b. Concessionaire must also sell healthy choices for the health conscious patron. Examples of healthy choices are: Apples; Health bars; Turkey hotdogs; etc. Concessionaire shall provide and maintain an inventory of name brand food and drink items at all times to meet the patron demand. If Concessionaire fails to meet demand due to low inventory levels, the City will set inventory levels. Concessionaire shall maintain the highest available rating from the applicable Health Department Inspections.
- c. Agreed upon pricing of each menu item will remain firm and fixed for the duration of the contract.
- d. Menu items and prices must be approved by the City prior to sale. Agreed upon menu and prices must remain posted at all concessions (indoor and mobile) in plain view of patrons standing and waiting for service. Approved pricing and food quality brand names must remain constant (as submitted) unless a request is made in writing with reasons for the request for a product change. The Parks Director will review the written request and respond back within ten (10) days.
- e. Only non glass cups or bottles shall be used for dispensing of soft drinks. No Styrofoam materials shall be used.
- f. Concessionaire must provide ice for ice packs as needed for program participant injuries.
- g. **No Alcoholic Beverages will be allowed for sale**
- h. **No Tobacco Products will be allowed for sale**
- i. **No Shelled Peanuts will be allowed for sale**
- j. **No Gum will be allowed for sale**

8.0 MINIMUM REQUIREMENTS:

- A. Proposers shall have at least two (2) years concession experience operating a "public food service establishment" as defined in Florida Statute and obtained concurrently held the required licenses under appropriate State and local laws for the establishment.
- B. Proposers must have never lost their license for cause
- C. Proposer must have never had an establishment closed or suspended due to health reasons
- D. Proposers must have never been found to have failed to pay taxes

9.0 MISCELLANEOUS REQUIREMENTS:

- A. Utility Service – The city will be responsible for all reasonable amounts of water and electricity by the concessionaire for the indoor concession areas. The City will not provide water or power for the Mobile Concessions operations of the Concessionaire.
- B. Trash Removal – the Concessionaire is responsible for picking up all trash produced within at least a fifty (50) foot radius from the point of sale at the indoor concessions as a result of their indoor concession operations, and a seventy-five (75) foot radius from the point of sale for the mobile concessions.
- C. Maintenance by Concessionaire – the City will maintain only the exterior of the indoor concession including the electrical lines, exterior piping for electric and water, and HVAC systems.
 - 1. The concessionaire must fully maintain the indoor concessions, janitorial services; trash and garbage removal; daily policing of the grounds in close proximity to the concessions to remove litter; and grease trap and lift station cleaning. Such maintenance shall be at the sole expense of the Concessionaire and will be subject to general inspection by the City to insure that the continuing quality of maintenance and appearance and physical condition of the concessions are commensurate with maintenance, health and safety standard. In the event that said premises shall not be kept by the concessionaire, as herein required, the City may enter the premises (without action causing or constituting a termination of the Agreement or an interference with the possession of the premises by

the concessionaire) and may cure the default of the Concessionaire. Should the City consider such an action necessary, the Concessionaire agrees to reimburse the City for all reasonable costs and expenses incurred by the City in curing such default – in addition to the flat fee hereby reserved.

- D. Fire or Other Casualty – In the event that the indoor facility at the Community Centers, in which the concession is located, shall be damaged or destroyed by fire or other casualty, said space shall be promptly repaired, rebuilt or abandoned by the City at its discretion. However the City shall not be obligated to repair or rebuild any improvements made by the concessionaire pursuant to this Agreement – or repair or rebuild any fixture, equipment and other property installed by Concessionaire pursuant to this Agreement.
- E. Taxes – The Concessionaire shall pay any and all taxes or special assessments, which may be levied or assessed upon the concession granted hereunder. The Concessionaire shall pay all taxes on its own personal property and premise described herein.
- F. Signs – Concessionaire shall not affix/attach (or permit the attachment of) any flags, placards, signs, poles, wires, aerials, antennae or fixtures to the outside of the premises, without the prior written consent of the Miami Gardens Parks and Recreation Department. Any/All flags, placards, signs, poles, wires, aerials, antennae or fixtures that the Parks and Recreation Director, or designee, has given permission to attach, to the outside of the premises, must be done so in accordance with all City, County and State laws, ordinances, rules and regulations.
- G. Permits and License – the Concessionaire shall obtain, at their own expense, all permits and licenses (such as City Occupational License, County Occupational License and Department of Business Regulation Hotel and Restaurant License) which may be required by any governmental agency. The Concessionaire shall adhere to all the applicable laws and ordinances of the City, Miami-Dade County, State of Florida and Federal Government. The City must be provided copies of all such documents prior to contract award.
- H. Food handling procedures and personnel must meet standards of cleanliness and neatness which meet the required standards of the health department.
- I. Electrical Equipment – Concessionaire shall provide the City with a list of all electrical equipment to be utilized as part of its operation under the terms of this agreement for all Indoor Concessions.
- J. Disposition of Equipment – Upon the termination of this agreement by lapse of time or otherwise (except for Concessionaire's default), the Concessionaire shall have the right (or obligation upon direction of the city) to remove, without damage to City property or premises, all equipment and personal property installed or located within the concessions. However, this removal does not include pipes, conduit, wiring, refrigerator, ice machine and/or sinks. Concessionaires shall have a reasonable time, not to exceed fifteen (15) days, to remove such personal property and shall within twenty (20) days, restore the premises to the condition (ordinary wear and tear excepted) of said property before such installations. The City shall conclude that the Concessionaire has abandoned any such equipment and personal property which has not been removed within the said fifteen (15) days (unless the City has granted an extension in writing for this purpose).
- K. Rules and Regulations – the Concessionaire shall observe and obey all rules and regulations applicable to users of the facilities (which may, from time to time during the term of the agreement, be promulgated by the Parks and Recreation Department Director, or designee, or other lawful authority, for the care, operation, maintenance and protection of the facility).
- L. Right of Access – the City hereby grants the Concessionaire the right of access and ingress to and egress from the premises by the Concessionaire and its employees, Concessionaires, suppliers, servicemen, subleases, guests, patrons and invitees (provided, that such rights of access, ingress and egress are at all times, exercised in conformance with any and all regulations promulgated by the Parks and Recreation Director or designee, or other lawful authority, for the care, operation, maintenance and protection of the facilities and the public – and applicable to all users of said facilities).
- M. Closing of Concession Areas – the City maintains the right to close any part (or all) of the Facilities either permanently or temporarily. If the Facilities are thereafter re-opened, during the

term of the agreement, the concessionaire shall commence servicing said facilities again, upon City approval.

N. Reports

1. Monthly – On or before the tenth (10th) day of each calendar month during the term of this agreement, Concessionaire shall deliver to the Parks and Recreation Director or designee, a report (certified in writing by an officer of the Concessionaire for correctness) showing gross receipts from sales applicable to the concessions. The report shall include beginning inventories with additions and subtractions thereto, ending inventories, units sold, dollar price per unit and total dollar amount and volume sold per item.
 2. Quarterly – The successful Concessionaire agrees to furnish the City a pro-forma sales audit report covering each quarter's operation of the general food service, no later than thirty days after the closing each quarter.
 3. Yearly – Within ninety (90) days from the end of the Concessionaire's fiscal year during the term of this agreement, the Concessionaire shall deliver annually to the Parks and Recreation Director, or designee a certified statement (prepared by a Certified Public Accountant acceptable to the City) showing gross receipts from sales applicable to the Concession for the preceding Concessionaire's fiscal year. Said report shall show separate amounts by indoor concession, mobile concessions and and/or vending.
- O. Non-exclusive Rights – It is expressly herein provided that the rights and privileges granted are non-exclusive, and nothing contained herein shall preclude the City from entering into other agreements with any other party or parties during the term of the agreement for the sale in any part of the facilities except the concession for the same or similar merchandise which Concessionaire is permitted to sell hereunder:
4. Non-City Sponsored Events – a non-city sponsor of a one-time special event with prior written approval from the Parks and Recreation Director, or designee may be allowed to provide concession services for an event in conjunction with the Concessionaire.
 5. City Sponsored Special Events - the City reserves the right, with prior written approval from the Parks and Recreation Director or designee, to allow Concessionaire, in addition to the contracted Concessionaire under this agreement, to provide concession services at the City's sponsored one-time special event if it is deemed in the best interest of the City.
- P. Advertising – all advertising of the concessions by the Concessionaire is to be approved by the Parks and Recreation Director, or designee prior to production and distribution.
- Q. Storage – the Concessionaire may only utilize the Concession location for the storage requirements of the Indoor Concessions since the Indoor Concession is housed in the location. If the City determines that this facility is being used for other purposes, the agreement is subject to immediate termination.
- R. Concessionaire may provide at his/her own expense any legal devices, installation, or equipment designed for the purpose of protecting the premises from theft, burglary, or vandalism, provide however, that written approval for any such installation be first obtained from the Parks & Recreation Director, and at the termination of contract, ownership of the device reverts to the City of Miami Gardens.
- S. If the successful Concessionaire anticipates hiring any additional personnel for this contract, then the City encourages Concessionaire to hire qualified City of Miami Gardens residents. Provide the number of anticipated staff required and your recruitment methods for hiring local residents on the form herein.

10.0 REQUIREMENTS/RIGHTS OF CITY

- A. The City will pay all utilities, such as electrical, gas and phone(including hookups if required for new service) as related fixtures and connections, however, the City reserves the right to inspect the concession stands to insure conversation of the resources is being practiced by the Concessionaire. Blatant disregard of conserving measures shall be noted and the

Concessionaire notified immediately in writing. Failure to correct the situation upon thirty (30) days written notice shall be reason to cancel this contract.

- B. The City will provide a refrigerator, ice machine, and sink at Betty T. Ferguson Recreational Complex, Miami Carol City Park, and Brentwood Park indoor concession stands and a refrigerator and an ice machine at Scott Park indoor concessions. The City will provide maintenance for provided equipment as well as maintenance of facilities to provide a good safe, sanitary and neat facility. Maintenance will include, repairs of leaks, malfunctioning of equipment, etc. The City will determine if any repairs needed is caused by Concessionaire's misuse of equipment or facility.
- C. The City's Parks & Recreation Director or designee will perform periodic review of the Concessionaire's staffing levels to determine if the patron demand is being met efficiently and whether or not the Concessionaire is able to increase staff. If additional staff is needed, it will be at the sole expense of the Concessionaire.
- D. The City reserves the right to prepare, sell, distribute or serve food – otherwise provide concessions, programs or novelties to facility users as a means of encouraging charity functions or public or private events
- E. Any and all vending machines in place at time contract is executed shall remain in operation.
- F. The City shall have the right to inspect, as deemed necessary, any and/or all of the Concessionaire's operations, including plants, warehouses and (when accompanied by the Concessionaire's representative) other sources, who prepare or supply food, milk, beverage or other items to insure full compliance with health and sanitation standards. Based upon such inspections, the City may reject any food, milk, beverage or other items not conforming to health sanitation standards.

11.0 SUB CONTRACTOR/THIRD PARTY

A list of subcontractors that may be used must be submitted with proposal. Identify each individual on your team and provide the following information:

- Name
- Professional credentials – Title, telephone number
- Office Address
- Email Address
- Brief description of the individual's role and duties for the Concessions
- Individual resume

Subcontractors must be able to meet, at a minimum, the following criteria:

- The term of any sub-lease cannot exceed the term or any remaining portion thereof the successful concessionaire agreement.
- Successful Concessionaire will be required in any concession agreement to provide copies of all executed sub-leases to the City's contract manager.
- All sub-leases shall state in their text that the City of Miami Gardens is a second party beneficiary to such sub-lease, with the right to assert legal standing in any court action to enforce any term or condition of the main concession agreement or any sub-lease entered pursuant to that agreement.
- All sub-leases must contain language confirming the sub-lessee knows and is required to comply with, all of the terms and conditions of the concession agreement, as they would apply to the proposer, including but not limited to insurance requirements and the authority of the City to examine and audit books and records.

The successful Concessionaire will be procured and engaged to provide services to the City as an independent contractor, and not as an agent or employee of the City. Accordingly, the Concessionaire shall not attain nor be entitled to any rights or benefits of the City, nor any rights generally afforded

classified or unclassified employees. Concessionaire further understands that Florida Workers' Compensation benefits available to employees of the City are not available to Concessionaire, and agrees to provide workers' compensation insurance for any employee or agent of Concessionaire rendering services to the City under this Agreement.

12.0 MANDATORY PRE-PROPOSAL CONFERENCE/SITE VISIT

A mandatory pre-proposal conference/site visit will be held on Tuesday, April 19, 2011, at 1:00 p.m. E.S.T. at City Hall, 1515 NW 167th Street, Suite 200, Miami Gardens, Florida 33169. Site Visits of the indoor concession areas will be held on the day of the pre-bid conference only. **No additional access to inside areas will be allowed.** Only Bidders attending this conference will be allowed to submit proposals. **Any Bidder arriving later than 1:15 p.m. will not be allowed in and will not be allowed to submit a bid.**

13.0 DEFAULT IN PAYMENT

In the event the Vendor fails to pay the monthly fee within five (5) days of the due date, there shall be an additional charge of \$50.00 per month plus interest fees payable to the City for such late payment.

If the payment and accumulated penalties are not received within fifteen days after the due date, the City may take the necessary steps to cancel the contract.

14.0 ADDITIONAL REQUIREMENTS OF CONTRACTOR

The City of Miami Gardens is seeking to use this service as a means to provide employment opportunities to city residents that are currently unemployed. Therefore, the City is asking that each vendor submit a list of the number of staffing needed to fulfill this contract along with their bid.

While this is not a mandatory requirement, it should be noted that vendors that submit staffing needs and a commitment to hiring unemployed city residents will receive preferred rating of their bid.

15.0 PROPOSAL DUE DATE

Sealed proposals shall include one original (clearly marked), one (1) CD and four (4) complete bound copies with all appropriate attachments to be received at Miami Gardens City Hall until 2:00 p.m., eastern standard time, Thursday, **May 5, 2011.**

Proposals should be addressed as follows for mail delivery:

Procurement Department
City of Miami Gardens
1515 N.W. 167th Street; Bldg. 5 Suite 200
Miami Gardens, Florida 33169

For Proposals hand delivered:

Procurement Department
City of Miami Gardens
1515 NW 167th Street; Bldg. 7 Suite 440
Miami Gardens, Florida 33169

Submitted envelopes should be clearly marked "IMPORTANT PROPOSAL, ENCLOSED – RFP#10-11-035(A)– re-bid" CITY OF MIAMI GARDENS PARKS CONCESSION MANAGEMENT "

16.0 SUBMISSION OF PROPOSAL

Incurred Expenses:

The City is not responsible for any expenses which proposers may incur preparing and submitting proposals called for in the Request for Proposals.

Interviews:

The City reserves the right to conduct personal interviews or required presentations on all proposers prior to selection. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc).

Proposal Acknowledge:

By submitting a proposal, the proposer certifies that the proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

Request for Additional Information:

The proposer shall furnish such additional information as the City of Miami Gardens may reasonably require. This includes information which indicates financial resources as well as ability to provide the system and/or services. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Miami Gardens Police Department.

Acceptance/Rejection/Modification to Proposals:

The City reserves the right to reject any and all proposals, and to waive minor irregularities in the procedure.

Proposals Binding:

All proposals submitted shall be binding for one hundred fifty (150) calendar days following opening.

Proposal Withdrawal:

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the scheduled opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide receipt for the proposal. Proposals, once opened, become the property of the City and will not be returned to the Proposers.

Proposal Disclosure:

Upon opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke in writing the exemptions to disclosure provided by law in the response to the RFQ by providing the specific statutory authority for claimed exemptions, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

17.0 CONDITIONS OF PROPOSALS

- A. Late Proposals – Proposals received by the City after time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of proposals.
- B. Completeness – All information required by this RFQ must be supplied to constitute an acceptable proposal.

- C. Public Opening – All proposals will be publicly opened at the time and place specified. Proposals may be reviewed by any person ten (10) days after the opening or recommendation of award which ever occurs sooner.
- D. Award Presentation – The City Manager will present to City Council for acceptance and final award, one or more of the proposals, or reject all proposals, within one hundred and fifty (150) calendar days from the date of opening of proposals.
- E. Executive Summary – Proposers will be required to provide at least eight (8) executive summary(s) for Council review. Summary will be requested after bid opening.
- F. Oral Presentations – Proposers may be requested to provide oral presentations to staff and to City Council. Recommended Vendor will be required to attend City Council meeting.

18.0 PERFORMANCE BOND

The successful proposer will be required to furnish to the City of Miami Gardens, a Performance Bond in the amount of One Year's Payment for Concession Management, to be in the form of a Cashier's Check, made payable to the City of Miami Gardens; or an Irrevocable Letter of Credit. If the latter is chosen, it must be written on a bank located in Miami-Dade County, be in the amount of one year's payments and should clearly and expressly state that it cannot be revoked until express written approval has been given by the City of Miami Gardens. The City, to draw on same, would merely have to give written notice to the bank with a copy to the successful proposer. The bond may be returned upon final successful completion of first year of contract.

19.0 TERMS AND CONDITIONS OF CONTRACT

The contract to be entered into with the successful proposer(s) will include, but not be limited to, the following terms and conditions.

The proposer shall agree to indemnify and hold harmless and pay on behalf of the City, for any liability and/or legal costs arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

The City shall not be liable to the Concessionaire (including its agents, representatives, or employees) for any injury to (or death of) any person; for any damage to the Concessionaire's property; or for the loss of revenue caused by any third persons in the maintenance, construction or operation of said facilities ; by its appurtenances, facilities and equipment; or by any third persons using the said facilities or its appurtenances, facilities or equipment – whether such injury, death or damage is due to negligence or otherwise. The third person shall include all agencies of the USA and the State of Florida as well as all persons other than the City. The Concessionaire is responsible for all damage or loss by fire, theft or otherwise to concession stands (including their contents), materials, tools, equipment and consumables left on City property by the Concessionaire.

The contract shall begin after City Council award and be in effect for two (2) years with two (2) additional one-year renewal terms. Contract renewal shall be the City's prerogative; not a right of the contractor and will be exercised based on satisfactory performance and determination that the contract is in the best interest of the City.

The City reserves the right, at their sole discretion, to renegotiate the amount of flat user monthly fee paid to City and/or to negotiate a monthly user fee percentage fee to be paid to the City for second year of contract and every year thereafter.

- a. The Concessionaire will need to specify a recommended monthly User Fee percentage to be paid to the City from the Food and Beverage Concession. All payments shall be payable to the City on a monthly basis, and shall be delivered to the place designated by the City. All payments must be accompanied by a monthly expense and revenue report as well as the State Sales Tax report. Payments are due the first of each month with the final payment due immediately upon termination of the Agreement.
- b. User Fee when premises is NOT usable – the Concessionaire shall not be obligated to operate the concessions or to pay a User Fee during the times when the specified premises concessions area is not usable through no fault or negligence of the concessionaire, its staff or agents.
- c. Gross Receipts – the term means the total sales of all food, beverage and miscellaneous items sold as well as the charges made for all services performed by the Concessionaire in or upon any part of the premises, whether for cash or credit (whether collected or not) pursuant to this agreement.

The following are deductions that can be subtracted from the total monthly sales:

1. Federal, State, Municipal or other Government Excise Tax (except Federal Manufacturer's Excise Tax).

Receipts from the sale of grease or other scrap material resulting from the operation of Concessionaire's business conducted from or at the Concession area

The City shall have the option of terminating the contract by giving the Concessionaire thirty (30) days written notice.

20.0 REFERENCES

Please provide a list of five (5) clients/municipalities that have utilized the services being proposed to the City.

Include:	Name
	Address
	Contact
	Telephone & Facsimile Number
	E-mail address
	Date of Contract

Indicate at least three clients with whom the City may speak with during the evaluation phase. It is the responsibility of the proposer to ascertain that the contact person will be responsive.

21.0 PROCEDURE FOR REVIEW

A Committee has been established to review and evaluate all proposals submitted in response to this RFP. The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this RFP.

The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements will disqualify a proposal.

The City Procurement Manager will notify all proposers whose proposals are within the competitive range. The competitive range is determined by the City, and will include all proposals with a

reasonable chance of being selected for award, considering experience and other pertinent factors based upon evaluation criteria.

The City reserves the right to reject any and all proposals and to waive minor irregularities in the proposal. The City further reserves the right to seek new proposals when it is in the best interest of the City to do so.

22.0 EVALUATION OF PROPOSALS

Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below.

- A.** Evidence of ability, capacity & skill of firm to perform, including timeliness, stability, availability. (Max. 10 points) Clearly demonstrate your understanding of the services to be provided, methodologies for meeting the requirements of this proposal including the hiring of local residents
- B.** Services to be provided. (Max. 20 points) Include a detail list of food items, beverages, & suggested prices which will be offered to Miami Gardens patrons
- C.** Flat User Fee payable to City (Max 25 points) Proposer shall submit a monthly or annual fee plus monthly percentage fee of gross sales, flat monthly user fee for first year of the services required in this proposal. Proposer may also include alternate revenues for the City.
- D.** Equipment to be utilized: provide number of mobile concession trucks and/or trailers, owned or leased, provide list of additional equipment which will be utilized (e.g. popcorn, hot dog, etc.) provide photographs of each (max 15 points)
- E.** Successful experience & background in similar services, including financial stability (Max. 10 points)
- F.** Background & experience of Concessionaire. Include resumes, qualifications, education, certificates (Max. 5 points)
- G.** Firm(s) with an office located in the City of Miami Gardens for at least 6 months prior to this RFQ. (Max 10 points) – Copy of Business Tax License required.
- H.** Firm(s) who've contributed to local school(s) per City Ordinance 2008-20-156 (Max. 5 points) Copy of commitment letter from principal is required.

23.0 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of proposers to assure that they have all information necessary for submission of their proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the City Procurement Manager, in writing on or before **April 25, 2011**, and fax to: (305) 474-1285, e-mail: pthompson@miamigardens-fl.gov.

24.0 INFORMATION REQUIRED OF PROPOSER

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is required that the proposals be organized in the manner specified.

- A.** Proposal Format:
Proposal shall be in the following order:

Title Page, Table of Contents, Letter of Transmittal, All documents requiring signatures (i.e. Proposal Certificate, Questionnaire, etc.), Qualifications, General Information, Specific Information, References, Cost, Samples.

B. Title Page:
Name of Proposer's Vendor/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City's account, date, and the subject RFP#10-11-035(A) –re-bid CITY OF MIAMI GARDENS PARKS CONCESSION MANAGEMENT

C. Letter of Transmittal:
Limit to one or two pages. Briefly state the Proposer's positive commitment and understanding of the work to be performed.

D. General Information:
State if Vendor is local, national, or international and indicate the Vendor's legal status (corporation, partnership etc.).

Give the date Vendor was organized and/or incorporated, and place of incorporation.

A summary of the Vendor's financial resources (including the latest year audited financial statements and holding Vendor).

Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.

State if the Vendor is licensed, permitted and/or certified in the State of Florida, attach copies of all such licenses issued to the business entity.

E. Specific Information
Lists of food items, beverage items, mobile concessions (trucks/trailers) prices and menus

F. Provide the number of anticipated staff required and your recruitment methods for hiring local residents.

Any supplemental materials which might enhance the City's understanding of the Vendor and its capabilities and experience.

G. Insurance Requirements
Proposer's must submit with their proposal, proof of insurance meeting or exceeding the following requirements or a letter of intent to provide the following requirements if awarded the contract:

- Workers' Compensation Insurance – as required by law and Employer's Liability Insurance - \$1,000,000 The City of Miami Gardens will not accept filed certificates of exemption forms for Worker's Compensation Insurance.
- Fidelity/dishonesty coverage - \$100,000 per occurrence
- General Liability Insurance - \$1,000,000 for each occurrence, general aggregate, personal injury and products/completed operations
- Automobile Liability Insurance - \$500,000 per occurrence, \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

The successful proposer(s) must submit, prior to signing of contract, a Certificate of Insurance naming the City of Miami Gardens as additional insured.

- G.** References
- H.** Proposer's Certification Form, Insurance Certifications, Licenses, Drug Free Workplace Affidavit, W-9 form, Questionnaire, MBE Good Faith, Bidder's Affidavit, Suggested Menus
- I.** All proposal submittals must be accompanied by a 5% bid bond to be in the form of a Cashier's Check made payable to the City of Miami Gardens; a bond written by a surety company authorized to do business in the State of Florida and shall comply with State Statute 287.0935. The bond of all unsuccessful proposers will be returned after bid award, and the bond of the successful proposer will be returned upon execution of contract and submittal of performance bond.

25.0 RIGHTS TO AUDIT

The Concessionaire may be subject to audit by federal, state and local agencies pursuant to this contract. The Concessionaire shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least three (3) years from the date of final payment. The City shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Concessionaire and the City.

26.0 PURCHASING CARD PROGRAM

The City has implemented a purchasing card program through Sun Trust Bank, using the VISA network. Contractors with purchasing card capability will receive payment from the VISA purchasing card in the same manner as other Visa purchases. Accordingly, respondents with present purchasing card capability shall have the ability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. The City can only accept VISA, however, the purchasing card is not the exclusive method of payment. Please indicate your ability to accept Visa purchasing card on Proposal Form.

27.0 DEFAULT/FAILURE TO PERFORM:

The City shall be the sole judge of nonperformance, which shall include any failure on the part of the Proposer to fulfill any portion of this contract within the time stipulated.

Upon default by the successful Proposer to meet any terms of this agreement, the City will notify the Proposer five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Proposer's part to correct the default within the required five (5) days shall result in the contract being terminated. The City will notify the developer in writing of its intentions with the effective date of the termination. The following shall constitute default:

- A) Failure to perform the work required under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
- B) Failure to begin the work under this contract within the time specified.
- C) Becoming insolvent, being declared bankrupt, or committing act of bankruptcy or insolvency, or making an assignment renders the successful bidder incapable of performing the work in accordance with and as required by the contract.
- D) Failure to comply with any of the terms of the contract in any material respect.

In the event of default of the contract, the successful Proposer shall pay all attorney's fees and court costs incurred in collecting any damages. The successful Proposer shall pay the City for any and all costs incurred in ensuing the duration of the contract.

28.0 CONFLICT OF INTEREST AND CODE OF ETHICS

As provided in Article 9 Ethics in Public Contracting of the City of Miami Gardens Ordinance No. 2005-10-28 and Ordinance 2008-03-139 "Cone of Silence", from the time of advertising until the City Council deliberates on the making of an award, there is a prohibition on communication with the City Manager and his staff and Mayor and City Council. The ordinance does not apply to oral communications at pre-bid/proposal conference, oral presentations before selection committees, contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City employee, official or member of the City Council unless specifically prohibited by the applicable RFP, RFQ or bid documents. A copy of all written communications must be filed with the City Clerk. Violation of the Cone of Silence Ordinance will disqualify proposer from further participation in the process.

29.0 ANTI-DISCRIMINATION

The Proposer certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

30.0 TAXES

The City of Miami Gardens is exempt from all Federal Excise and State taxes. The applicable tax exemption number is shown on the Purchase Order.

31.0 APPLICABLE LAW AND VENUE

The law of the State of Florida shall govern the contract between the City of Miami Gardens and the successful Proposer and any action shall be brought in Miami-Dade County, Florida. In the event of litigation to settle issues arising hereunder, the prevailing party in such litigation shall be entitled to recover against the other party its costs and expenses, including reasonable attorney fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

32.0 NON-COLLUSION

By submitting a Proposal, Proposer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor Proposal list(s).

33.0 PROHIBITION OF INTEREST

No contract will be awarded to a Proposing firm who has City elected officials, officers or employees affiliated with it, unless the Proposing firm has fully complied with current Florida State Statutes and City Charter relating to this issue. Proposers must disclose any such affiliation. Failure to disclose any such

affiliation will result in disqualification of the Proposer and may result in removal from the vendor Proposal list(s).

34.0 FLORIDA PUBLIC RECORDS ACT

All material submitted regarding a Proposal becomes the property of the City. Proposals may be reviewed by any person ten (10) days after the public opening. Proposers should take special note of this as it relates to any proprietary information that might be included in their offer.

Any resulting contract may be reviewed by any person after the contract has been executed by the City. The City has the right to use any or all information/material submitted in response to this Proposal and/or any resulting contract from same. Disqualification of a proposer does not eliminate this right.

35.0 DISPUTES

Any actual or prospective bidder, proposer, or offeror who is aggrieved in connection with a solicitation or award of a Bid or Contract may avail themselves of the procedures contained in Ordinance 2007-25-131, as amended, in order to resolve disputed matters or complaints.

The Procurement Manager shall post the intended award recommendations. Posting will be on the City's web site for public viewing.

Any actual or prospective bidder, proposer or offeror, who is aggrieved in connection with the solicitation or award of contract may file a written protest with the City Clerk and mailed by the protester to all responders to the RFP within seventy-two hours (72) hours of the City's recommendation for award or the City's actual award whichever comes first. The written protest shall state all the particular grounds on which it is based, shall include all pertinent documents and evidence. The protest letter to the City Clerk shall include proof of mailing/receipt to other responders to the bid and shall be accompanied by a cashier's check for \$500.00 representing the filing fee, plus a cost bond for \$2,500.00 to reimburse the City for all administrative costs associated with the appeal process. The \$2,500.00 bond shall be returned to the Protester if the Protester prevails in the hearing before the hearing examiner/special master. If the Protester does not prevail, the City shall keep the bond. Any grounds not stated shall be deemed waived.

Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the vendor of all rights of protest under this Bid/Proposal Protest Procedure.

In the event of a timely protest, the City Manager shall select a hearing examiner or special master, who shall be a member of the Florida Bar, who shall hold a hearing and submit written findings and recommendations within fifteen (15) days of the filing of the protest. The hearing examiner shall consider the written protests, supporting documents in evidence, the City's recommendations and supporting documentation and all evidence presented at the hearing. Such finding and recommendation shall be filed with the City Clerk.

The hearing examiner's findings and recommendations shall be final. Appeals of a decision by the hearing examiner shall be to the Miami-Dade County Circuit Court. The prevailing party in the appeal may be entitled to recover any and all attorneys' fees and costs incurred in the appeal.

36.0 LOCAL PREFERENCE

In accordance with the City of Miami Gardens Code of Ordinances No. 2005-26-64 Sec. 16, regarding preference to local business, when evaluation percentages are used to evaluate, and when a non-local

business is the highest ranked proposer, and the ranking of a local proposer is within 10% of the ranking, then the local proposer shall proceed to negotiate. When a local business's price is within 10% of the lowest non-local business, then the local business can offer a best and final bid, within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-local business. Point structure as follows:

- Maximum 10 points: local consultant is the prime consultant
- Maximum 8 points: local consultant is sub-consultant

37.0 PREFERENCE MONETARY CONTRIBUTIONS TO LOCAL SCHOOLS

In accordance with the City of Miami Gardens Code of Ordinance No. 2008-20-156 regarding preference to businesses that make monetary contributions to local public schools, when evaluation percentages are used to evaluate, and when a non-contributing business is the highest ranked proposer, and the ranking of a contributing proposer is within 5% of the ranking, then the contributing proposer shall proceed to negotiate. When a contributing business's price is within 5% of the non-contributing business, then the contributing business can offer a best and final bid within five days of bid opening, equal to or lower than the amount of the low bid submitted by the non-contributing business. Lists of local schools and complete ordinance can be viewed on the City's web page www.miamigardens-fl.gov. The City estimates that the total spend per firm over the life of the contract will be in excess of \$50,000.

38.0 MINORITY BUSINESS ENTERPRISES:

The City of Miami Gardens encourages Minority Business Enterprises to participate in this solicitation. Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services.

The City of Miami Gardens encourages prime contractor, if subcontractors are to be let, when economically feasible, to take affirmative steps to assure that Minority Businesses are used when possible. Affirmative steps shall include:

- Placing qualified minority businesses on solicitation lists;
- Assuring that minority businesses are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority, women's businesses;
- Establishing delivery schedules, where the requirement permits, which encourage participation minority businesses;
- Using the services and assistance of the Minority Business Development Agency of the Department of Commerce.

AGREEMENT FOR PARKS CONCESSION MANAGEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "City"), and _____, a Florida corporation, (hereinafter referred to as "Concessionaire") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, on _____, the City advertised Bid Document No. 10-11-035(A); and

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

WHEREAS, at a meeting held on _____, the City Council selected the Concessionaire and agreed to contract with Concessionaire to perform the services described in the City's Request for Proposal (hereinafter referred to as "RFP") and Concessionaire's Proposal submitted in response to the RFP,

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

Article 1 Incorporation by Reference.

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

- (i) Specifications and Proposal Documents prepared by the City for Exercise and Fitness Management and Health Promotion Services RFP#10-11-035(A)(Exhibit 1).

- (ii) Proposal for the City of Miami Gardens prepared by Concessionaire dated _____ (Exhibit 2).

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

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

Article 2 Scope of Work

The scope of services shall consist of indoor concession management services and mobile concession management services for the Miami Gardens Parks and Recreation Department as outlined in the City's RFP, Section 5 – Scope of Services through Section 10 – Requirements of Concessionaire (hereinafter referred to as "Services"). Concessionaire shall perform the work under the general direction of the City and shall furnish all labor, materials, supplies, equipment, supervision and services necessary for an incident to the performance of the work, except as otherwise noted in specifications. By signing this Agreement, Concessionaire represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the Work and the conditions under which the Work is to be performed.

Article 3 Qualifications

Concessionaire and the individual executing this Agreement on behalf of the Concessionaire warrant to the City that the Concessionaire is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing and that Concessionaire possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Concessionaire ensures that all personnel have the minimum qualifications and hold the required certificates and licenses as stipulated in the RFP, and that they remain current throughout the entire contract.

Concessionaire shall, at its own expense, provide for criminal background checks, including sexual offender checks, of all personnel.

Article 4 Compensation

Concessionaire shall provide all Services identified in RFP#10-11-035, Section 5.0, Scope of Services. For all Services provided by Concessionaire, the Concessionaire shall pay City \$_____ annually plus ____percent (____%) of the gross adjusted revenue collected at sporting events. Concessionaire shall submit monthly reports for Services to the Parks and Recreation Department (hereinafter referred to as "the Department"). Concessionaire shall remit payment for all user fees within ten (10) days after the end of previous month. All reports shall be in compliance with proposal specifications.

Concessionaire shall make no charges or deductions to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless otherwise noted in the specifications.

Article 5 Gross Receipts Defined

The term "gross receipts" is defined as the total amount charged for the sale of any goods or services (whether or not such services are performed as a part of or in connection with the sale of goods) provided in connection with this Concession, but not including any of the following:

1. Gratuity to employees; concessionaires' gratuity given directly to employees either by cash or debit or credit card, which must be expressly identified as gratuity.
2. Cash discounts allowed or taken on sales;
3. Any sales taxes, use taxes, or excise taxes required by law to be included in or added to the purchase price and collected from the consumer or purchaser and paid by Concessionaire;
4. Refunds from, or the value of, merchandise, supplies, or equipment returned to shippers, suppliers, or manufacturers;

Concessionaire shall not reduce or increase the amount of gross receipts, as herein defined, as a result of any of the following:

1. Any error in cash handling by Concessionaire or Concessionaire's employees or agents;
2. Any losses resulting from bad checks received from the consumers or purchasers; or from dishonored credit, charge, or debit card payments; or any other dishonored payment to Concessionaire by customer or purchaser;
3. Any arrangement for a rebate, kickback, or hidden credit given or allowed to customer;

Article 6 Late Payment Fee

1. Failure of Concessionaire to pay any of the revenue payments or any other fees, charges, or payments required herein on time is a breach of the Agreement for which City may terminate same or take such other legal action as it deems necessary.

2. Without having any rights available at law, in equity or under the Agreement, in the event of late or delinquent payments by Concessionaire, the latter recognizes that City will incur certain expenses as a result thereof, the amount of which is difficult to ascertain. Therefore, in addition to monies owing, Concessionaire agrees to pay the City a late fee set forth below to compensate City for all expenses and/or damages and loss resulting from said late or delinquent payments.
3. The charges for late or delinquent payments shall be \$50.00 for each month late plus interest calculated at the rate of eighteen percent (18%) per annum or one and one-half percent (1.5%) each month, assessed daily, on the balance of the unpaid amount. Payments shall be considered past due if postmarked after the fifteenth (15th) day of the month in which payment is due.
4. The acceptance of a late revenue payment by City shall not be deemed as a waiver of any other breach by Concessionaire of any term or condition of this Agreement other than the failure of Concessionaire to timely make the particular revenue payment so accepted.

Article 7 Annual Accounting Adjustment

At the end of each twelve (12) month period during the term hereof, Concessionaire shall prepare and submit to City a statement showing the total gross receipts for the said twelve (12) month period and the revenue paid to City for the said twelve (12) months. If the sums paid by Concessionaire during said period exceed the minimum annual fees as well as the annual percentage charges computed as set forth in this Section, whichever is greater, such overpayment shall be credited to the revenue payment thereafter due from Concessionaire.

Article 8 Retention of Records

Concessionaire shall maintain during the term of the Agreement and for three (3) years thereafter, all of its books, records and accounts as may be necessary in order to record complete and correct entries related to this Agreement. Concessionaire shall allow access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by Concessionaire in conjunction with this Agreement. Concessionaire's failure to grant such access shall be grounds for immediate termination of this Agreement by the City.

Article 9 Cash and Record Handling Requirements

If requested by City, Concessionaire shall prepare a description of its cash handling and sales recording systems and equipment to be used for operation of the Concession which shall be submitted to City for approval.

Concessionaire shall be required to maintain a method of accounting of the Concession which shall correctly and accurately reflect the gross receipts and disbursements received or made by Concessionaire from the operation of the Concession. The method of accounting, including bank accounts, established for the Concession shall be separate from the accounting systems used for any other business operated by Concessionaire or for recording Concessionaire's personal financial affairs.

Such method shall include the keeping of the following documents:

1. Regular books of accounting such as general ledgers.
2. Journals, including supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.
3. Federal income tax returns and sales tax returns and checks and other documents proving payment of sums shown.
4. Cash register tapes shall be retained so that day-to-day sales can be identified. A cash register must be used in public view which prints a dated double tape, indicating each sale and the daily total.
5. Any other accounting records that City, in its sole discretion, deems necessary for proper reporting of receipts.

Article 10 Method of Recording Gross Receipts

Unless otherwise specified in the Agreement, Concessionaire shall obtain and install a cash register(s) dedicated to each facility on which it shall record all gross sales, including hosted bar sales. The cash register shall be non-resettable and sufficient to supply an accurate recording of all sales on tape.

Concessionaire shall not purchase or install the cash register before obtaining the City's written approval of the specific register to be purchased. All cash registers shall have a price display which is and shall remain at all times visible to the public. Printed receipts shall be provided to the patron for all transactions.

Article 11 Annual Statement of Gross Receipts and Expenses

Concessionaire shall transmit a Statement of Gross Receipts and Expenses (Profit and Loss Statement) for the Concession operations as specified in the Agreement, in a form acceptable to the City, after the close of each calendar year

during the term of the Agreement. Such Statement must be prepared by a Certified Public Accountant (CPA) and shall not include statements of omission or non-disclosure. The charges for late or delinquent Statements shall be \$50.00 per month.

In addition, City may for time-to-time conduct an audit and re-audit of the books and businesses conducted by Concessionaire and observe the operation of the business so that accuracy of the above records can be confirmed. If the report of gross sales made by Concessionaire to City shall be found to be less than the amount of gross sales disclosed by such audit and observation, Concessionaire shall pay City within 30 days after billing any additional rentals disclosed by such audit. If discrepancy exceeds 2% and no reasonable explanation is given for such discrepancy, Concessionaire shall also pay the cost of the audit.

Article 12 Term

This Agreement shall commence upon the execution by both parties and shall continue for three (3) years, unless terminated sooner as provided for in this Agreement. The Concessionaire understands and acknowledges that the Services to be performed during the three (3) year term will be governed by this Agreement, and that there is no guarantee of future work being given to the Concessionaire.

Parties agree and understand that this Agreement shall be renewable after the expiration of the initial three (3) year period based upon satisfactory performance and the contract is in the best interest of the City with terms and conditions to be agreed upon by City and Concessionaire.

Parties agree and understand that the City reserves the right, at their sole discretion, to renegotiate the amount of flat user monthly fee paid to City and/or to negotiate a monthly user fee percentage fee to be paid to the City for second year of contract and every year thereafter.

Article 13 Indemnification

Concessionaire shall indemnify and hold harmless the City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Concessionaire or its employees, agents, servants, partners, principals or Subconcessionaires. Concessionaire shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Concessionaire expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by

Concessionaire shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided. One percent (1%) of the contract amount shall represent the consideration to be provided for this indemnification. Nothing contained herein shall be deemed a waiver of sovereign immunity.

Article 14 Insurance

Concessionaire shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and One Million (\$1,000,000.00) Dollars, per incident, for property damage.

Concessionaire shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$500,000.00 or each occurrence and \$500,000.00 combined single limit.

Such liability policy of insurance shall designate the City as an additional insured and Concessionaire shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

Concessionaire shall also provide City with proof that Concessionaire has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Concessionaire.

Concessionaire shall also provide City with proof of Employee Fidelity/dishonesty coverage - \$100,000 per occurrence

Concessionaire shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

Article 15 Termination

The City may, for its convenience and without cause, terminate this Agreement by giving Concessionaire written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the City's desire to terminate this Agreement, Concessionaire shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager or his designee.

The City may terminate this Agreement for cause immediately, and without prior notice to Concessionaire. Should the City terminate this Agreement for cause, the City shall provide notice as soon as possible to Concessionaire.

Concessionaire may terminate this Agreement by giving the City written notice at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, Concessionaire and City shall cooperate in good faith in order to effectuate a smooth and harmonious transition from Concessionaire to the City or to any other person or entity the City may designate, and to maintain during such period of transition that same services provide to the City pursuant to the terms of this Agreement.

Concessionaire will take all reasonable and necessary actions to transfer all records, etc. and data of the City in its possession in an orderly fashion to either the City or its designee in a hard copy and computer format.

If either party terminates this Agreement, the City shall only pay Concessionaire for the services provided through the date of termination.

Article 16 Ownership

All aquatic programs, advertising/marketing plans and materials, fee structures, etc. originated or prepared by Concessionaire pursuant to this Agreement including papers, charts, computer programs, and other documentation or improvements thereto shall be owned by the City.

Article 17 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 18 Severability

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

Article 19 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida, with venue lying in Miami-Dade County, Florida.

Article 20 Waiver

The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by Concessionaire of the same, or any other provision or the enforcement thereof. The City's consent to or approval of any act by Concessionaire requiring the City's consent or approval shall not be deemed to render unnecessary the obtaining of the City's consent to or approval of any subsequent consent or approval of Concessionaire, whether or not similar to the act so consented to or approved.

Article 21 Notices/Authorized Representatives

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

City:
Danny Crew, City Manager
City of Miami Gardens
1515 NW 167th Street #200
Miami Gardens, FL 33169

Concessionaire:

With a copy to:
Sonja K. Dickens, Esq.
City Attorney
City of Miami Gardens
1515 NW 167th Street #200
Miami Gardens, FL 33169

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

Article 22 Independent Concessionaire

Concessionaire is and shall remain an independent Concessionaire and is not an employee or agent of the City. Services provided by Concessionaire shall be by employees of Concessionaire and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the City.

Concessionaire shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Concessionaire. The rights granted to Concessionaire hereunder are nonexclusive, and the City reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 23 Assignment

Subject to the provisions above, this Agreement shall not be assignable by Concessionaire.

Article 24 Prohibition Against Contingent Fees

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

Article 25 Attorneys' Fees

Should any dispute arise hereunder, the prevailing party shall be entitled to recover all costs, expenses and attorney's fees incurred in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 26 Non-Discrimination

Concessionaire agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. Concessionaire will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age,

marital/family status or status with regard to public assistance. Concessionaire will take affirmative action to insure that all employment practices are free from such discrimination.

Article 27 Conflict of Interest

Concessionaire agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.1, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 28 Binding Effect

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

Article 29 Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 30 Entire Agreement

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

Article 31 Captions and Paragraph Headings

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

Article 32 Joint Preparation

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

Article 33 Counterparts

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

Article 34 Exhibits are Inclusionary

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

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

Concessionaire: _____ CITY OF MIAMI GARDENS

By: _____

By: _____

Name: _____

City Manager

Title: _____

WITNESS:

ATTEST:

Corporate Secretary

City Clerk, CMM

Approved as to legal sufficiency and form :

City Attorney

DRUG FREE WORKPLACE

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 from businesses that are not located within the City of Miami Gardens are received by the City for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

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

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

Vendor's Signature

PROPOSER'S CERTIFICATION

I have carefully examined the Request for Proposal, General Information, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 150 days in order to allow the City of Miami Gardens adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Consultant as its act and deed and that the Consultant is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, Consultant or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Miami Gardens or any other proposer is interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crimes may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit Proposals on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, sub-contractor or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Sec. 278.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

Name of Business

BY:

Sworn to and subscribed before me
This _____ day of
_____, 20____

Signature

Name & Title, Typed or Printed

Notary Public

Mailing Address

State of _____

City, State, Zip Code

(____) _____
Telephone Number Email Address

(____) _____
Facsimile Number

PROJECT: CITY OF MIAMI GARDENS PARKS CONCESSION
MANAGEMENT

OWNER: CITY OF MIAMI GARDENS

VENDOR:

INSTRUCTIONS

- A. All questions are to be answered in full, without exception. If copies of other documents will answer the question completely, they may be attached and clearly labeled. If additional space is needed, additional pages may be attached and clearly labeled.
- B. The City of Miami Gardens shall be entitled to contact each and every person/Vendor listed in response to this questionnaire. The proposer, by completing this questionnaire, expressly agrees that any information concerning the proposer in possession of said entities may be made available to the City.
- C. Only complete and accurate information shall be provided by the proposer. The proposer hereby warrants that, to the best of its knowledge and belief, the responses contained herein are true, accurate, and complete. The proposer also acknowledges that the City is relying on the truth and accuracy of the responses contained herein. If it is later discovered that any material information given in response to a questions was provided by the proposer, knowing it was false, it shall constitute grounds for immediate disqualification, termination, or rescission by the City of any subsequent agreement between the City and the proposer.
- D. If there are any questions concerning the completion of this form, the proposer is encouraged to contact Pam Thompson, CPPO, Procurement Manager, facsimile: (305) 474-1285.

QUESTIONNAIRE

Proposer's Name: _____

Principal Office Address: _____

Official Representative: _____

Individual

Partnership (Circle One)

Corporation

If a Corporation, answer this:

When Incorporated:

In what State: _____

If Foreign Corporation:

**Date of Registration with
Florida Secretary of State:** _____

Name of Resident Agent: _____

Address of Resident Agent: _____

President's Name: _____

Vice President's Name: _____

Treasurer's Name: _____

Members of Board of Directors:

If a Partnership:

Date of Organization: _____

General or Limited Partnership*: _____

Name and Address of Each Partner:

Name

Address

1. _____

2. _____

3. _____

*Designate general partners in Limited Partnership

1. Number of years of relevant experience in operating similar business: _____

2. Have any similar agreements held by proposer for a similar project to the proposed project ever been canceled?

Yes ()

No ()

If yes, give details on a separate sheet.

3. Has the proposer or any principals of the applicant organization failed to qualify as a responsible proposer, refused to enter into a contract after an award has been made, failed to complete a contract during the past five (5) years, or been declared to be in default in any contract in the last five (5) years?

If yes, please explain:

4. Has the proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

If yes, give date, court jurisdiction, action taken, and any other explanation deemed necessary.

5. Person or persons interested in the proposal and Questionnaire Form _____ (have) _____ (have not) been convicted by a Federal, State, County or Municipal Court of any violation of law, other than traffic violations. To include stockholders over ten percent (10%). (Strike out inappropriate words).

Explain any convictions on a separate sheet.

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:
 - A. List all pending lawsuits:
 - B. List all completed lawsuits:
 - C. List all judgments from lawsuits in the last five years:
 - D. List any criminal violations and/or convictions of the proposer and/or any of its principals:

7. Conflicts of Interest. The following relationships are the only potential, actual or perceived conflicts of interest in connection with this proposal: (If none, so state).

The proposer understands that information contained in this Questionnaire will be relied upon by the City of Miami Gardens in awarding the proposed Agreement and such information is warranted by the proposer to be true. The undersigned proposer agrees to furnish such additional information, prior to acceptance of any proposal relating to the qualifications of the proposer, as may be required by the City Manager.

The proposer further understands that the information contained in this questionnaire may be confirmed through a background investigation conducted by the Miami Gardens Police Department. By submitting this questionnaire, the proposer agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

I certify that the information and responses provided on this Questionnaire are true, accurate and complete. The Owner of the Project or its representatives may contact any entity or reference listed in this Questionnaire. Each entity or reference may make any information concerning the Contractor available to the Owner.

Dated _____, **20**__

INDIVIDUAL, FIRM OR PARTNERSHIP

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail: _____

Social Security Number (OR) Taxpayer Identification Number (TIN): _____

CORPORATION

By: _____ / _____
(Signature) (Print name)

Address: _____

Telephone: (____) _____ Fax: (____) _____

E-Mail: _____

Taxpayer Identification Number (TIN/EIN): _____

State Under Which Corporation Was Chartered: _____

Corporate President: _____
(Print Name)

Corporate Secretary: _____
(Print Name)

Corporate Treasurer: _____
(Print Name)

CORPORATE SEAL

Attest By: _____
Secretary

**LIST OF EQUIPMENT AVAILABLE
FOR THIS CONTRACT**

List all equipment which will be dedicated to the Concession Management as listed in this bid document. (Additional equipment may be submitted on a separate sheet in this format)

Include pictures of each mobile truck and or trailers

EQUIPMENT	NUMBER AVAILABLE	EMPLOYEES & EXPERIENCE ASSIGNED TO OPERATE THIS EQUIPMENT
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

LIST OF SUBCONTRACTORS

The Undersigned states that the following is a full and complete list of the proposed sub-concessionaires on this Contract, and that such list will not be added to nor altered without written consent to the City through the City Representative.

SUB-CONCESSIONAIRE AND ADDRESS

E-Mail Address

(1) _____

(2) _____

(3) _____

(4) _____

(5) _____

(6) _____

(7) _____

DATE

PROPOSER

BY: _____

City of Miami Gardens
Procurement Department

The City of Miami Gardens is seeking to use this project as a means to provide employment opportunities to city residents that are currently unemployed.

BIDDERS AFFIDAVIT

NOTE: This Affidavit must be properly executed by the bidder.

Bid No. _____ Date: _____

Bid Title

Company _____ Name

Authorized _____ Representative

Certifies they will in good faith attempt to hire a total of _____ unemployed residents of the City of Miami Gardens to complete the project as specified herein.

Good faith efforts include but are not limited to the following:

- Advertisement in general circulation media

- Contact local agencies specializing in job placements, e.g. Workforce One, South Florida Workforce, Job Corp etc.

City of Miami Gardens
Procurement Department

Ordinance 2011-01-243, establishes a program enabling the City to collect relevant data to determine if MBEs that are eligible and qualified to perform services on behalf of the City, are being given the opportunity to provide these services. **MBE Certification must be submitted with this form(s)**

A Good Faith Effort

A Good Faith Effort shall be shown on each project or purchase regardless of the dollar amount. Good Faith Effort to secure MBE participation shall be documented and shall include, but not necessarily be limited to, the following actions:

1. Advertisement in general circulation media, trade association publications and minority business enterprise media to provide notice of subcontracting opportunities;
2. Provide notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. Notice shall be given in sufficient time to allow the MBEs to participate effectively;
3. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner;
4. Negotiating in good faith with qualified MBEs for specific sub-bids, including reasons for rejection of any such sub-bids offered.

Contractor Name: _____ Address: _____

Federal ID _____ Phone _____ Email _____

No Sub-Contracting Opportunities existed for this contract

No Firms were contacted because:

This schedule must be submitted with the bid or proposal

Company Name, Address, Phone & Email	Type of Ownership	Trade or Services to be performed	Contact Method
	BM – African Am HM – Hispanic AM – Asian NM – Native Am.		

Collusion

The City will not accept collusion among the prime bidders, an MBE or any other individual business or joint venture, or evidence of undue influence on an MBE to alter the committed quantities or its quotation.

Certification: It is hereby certified that the following information is true and accurate account of contacts and responses for sub-contracting opportunities on this contract

Signed _____ Name/Title _____

Date _____

Request for Taxpayer Identification Number and Certification

**Give form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
or
Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,