

Request for Proposal

NUMBER
RFP 15-FN-005



City of Edgewater

City Park Concession Services

Patricia Drost
Purchasing Technician

LEGAL NOTICE

Notice is hereby given that the City of Edgewater is accepting Sealed Proposals to provide City Park Concession Services. Proposals will be received until **2:00 p.m., on May 15, 2015** by the City Clerk's Office, City Hall, 104 N. Riverside Drive, Edgewater, Florida 32132.

RFP# 15-FN-005 "City Park Concession Services"

Services to be provided shall include, but not be limited to the following:

RFP # 15-FN-005 - City Park Concession Services In accordance with the terms, conditions, and specifications stated herein.

The City of Edgewater has issued this Request for Proposal (hereinafter, "RFP") with the sole purpose and intent of obtaining proposals from interested and qualified firms offering to provide a Concession Services to for various City Parks to include Food and Sundries, Equipment Rental and Non-motorized Recreational Watercraft rentals, in accordance with the specifications stated and/or attached herein/hereto.

A pre-bid conference is not applicable for this solicitation.

A non-mandatory mandatory pre-bid conference will be held on **May 4, 2015**, commencing promptly at **10:00 a.m.**, and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132.

If this pre-bid conference is denoted as "mandatory", prospective proposers must be present in order to submit a bid response.

One (1) original, one (1) copy and one (1) electronic copy on a USB flash drive, of the proposal should be delivered to the City Clerk's Office, City of Edgewater, 104 North Riverside Drive, P.O. Box 100, Edgewater, Florida 32132-0100 in a sealed envelope plainly marked on the outside: **"CITY OF EDGEWATER PARK CONCESSION SERVICES", RFP # 15-FN-005.**

All statements shall be made upon the official bid form which may be obtained on the City's E-Procurement site: www.demandstar.com.

City of Edgewater does not discriminate based on age, race, color, sex, religion, national origin, disability or marital status.

This Public Notice has been posted on the City of Edgewater Finance website: www.cityofedgewater.org, www.demandstar.com, and also posted in the Lobby of City Hall on April 23, 2015.

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1) Introduction/Overview

A) Purpose/Objective

As requested by the City Council of the City of Edgewater, the City of Edgewater Finance Department (herein after, “City”) has issued this Request for Proposals (hereinafter, “**RFP**”) with the sole purpose and intent of obtaining bids from interested and qualified firms offering to provide Concession Services to for various City Parks as described in Section 2) of this document, to include Food and Sundries, Equipment Rental and Non-motorized Recreational Watercraft rentals (i.e., kayaks, paddleboards, canoes, water bikes), in accordance with the specifications stated and/or attached herein/hereto. The successful proposer will hereinafter be referred to as the “Contractor”. It is anticipated that one or more companies may be selected for a one (1) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to four (4) additional one-year periods. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

If awarded, a contract to provide these services will be effective on the date contract is approved by the City of Edgewater, City Council (herein after, the “Council”), signed by all required parties and filed with the City Clerk.

As is more fully explained in Section “6L” of this **RFP**, an award, if made, will be made to the best overall proposer(s) whose bid is most advantageous to the City, taking into consideration the evaluation factors set forth in this **RFP**. The City will not use any other factors or criteria in the evaluation of the bids received.

The successful Respondent or Respondents will demonstrate the ability to provide a safe, consistent and reliable delivery system for the specified goods and services that will:

1. Maximize the public’s use and enjoyment of the Parks;
2. Enhance the community’s image of the Parks;
3. Encourage tourism;
4. Provide an accurate and verifiable system to account for all revenue collected by location;
5. Provide an accurate and verifiable system to determine the dates and times each location was operating;
6. Adequately compensate the City, as the trustee of the public’s interest in the Parks and to offset the City’s costs of operating and maintaining the Parks.

B) Background

The City serves an area of 22.44 square miles with a population of approximately 21,394. The City’s fiscal year begins on October 1st and ends on September 30th. The Finance Department maintains the funds and accounts of the City. The Finance Department is responsible for the custody and accounting of funds of each department.

More detailed information on the government and its finances can be found in City of Edgewater’s Comprehensive Annual Financial Report for fiscal year 2012-2013 and in the City’s Annual Budget for fiscal year 2014-2015. Copies of these documents may be viewed on www.cityofedgewater.org. The City of Edgewater is exempt from any and all state, local and federal taxes.

C) Inquiries

Direct questions related to this **RFP** to Pat Drosten, Technician, and submit such questions in writing to pdrosten@cityofedgewater.org. Please include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly.

Proposers must clearly understand that the only official answer or position of the City will be the one stated in writing from pdrosten@cityofedgewater.org. All questions asked, along with the answers rendered will be electronically distributed to firms registered for this solicitation and additionally posted on the City website (www.cityofedgewater.org) and on DemandStar (www.demandstar.com).

D) Method of Source Selection

The City is using the Competitive Sealed Proposals methodology of source selection for this procurement, as authorized by Resolution 2014-R-03 establishing and adopting the City Purchasing Policy. Each proposal will be reviewed to determine if the proposal is responsive to the **RFP**. Proposals deemed to be non-responsive may be rejected without being evaluated by the Selection Committee appointed by the city manager, which shall be comprised of a minimum of three (3) City employees. The committee will make a recommendation to the City Council who will make the final selection(s). A responsive proposal is one which has been signed and submitted by the specified Proposal deadline, and has provided the information required to be submitted with the Proposal. While poor formatting, poor documentation and/or incomplete or unclear information may not be cause to reject a proposal without evaluation, such substandard submissions may adversely impact the evaluation of a Proposal. Respondents who fail to comply with the required and/or desired elements of this **RFP** do so at their own risk.

The City may, as it deems necessary, conduct discussions with responsible proposers determined to be in contention for being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements.

E) Pre-Bid Conference

A pre-bid conference is not applicable for this solicitation.

A non-mandatory mandatory pre-bid conference will be held on **May 4, 2015**, commencing promptly at **10:00 am** and will be held in the Council Chambers, 104 N. Riverside Drive, Edgewater, Florida 32132.

The purpose of the pre-bid conference is to allow an open forum for discussion and questioning with City staff regarding the **RFP** with all prospective proposers having an equal opportunity to hear and participate. Oral questions will receive oral responses, neither of which will be official, nor become part of the **RFP**. Only written responses to written questions will be considered official, and will be included as part of the **RFP** as an addendum.

All prospective proposers are strongly encouraged to attend, as, unless requested by the department, this will be the only pre-bid conference for this solicitation. If this pre-bid conference is denoted at “mandatory”, prospective proposers must be present in order to submit a bid response.

F) Projected Timetable

The following projected timetable should be used as a working guide for planning purposes only. The City reserves the right to adjust this timetable as required during the course of the **RFP** process.

Event	Date
Issue RFP Notice	April 23, 2015
Non-Mandatory Pre-Bid	May 4, 2015 10:00 am
Last Date for Receipt of Written Questions	May 8, 2015
Addendum Issued (If Applicable)	May 12, 2015
Proposal Opening Date	May 15, 2015 2:00 pm
Evaluation Committee	May 20, 2015 10:00 am
Notice of Recommendation	May 21, 2015
City Council Hearing Date	June 1, 2015

2) General Description of Specifications or Scope of Work

This RFP is designed to provide Respondents with the greatest degree of flexibility and creativity in meeting the requirements of City and patrons of the Parks. One of the central objectives of this RFP is to simplify the administration of Park concessions by awarding contracts for larger geographic areas, rather than to issue a franchise license for a single concession location.

A) Park Locations/Amenities

Attached as Exhibits (A1 and A2), are aerial views of the City Parks.

The City desires to award a Contract for one or more services for all locations, rather than an individual Park. The City anticipates that the successful Respondent or Respondents will manage and modify the locations as set forth in the Contract between the Respondent and the city.

1. George R. Kennedy Memorial Park – 103 S. Riverside Drive. Amenities for the park include improved boat launching ramps, boat trailer parking, fishing pier, free Internet Wi-Fi, pavilions and picnic tables. This park has restrooms. **EXHIBIT “A-1”**
2. Menard-May Park – 413 S. Riverside Drive. Amenities for the park include playground equipment, volleyball court, pavilion, picnic tables, grills, fishing pier and primitive boat launch. This park has restrooms. **EXHIBIT “A-2”**
3. Other locations may be added for Special Events, as required.

B) Products and Services

The City will accept proposals to provide the following products and services on the available-vending areas in the Parks:

1. Sale of Food and Sundries in fixed locations; (**ALL LOCATIONS**)

2. Rental of Non-Motorized Recreational Watercraft rentals (i.e., kayaks, paddleboards, canoes, water bikes) in fixed locations; (**MENARD-MAY PARK**)
3. Rental of Recreational Equipment (Volleyball, horseshoes, badminton, bicycles, fishing equipment, etc. (**ALL LOCATIONS**))
4. Other.

C) Proposals

Respondents my submit proposals in the following ways:

1. To provide all of the products and services for referenced parks; or
2. To provide a single product or service (e.g. Food and Sundries only) or a combination of one or more products and services (e.g. Food and Sundries and Equipment rentals) for all referenced parks.

The City may consider proposals from a single Respondent that will provide the products and services through employees, or as a Master Concessionaire. As used in this RFP, the term “Master Concessionaire” means a single corporate entity that is solely responsible to the City for not only providing the specified products and services, but also provides the products and services through independent contractors. Proposals from Master Concessionaires are encouraged to state in detail how the existing Park Concessionaires will be given an opportunity to participate in the Master Concessionaire’s business plan.

D) Concession Operations

1. The successful Respondent or Respondents shall be responsible for reviewing and complying with all laws, regulations, and ordinances applicable to Park Concessionaires.
2. The public’s right shall not be infringed upon by an activity of the Concessionaire or any of its employees, agents, or subcontractors. The activities of the Concessionaire shall be such as to render service to the public in a dignified manner. The Concessionaire shall use no undue pressure, coercion or persuasion in an attempt to influence the public to use the services or products of the Concessionaire. Except as expressly permitted by the resulting Contract, solicitation outside of the designated concession area is prohibited.
3. The Concessionaire shall operate in a manner that will ensure the convenience and safety of the public.
4. All employees, officers, agents, and subcontractors of the Concessionaire shall be neatly attired in uniforms that properly identify them as City of Edgewater Park Concessionaire personnel. The design of such uniforms shall be subject to the prior approval of the City’s Project Manager. All uniforms worn shall be maintained in a neat and clean manner.
5. All employees, officers, agents, and subcontractors of the Concessionaire shall wear photo identification badges that will be provided by the City to the awarded Respondent.

6. The City's Project Manager shall have the right to require any employee(s) of the Concessionaire to be permanently removed from the Park premises whenever it appears to be in the best interest of the City.
7. The Concessionaire shall be required to participate in any food, beverage and product sponsorship agreements currently in place with the City or any which may be put in place during the term of the Contract.
8. Concessionaire shall offer quality products at competitive prices at least consistent with similar goods and services presently being offered locally in other local facilities.
9. All pricing for all goods and services are to be posted and visible for all customers.
10. No public address systems or amplified music is authorized.
11. Concession may operate from sunrise to sunset.
12. Concession shall operate from Memorial Day to Labor Day on Saturdays, Sundays and all holidays. Additional days of operation will be permitted during this time period, at the discretion of the Concessionaire.
13. Concession operations shall be excused for any inclement weather days or declared emergencies as determined by the City.
14. Concession shall offer for distribution, any information or material provided by the City.
15. Concession shall be authorized to sell products commonly associated with outdoor activities.
16. Sales of fireworks, tobacco or alcohol products are expressly prohibited.

E) Maintenance

1. The Concessionaire shall maintain all facilities in a clean and sanitary condition. All food and beverage facilities shall be in accordance with all applicable rules, ordinances and/or laws pertinent to the health authorities of Volusia County, the Florida State Board of Health and any other health department having jurisdiction.
2. The Concessionaire shall be responsible for maintaining a clean, safe and appealing environment in and around the concession area.
3. The Concessionaire shall develop and adhere to a recycling program approved by the City.
4. All rental equipment must be maintained per manufacturer warranty and schedule.

F) Concession Equipment

1. All Concession Equipment shall at all times be in good shape, freshly painted, and free of rust.

2. No Concession Equipment shall be left in the Park after hours or overnight. All Concession Equipment shall have the capability of being driven or pulled in daily and removed daily.
3. All Concession Equipment shall be registered and meet all regulations of the City, County, State and Federal level.
4. All accessories (tables, canopies, chairs) shall be clean and in good working condition at all times.
5. The Concessionaire shall have an inspection process in place to address appearance standards. The Concessionaire will be held accountable for any equipment not maintained, and Project Manager has the right to have equipment not meeting standards removed from the Park until issues are addressed.
6. All rental equipment shall meet strict safety standards, and equipment which is broken, or a potential safety risk removed immediately. The Concessionaire will be responsible for insuring equipment is safe and meets all regulated safety requirements.
7. All trailers, haulers and mobile units shall clearly post the Concessionaire's name and a phone number.
8. The City shall authorize the Concession locations within the Park.
9. The City Project Manager will provide direction on graphics and appearance standards and approve all equipment prior to set up in the Parks.

G) Personnel and Experience of the Concessionaire

1. All persons involved in concession activities are required to undergo a background check. In addition, it is the Concessionaire's responsibility to insure all new hires, officers, agents, and subcontractors are communicated to the Project Manager and scheduled for the background checks. The City will issue individual identification badges upon successful completion of the background check. No individual shall be permitted to work in the Park without this identification.
2. The City of Edgewater includes a diverse population and personnel of the successful Respondent shall reflect this diversity. The awarded Respondent shall encourage diversity in employment and subcontracting of concessions.
3. The Concessionaire shall have visible a number to call for customer service and to report any disputes. It is the responsibility of the Concessionaire to resolve any disputes with any Concession location, regardless if such location is operated by an employee or subcontractor, and shall promptly communicate to the Project Manager any issues which may be escalated.
4. The successful Respondent shall have documented experience in the applicable industry for the goods and services which will be managed. This documentation and references are a requirement and evaluation factor of this RFP.

H) Concession Fee

1. As consideration for the City's granting the concession privileges to the successful Respondent or Respondents, the Concessionaire shall pay to the City a fee of ten percent (10%) of the monthly Gross Receipts of the Concessionaire derived from the operation of the Park Concession which is to be paid by the 20th of the month beginning the second month of the contract.
2. This concession fee shall not be listed as a separate line item on any receipt provided to any customer or member of the public.

I) Reporting and Financials

1. Concessionaire shall provide monthly verifiable sales reports with Gross Receipts attached, and should have the capacity to send the reports electronically to the City Project Manager.
2. Monthly reporting shall also include all monthly state tax reports.
3. Respondent shall include in the monthly report, days and time worked per location for the reporting month.
4. The City reserves the right to audit any financial documentation at any time.

J) Payment Terms

1. Payment of the 10% monthly gross receipts is due by the 20th of the month, beginning the second month of the contract.
2. The Concessionaire shall submit within sixty (60) days of the end of each Contract year a complete reconcile report showing the Gross Receipts for the preceding year in a form acceptable to the City, along with any additional Concession Fee due using the formula set forth in section H) 1, above. Failure to provide the same within ninety (90) days of the end of any Contract year shall be deemed a material default under the Contract.

3) City's Right to Inspect

The City or its authorized Agent shall have the right to inspect the Contractor's files to determine status of work on this project.

4) Terms and Conditions of Contract

The City has developed standard contracts/agreements. The Contractor shall be required to return a signed standard City contract/agreement contained within this **RFP** with your submittal.

A contract/agreement resulting from this **RFP** shall be subject to the terms and conditions set forth in a standard City Contract and any terms and conditions included in this **RFP**. The City reserves the right to include in any contract document such terms and conditions, as it deems necessary for the proper protection of the rights of the City. The City will not be obligated to sign any contracts, maintenance

and/or service agreements or other documents provided by the Contractor with their submittal until approved by Council.

Upon award, the initial contract shall be for a one (1) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to four (4) additional one-year periods. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

5) General Terms and Conditions

A) Licenses

The Contractor is required to possess the correct occupational license, professional license, and any other authorizations necessary to carry out and perform the work required by the project pursuant to all applicable Federal, State and Local Law, Statute, Ordinances, and rules and regulations of any kind.

If required and/or requested, copies of the required licenses must be submitted with the bid response indicating that the entity proposing, as well as the team assigned to the City account, are properly licensed to perform the activities or work included in the contract documents. A Contractor, with an office within the City is also required to have a business tax receipt and certificate of use.

If you have questions regarding required professional licenses and Business Tax Receipt and Certificate of use, contact the Finance Department, (386) 424-2400.

B) Principals/Collusion

By submission of this Bid, the undersigned, as Proposer, does declare that the only person or persons interested in this Bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into; that this Bid is made without connection with any person, company or parties making a Bid, and that it is in all respects fair and in good faith without collusion or fraud.

C) Taxes

The City is exempt from Federal Excise and State of Florida Sales Tax.

D) Relation of City

It is the intent of the parties hereto that the Contractor shall be legally considered an independent contractor, and that neither the Contractor nor their employees shall, under any circumstances, be considered employees or agents of the City, and that the City shall be at no time legally responsible for any negligence on the part of said Contractor, their employees or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

E) Term Contracts

If funds are not appropriated for continuance of a term contract to completion, cancellation will be accepted by this Contractor on thirty (30) days prior written notice.

F) Termination

Should the Contractor be found to have failed to perform his services in a manner satisfactory to the City, the City may terminate this Agreement immediately for cause; further the City may terminate this Agreement for convenience with a thirty (30) day written notice. The City shall be sole judge of non-performance.

G) Liability

The Contractor will not be held responsible for failure to complete contract due to causes beyond its control, including, but not limited to, work stoppage, fires, civil disobedience, riots, rebellions, Acts of Nature and similar occurrences making performance impossible or illegal.

H) Assignment

The Contractor(s) shall not assign, transfer, convey, sublet or otherwise dispose of this contract, or of any or all of its rights, title or interest therein, or his or its power to execute such contract to any person, company or corporation without prior written consent of the City.

I) Lobbying

All firms are hereby placed on **NOTICE** that the City does not wish to be lobbied, either individually or collectively about a matter for which a firm has submitted a Proposal.

Firms and their agents are not to contact members of the City Council for such purposes as meeting or introduction, luncheons, dinners, etc. During the process, **from Proposal announcement to final Council approval**, no firm or their agent shall contact any other employee of the City in reference to this Bid, with the exception of the Finance Director or his designee(s). Failure to abide by this provision may serve as grounds for disqualification for award of this contract to the firm.

J) Single Bid

Each Proposer must submit, with their bid, the required signed contract/agreement and all forms included in this **RFP**. Only **one** bid from a legal entity as a primary will be considered. A legal entity that submits a bid as a primary or as part of a partnership or joint venture submitting as primary may not then act as a sub-consultant to any other firm submitting under the same **RFP**.

If a legal entity is not submitting as a primary, or, that legal entity may not act as a sub-consultant to any other firm or firms submitting under the same **RFP** nor act as part of a partnership or joint venture to the primary. All submittals in violation of this requirement will be deemed non-responsive and rejected from further consideration.

K) Protest Procedures

Any appeal or protest to the Request for Bid shall be governed by the City of Edgewater's Purchasing Policies and Procedures.

L) Public Entity Crime

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, bid, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, bid, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, bids, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity for a period of 36 months following the date of being placed on the convicted vendor list.

M) Conflict of Interest

Proposer shall complete the Conflict of Interest Affidavit included as an attachment to this **RFP** document.

Disclosure of any potential or actual conflict of interest is subject to City staff review and does not in and of itself disqualify a firm from consideration.

These disclosures are intended to identify and or preclude conflict of interest situations during contract selection and execution.

N) Prohibition of Gifts to City Employees

No organization or individual shall offer or give, either directly or indirectly, any favor, gift, loan, fee, service or other item of value to any City employee, as set forth in Chapter 112, Part III, Florida Statutes, the current City Ethics Ordinance, and City Administrative Policy. Violation of this provision may result in one or more of the following consequences: a. Prohibition by the individual, firm, and/or any employee of the firm from contact with City staff for a specified period of time; b. Prohibition by the individual and/or firm from doing business with the City for a specified period of time, including but not limited to: submitting bids, **RFP**, and/or quotes; and, c. immediate termination of any contract held by the individual and/or firm for cause.

O) Immigration Reform and Control Act

Proposer acknowledges, and without exception or stipulation, any firm(s) receiving an award shall be fully responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 as located at 8 U.S.C. 1324, et seq. and regulations relating thereto, as either may be amended. Failure by the awarded firm(s) to comply with the laws referenced herein shall constitute a breach of the award agreement and the City shall have the discretion to unilaterally terminate said agreement immediately.

6) Instructions for Bid

A) Compliance with the RFP

Bids must be in strict compliance with this **RFP**. Failure to comply with all provisions of the **RFP** may result in disqualification.

B) Acknowledgment of Insurance Requirements

By signing the Insurance Requirements included in this **RFP**, Proposer acknowledges these conditions include Insurance Requirements.

It should be noted by the Proposer that, in order to meet the City's requirements, there may be additional insurance costs to the Proposer's firm. It is, therefore, imperative that the proposer discuss these requirements with the Proposer's insurance agent, as noted on the Insurance Check List, so that allowances for any additional costs can be made by the Proposer.

The Proposer's obligation under this provision shall not be limited in any way by the agreed upon contract price, or the Proposer's limit of, or lack of, sufficient insurance protection.

Proposer also understands that the evidence of required insurance may be required within five (5) business days following notification of its offer being accepted; otherwise, the City may rescind its acceptance of the Proposer's bid.

The specific insurance requirements for this solicitation are included as part of this solicitation.

C) Acknowledgment of Bonding Requirements

By signing its bid, and if applicable, Proposer acknowledges that it has read and understands the bonding requirements for this bid. Requirements for this solicitation are checked.

Not Applicable

Bid Bond: Shall be submitted with bid response in the form of certified funds, cashiers' check, or an irrevocable letter of credit, a cash bond posted with the City Clerk, or bid bond in a sum equal to 5% of the cost bid. All checks shall be made payable to the City of Edgewater on a bank or trust company located in the State of Florida and insured by the Federal Deposit Insurance Corporation.

The Bid Bond shall be retained by the City as liquidated damages if the successful Proposer fails to execute and deliver to the City the unaltered contract, or fails to deliver any required Performance and Payment Bonds or Certificates of Insurance, all within twenty-one (21) calendar days after receipt of the Notice of Selection for Award. Bid Bonds shall be executed by a corporate surety licensed under the laws of the State of Florida to execute such bonds, with conditions that the surety will, upon demand, forthwith make payment to the City upon said bond. The Bid Bonds of the three (3) highest ranked Proposers shall be held until the contract has been executed by the successful Proposer and same has been delivered to the City together with the required bonds and insurance, after which all three (3) Bid Bonds shall be released to the respective Bidders. All other Bid Bonds shall be released within fourteen (14) calendar days of the Selection Committee meeting date. No bids including alternates shall be withdrawn within one hundred and eighty (180) days after the bid closing date thereof. If a bid is not accepted within said time period it shall be deemed rejected and the Bid Bond shall be released to the Proposer. In the event that the City awards the contract prior to the expiration of the one hundred and eighty (180) day period without selecting any or all alternates, the City shall retain the right to subsequently award to the successful Proposer said alternates at a later time and approved by the Finance Director or designee, and the successful Proposer.

Performance and Payment Bonds: For projects in excess of \$200,000, bonds shall be submitted with the executed contract by Proposers receiving award, and written for 100% of the Contract award amount, the cost borne by the Proposer receiving an award. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall be rated as “A-“ or better as to general policy holders rating and Class V or higher rating as to financial size category and the amount required shall not exceed 5% of the reported policy holders’ surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

Should the contract amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

All performance security under the subsequent contract shall be in force throughout the final completion and acceptance of the project awarded.

If the surety for any bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner’s approval.

D) Delivery of Bids

All bids are to be delivered before 2:00 p.m., local time, on or before May 15, 2015 to:

City of Edgewater
City Clerk
104 N. Riverside Dr.
Edgewater, Florida 32132

The City shall not bear the responsibility for bids delivered to the City Clerk past the stated date and/or time indicated, or to an incorrect address by proposer’s personnel or by the proposer’s outside carrier. However, the City Clerk, or designee, shall reserve the right to accept bids received after the posted close time only under the following condition:

The tardy submission of the bid is due to the following circumstances, which shall include but not be limited to: late delivery by commercial carrier such as Fed Ex, UPS or courier where delivery was scheduled before the deadline.

Proposers must submit three (3) total copies of the proposal, one (1) original, one (1) copy, and one (1) electronic copy in PDF format, on a USB flash drive.

List the Proposal Number on the outside of the box or envelope and note “Request for Proposal enclosed.”

E) Evaluation of Bids (Procedure)

The City’s procedure for selecting is as follows:

1. The City Manager shall approve an Evaluation Committee to review all proposals submitted in accordance with Statute. At a minimum there will be one member of the Finance Department as

part of the evaluation committee. There shall be a minimum of three members of the committee, but always an odd number.

2. Request for Proposals (**RFP**) issued.
3. Subsequent to the closing of proposals, the Accounting Technician shall review the proposals received and verify whether each proposal appears to be minimally responsive to the requirements of the published **RFP**. In instances where both the Accounting Technician and Project Manager be appointed to the committee as voting members, such meetings shall be open to the public and the Accounting Technician shall endeavor to publicly post prior notice of such meeting in the lobby of the City Hall three (3) days in advance of all such meetings, but no less than (1) day in advance.
4. The committee members shall review each Proposal individually and score each proposal based on the evaluation criteria state herein.
5. Prior to the first meeting of the evaluation committee, the City will post a notice announcing the date, time and place of the first committee meeting. Said notice shall be posted in the lobby of the City Hall not less than three (3) working days prior to the meeting. The City shall also post prior notice of all subsequent committee meetings and shall post such notices at least one (1) day in advance of all subsequent meetings.
6. The committee will compile individual rankings, based on the evaluation criteria as stated herein, for each proposal to determine committee recommendations. The committee may schedule presentations or demonstrations from the top-ranked firm(s), and may at their discretion make site visits, and obtain guidance from third party subject matter experts. The final recommendation will be decided based on review of scores and consensus of committee.

In general, the City wishes to avoid the expense to the City and to proposers of unnecessary oral interviews. Therefore, the City will make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) will request the Purchasing Agent to schedule the top ranked firm(s) for oral presentations/interviews.

The City reserves the right to withdraw this **RFP** at any time and for any reason, and to issue such clarifications, modifications, and/or amendments as it may deem appropriate.

Receipt of a proposal by the City or a submission of a proposal to the City offers no rights upon the Proposer nor obligates the City in any manner.

Acceptance of the proposal does not guarantee issuance of any other governmental approvals.

F) Ambiguity, Conflict, or Other Errors in the RFP

If a Proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the **RFP**, Proposer shall immediately notify the Accounting Technician, noted herein, of such error in writing and request modification or clarification of the document. The Accounting Technician will make modifications by issuing a written addendum/revision and will give written notice to all parties who have received this **RFP** from the Finance Department.

The Proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the **RFP** prior to submitting the proposal or it shall be waived.

G) Proposal, Presentation, and Protest Costs

The City will not be liable in any way for any costs incurred by any proposer in the preparation of its proposal in response to this **RFP**, nor for the presentation of its proposal and/or participation in any discussions, negotiations, or, if applicable, any protest procedures.

H) Acceptance or Rejection of Proposals

The right is reserved by the City to waive any irregularities in any proposal, to reject any or all proposals, to re-solicit for proposals, if desired, and upon recommendation and justification by the City to accept the proposal which in the judgment of the City is deemed the most advantageous for the public and the City.

Any proposal which is incomplete, conditional, obscure or which contains irregularities of any kind, may be cause for rejection. In the event of default of the successful proposer, or their refusal to enter into the City contract, the City reserves the right to accept the proposal of any other proposer or to re-advertise using the same or revised documentation, at its sole discretion.

I) Requests for Clarification of Proposals

Requests by the Accounting Technician to a proposer(s) for clarification of proposal(s) shall be in writing. Proposer's failure to respond to request for clarification may deem proposer to be non-responsive, and may be just cause to reject its proposal.

J) Validity of Proposals

No proposal can be withdrawn after it is filed unless the Proposer makes their request in writing to the City prior to the time set for the closing of Proposals.

All proposals shall be valid for a period of one hundred eighty (180) days from the submission date to accommodate evaluation and selection process.

K) Response Format

The proposal shall be deemed an offer to provide services to the City. In submitting a proposal, the Proposer declares that he/she understands and agrees to abide by all specifications, provisions, terms and conditions of same, and all ordinances and policies of the City. The Proposer agrees that if the contract is awarded to him/her, he/she will perform the work in accordance with the provisions, terms and conditions of the contract.

To facilitate the fair evaluation and comparison of proposals, all proposals must conform to the guidelines set forth in this **RFP**. All proposals must clearly and with specific detail, note all deviations to the exact requirements imposed upon the Respondent by the Specifications. Such deviations must be stated in the **Acceptance of Conditions Section** of their submittal; otherwise the City will consider the subject proposals as being made in strict compliance with said Specifications to Respondents; the Respondent being held therefore accountable and responsible. Respondents are hereby advised that the

City will only consider proposals that meet the exact requirements imposed by the Specifications; except, however, said proposals may not be subject to such rejection where, at the sole discretion of the City, the stated deviation is considered to be equal or better than the imposed requirement and where said deviation does not destroy the competitive character of the RFP process by affecting the amount of the proposal such that an advantage or benefit is gained to the detriment of the other Respondents.

Proposals should be prepared simply and economically, providing a straightforward concise description of the Proposer's approach and ability to meet the City's needs, as stated in the **RFP**. All copies of the proposal should be bound and tabbed. The utilization of recycled paper for proposal submission is strongly encouraged.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Respondent deems pertinent to the understanding and evaluating of the proposal. Proposals shall be organized and sections tabbed in the following order. The Respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. All proposals shall include at minimum:

1) Tab I - Respondent's Profile and Submittal Letter

Submittal Letter signed by authorized agent of the firm with documentation, such as a Memorandum of Authority, that this individual is authorized to commit the firm to a Contract. Clearly state the name, title and contact information for the individual designated by the firm as contact point for any requests for additional information required by City.

A brief profile of the firm, including:

- A brief history of the business;
- Organizational structure of business;
- Designation of the legal entity by which the business operates (i.e. sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, etc.);
- Ownership interests;
- Active business venues (counties, states, cities, etc.);
- Present status and projected direction of business;
- The overall qualifications of the business to provide the services requested;
- The qualifications of the firm's employees who will work on this Contract;
- Documentation from the appropriate state's agency confirming firm's legal entity type (i.e. sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the state of Florida; and
- Federal Identification Number of firm

2) Tab II – Business Plan

The business plan should include the approach to the project and vision of Park concessions, it should include the following:

- Equipment and inspection plan
- Training plan
- Transition plan and timeline
- Green initiatives

3) Tab III – Acceptance of Conditions

Proposer should acknowledge Acceptance of Conditions. ANY exceptions or deviations from the RFP should be noted and described in this tab.

4) Tab IV - References

List at least three (3) recent references where the proposed services have been used within the past year.

5) Tab V - Business Tax Receipt (BTR)/State License

To be responsive to this solicitation, each Respondent who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the Contract and any extensions. Each firm must be licensed to do business in its area of expertise in the State of Florida. Each firm shall submit with their proposal a copy of, and maintain the appropriate licenses and certificates during the term of the Contract and any extensions.

6) Tab VI - Insurance

Attach evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. Final forms must contain the correct solicitation and/or project number and City of Edgewater contact person.

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Worker’s Compensation law in Chapter 440 Florida Statutes shall submit an executed waiver relieving the City of liability in the event they are injured while providing goods and/or services to the City.

7) Tab VII, Financial Statement

All Respondents shall supply a financial statement, preferably a certified audit of the last available fiscal year, but a third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted.

8) Tab VIII, Addenda

Any addenda issued subsequent to the release of this solicitation must be signed and returned with the firm’s proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

9) Tab IX, Required Form Submittals

Required forms (must be signed and notarized where applicable):

- Standard Services Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9

L) Proposal Evaluation Committee and Evaluation Factors

All proposals will be subject to a review and evaluation process. It is the intent of the City that all proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process.

Proposals shall include all of the information solicited in this RFP, and any additional data that the Offeror deems pertinent to the understanding and evaluating of the proposal. Proposers will provide their best price and cost analysis and should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each proposer will be ranked based on the criteria herein addressed.

An adjective-based scoring system shall be applied to the non-price factors throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews (if requested). A score of 0 is the least favorable and a score of 4 is the most favorable in all sections. For evaluation purposes, the term “Responsible” means: A business entity or individual who is fully capable to meet all of the requirements of the solicitation and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required and be able to fully document the ability to provide good faith performance.

The Proposer’s response will be scored by Committee members in accordance with the following scale:

- 0 = Unsatisfactory: Not responsible to the requirement.
- 1 = Below Minimum Standards: Responsible to the requirement but below acceptable standards.
- 2 = Marginal: Minimal acceptable performance standards and responsible to the requirement.
- 3 = Satisfactory: Above minimum performance, effective and responsible to the requirement.
- 4 = Exceeds Expectations: for effectiveness and is responsible to the requirement

NOTE: The Committee member’s score times the “weighted value” assigned to the different sections listed here equals the total score for that section. (EXAMPLE: Maximum score of 4X’s weighted value of 10 = Maximum of 40-Points).

Proposers submitting the required criteria will have their proposals evaluated by an evaluation committee and scored for the non-price factors to include technical response, qualifications and experience. Weights for cost will not be assigned by the evaluation committee. Some exceptions may apply depending on the complexity of the project scope of work.

During the evaluation process and at the sole discretion of the City, requests for clarification of one or more proposer submittals may be conducted. This request for clarification may be performed by the City in a written format, or through scheduled oral interviews. Such clarification request will provide proposers with an opportunity to answer any questions the City may have on a proposer’s submittal.

Evaluation Criteria	Maximum Points
Work History – <ul style="list-style-type: none"> ▪ Related work experience ▪ Number of years doing similar work 	30
Staffing and Equipment – <ul style="list-style-type: none"> ▪ Ability and capacity of the proposer to perform and comply with required services. 	20
Overall plan of service and creativity of proposal	20
Equipment Plan – including any appearance standards	10
Ability to meet RFP specifications	10
References and Creditworthiness	10
Total Points	100

Formal Oral Presentations/Interviews (If Requested)

Drug-Free Workplace: In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that furnishes a form certifying that it is a Drug Free Workplace shall be given preference in the award process. NOTE: In the event, the submitter wishes to provide items specified above and beyond the stated requirements of this request at “no cost” to the City of Edgewater, these services should be identified and included in the request response.

Tie Breaker: In the event of a tie (with each business certifying that it is a Drug-Free Workplace), **both in individual scoring and in final ranking**, the firm with the lowest volume of work on City projects within the last five (5) years will receive the higher individual ranking. This information will be based on information provided by the Proposer, subject to verification at the City’s option. If there is a multiple firm tie in either individual scoring or final ranking, the firm with the lowest volume of work shall receive the higher ranking, the firm with the next lowest volume of work shall receive the next highest ranking and so on. If neither vendor has performed in work in the last five years, the preference will be given to the Proposer within the city limits or principal office closest to City Hall.

7) Contract / Agreement and All Required Forms

- Standard Construction Contract
- Proposers Checklist
- Conflict of Interest Affidavit
- Proposers Qualification Form
- Declaration Statement
- Insurance Requirements
- Drug Free Workplace Certification
- Non-Collusion Affidavit of Prime Bidder
- References Form
- Public Entity Crimes Statement
- Vendor Information
- W9
- Proposal Label

GLOSSARY OF TERMS

As used in this RFP, the following capitalized terms shall have the meanings set forth below:

Recreational Equipment

The term “Recreational Equipment” means the following equipment intended for use in the Park:

1. Beach chairs;
2. Beach umbrellas;
3. Boogie boards;
6. Bicycles; and
7. Other similar equipment which is approved by the City for rental to Park visitors.

Bicycle

The term “Bicycle” means every vehicle propelled solely by human power, upon which any person may ride, having two tandem wheels, and including any device generally recognized as a bicycle though equipped with two front or two rear wheels. The term does not include such a vehicle with a seat height of no more than 25 inches from the ground when the seat is adjusted to its highest position or a scooter or similar device.

City

The term “City” means the City of Edgewater, Florida.

City Project Manager

The term “City Project Manager” or “Project Manager” shall mean the City employee, or designee, who has responsibility for the day-to-day administration of the resulting Contract with the City and will be designated prior to award of Contract.

Concessionaire

The term “Concessionaire” means the business of providing the specified products and services to the general public pursuant to a Contract with the City.

Concession Equipment

The term “Concession Equipment” shall mean any and all vehicles, stands, signs, and other equipment or machinery that is used by the Concessionaire to provide the approved products or services to the general public.

Contract

The term “Contract” means the document resulting from this solicitation between the City and the Respondent, which shall incorporate by reference this RFP, along with any written addenda and other written documents, which are expressly incorporated by reference.

Contract Administrator

The term “Contract Administrator” means the City of Edgewater Finance Director and Contracts or designee. The Contract Administrator shall be responsible for addressing any concerns within the scope of the Contract. Any changes to the resulting Contract shall be done in writing and authorized by the City Manager or City Council.

Day

The term “day” means each calendar day or accumulation of calendar days.

Exceptions to RFP

The term “Exceptions” or “Exceptions to RFP” mean the Respondent’s inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP.

Food and Sundries

The term “Food and Sundries” means all food products, including without limitation soft drinks, candy, pizza, sandwiches, chips, popcorn, and ice cream, and miscellaneous small items such as t-shirts, Frisbees and other small beach toys, and souvenirs.

Gross Receipts

The term “Gross Receipts” shall include all income received and all monies paid to or payable to the Concessionaire for sales made and/or for services rendered at or from the Park or other authorize premises, regardless of when or where the order therefor is received, including, but not limited to, those of the Concessionaire’s agents, subtenants, or subcontractors, arising from any sales made or services rendered at or from the Park or other authorized premises, provided, however, that Gross Receipts shall not include:

1. Any taxes imposed by law, which are separately stated to and paid by a customer and directly payable to a taxing authority by the Concessionaire.
2. Refunds and credits to customers for services or for merchandise or services returned or exchanges.
3. Amounts and credits received in settlement of claims for loss of, or damage to merchandise.
4. Amounts received from the sale of waste or scrap material or from the sale or trade-in of fixtures, equipment, or furniture owned by Concessionaire.
5. The value of merchandise exchanged with or transferred to other operations of Concessionaire.

Non-Motorized Watercraft

The term “Non-Motorized Watercraft”, includes kayaks, paddle boards, canoes, hydro-bikes, paddle-craft, inflatable’s, non-motorized sailboats, float tubes, rafts and other non-motorized recreational watercraft. As used in this RFP, the term “Non-Motorized Watercraft Rentals” means the short-term (e.g., hourly or daily) rental of the above named watercraft which comply with all state laws, city and county ordinance, and also meet the specifications of the city as set forth in this RFP.

Rental

The term “Rental” means the short-term (e.g., hourly or daily) rental of Recreational Equipment or Non-Motorized Vehicles.

Respondent

The term “Respondent” means that person or entity, including employees, servants, partners, principals, subcontractors, agents, subagents and assignees of the person or entity that submits a proposal for the purpose of obtaining a Contract with the City for the provision of the products or services set forth herein.

PROPOSER CHECK LIST

IMPORTANT: Please read carefully, sign in the spaces indicated and return with your Proposal.

Proposer should check off each of the following items as the necessary action is completed:

- The standard contract/ agreement has been signed and included.
- All applicable forms have been signed and included
- All information as requested in the Proposer’s Qualification Form is included.
- Any addenda have been signed and included.
- Did you include a USB drive, as required?
- The mailing envelope has been addressed to:

CITY CLERK
City of Edgewater
104 N. Riverside Dr.
Edgewater, Florida 32132

- The **mailing envelope must be sealed and marked** with Proposal Number “**RFP 15-FN-005**”, Proposal Title “**City Park Concession Services**” and Due Date “**May 15, 2015 @ 2:00 pm**”.
- The Proposal will be mailed or delivered in time to be received no later than the specified due date and time. (Otherwise Proposal cannot be considered.)

ALL COURIER-DELIVERED PROPOSALS MUST HAVE THE RFP NUMBER AND PROPOSAL NAME ON THE OUTSIDE OF THE COURIER PACKET

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

CITY OF EDGEWATER PARK CONCESSION SERVICES AGREEMENT

**CONCESSION SERVICES
Request for Proposal (RFP) #15-FN-005**

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between _____, duly authorized to conduct business in the State of Florida and whose address is, hereinafter, called “CONCESSIONAIRE” and the **CITY OF EDGEWATER**, a political subdivision of the State of Florida, whose address is 104 North Riverside Drive, Edgewater, FL 32132, hereinafter called “CITY”.

SECTION 1. AGREEMENT. The terms of this Agreement, together with the incorporation of the terms and conditions of the Request for Proposals (RFP #15-FN-005), and any exhibits, schedules and attachments hereto, and any and all amendments relating to same, and any and all submittals from CONCESSIONAIRE, constitute the entire Agreement between CITY and CONCESSIONAIRE. This Agreement is the final, complete and exclusive expression of the terms and conditions of the parties’ Agreement. Any and all prior agreements, representations, negotiations, and understandings made by the parties, oral or written, expressed or implied, are hereby superseded and merged herein.

SECTION 2. TERM OF AGREEMENT. The term of this Agreement shall be for a one (1) year period beginning on the date the contract is issued. This contract may be renewed, upon agreement by both parties, for up to four (4) additional one-year periods. Also, the City reserves the right to cancel the agreement and/or contract with thirty (30) days written notice for any reason deemed by the City with no right to appeal.

SECTION 3. COMPENSATION. The CONCESSIONAIRE shall pay the CITY fees as set forth in section 2) J – Payment Terms of the Scope of Services of the RFP.

SECTION 4. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, return receipts requested, addressed to the party for whom it is intended at the place last specified. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For CITY:

Robin L. Matusick, Paralegal
City of Edgewater
104 N. Riverside Drive
Edgewater, FL 32132
(386)424-2400 #1203

For CONCESSIONAIRE:

_____, _____(Name, Title)
_____. (Company)
_____(Address)
_____(City, State, Zip)
_____(Phone)

SECTION 5. RIGHTS AT LAW RETAINED. The rights and remedies of CITY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

SECTION 6. CONTROLLING LAW, VENUE, ATTORNEY’S FEES. This Agreement is to be governed, construed, and interpreted by, through and under the laws of Florida. Venue for any litigation between the parties to this Agreement shall be in the County of Volusia, Florida and any trial

shall be non-jury. Each party agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.

SECTION 7. MODIFICATIONS TO AGREEMENT. This Agreement and any exhibits, amendments and schedules may only be amended, supplemented, modified or canceled by a written instrument duly executed by the parties hereto of equal dignity herewith.

SECTION 8. SEVERABILITY. If, during the term of this Agreement, it is found that a specific clause or condition of this Agreement is illegal under federal or state law, the remainder of the Agreement not affected by such a ruling shall remain in force and effect.

SECTION 9. WAIVER OF JURY TRIAL. THE CITY AND CONCESSIONAIRE HAVE SPECIFICALLY WAIVED THE RIGHT TO A JURY TRIAL CONCERNING ANY DISPUTES WHICH MAY ARISE CONCERNING THIS AGREEMENT.

SECTION 10. NON-WAIVER. No indulgence, waiver, election or non-election by CITY under this Agreement shall affect CONCESSIONAIRE's duties and obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date written above for execution by CITY.

WITNESSES:

CITY OF EDGEWATER

Tracey T. Barlow, City Manager

Robin L. Matusick, Paralegal

Dated: _____

WITNESSES:

FIRMS

By: _____

_____, _____

Dated: _____

- Attachments: A. RFP #15-FN-005**
- B. Firm Response to RFP**
- C. Scope of Service**

Approved by the City Council of the City of Edgewater at a meeting held on this _____ day of _____, 2015 under Agenda Item No. _____.

CONFLICT OF INTEREST AFFIDAVIT

By the signature below, the firm (employees, officers and/or agents) certifies, and hereby discloses, that, to the best of their knowledge and belief, all relevant facts concerning past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise) which relates to the proposed work; and bear on whether the firm (employees, officers and/or agents) has a possible conflict have been fully disclosed.

Additionally, the firm (employees, officers and/or agents) agrees to immediately notify in writing the Finance Director, or designee, if any actual or potential conflict of interest arises during the contract and/or project duration.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

State of _____)
City of _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 20____, by _____, who is personally known to me to be the _____ for the Firm, OR who produced the following identification:_____.

Notary Public

My Commission Expires: _____

PROPOSERS QUALIFICATION FORM

LIST MAJOR WORK PRESENTLY UNDER CONTRACT:

<u>% Completed</u>	<u>Project</u>	<u>Contract Amount</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

LIST CURRENT PROJECTS ON WHICH YOUR FIRM IS THE CANDIDATE FOR AWARD:

OTHER INFORMATION ABOUT PROJECTS:

Have you, at any time, failed to complete a project? Yes No

STATEMENT OF LITIGATION:

Are there any judgments, claims or suits pending or outstanding by or against you?
 Yes No

If the answer to either question is yes, submit details on separate sheet. List all lawsuits that have been filed by or against your firm in the last five (5) years:

FEES:

List total fees for work done on all City projects in the past five (5) years, whether as an individual firm or as part of a joint venture. **Fees must be listed individually by contract or project and then summarized as a total dollar amount.** Attach additional page if necessary.

\$ _____ **Total Fees for work done on all City projects**

REFERENCES:

Bank(s) Maintaining Account(s): _____

Surety/Underwriter: (if required) _____

Other References: (Use additional sheets if necessary)

TYPE OF FIRM:

Corporation/Years in Business: _____. If firm is a corporation, please list state in which it is incorporated: _____. If firm is a corporation, by signing this form, Proposer certifies that the firm is authorized to do business in the State of Florida.

Partnership/Years in Business: _____

Sole Proprietorship/Years in Business: _____

Other: Please list: _____

Pursuant to information for prospective Proposers for the above-mentioned proposed project, the undersigned is submitting the information as required with the understanding that it is only to assist in determining the qualifications of the organization to perform the type and magnitude of work intended, and further, guarantee the truth and accuracy of all statements herein made. We will accept your determination of qualifications without prejudice.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

DECLARATION STATEMENT

City of Edgewater
104 N. Riverside Dr.
Edgewater, FL 32132

RE: RFP NO. 15-FN-005 - “City Park Concession Services” for City of Edgewater

Dear Mayor and Council Members:

The undersigned, as Proposer (herein used in the masculine, singular, irrespective of actual gender and number) declares that he is the only person interested in this proposal or in the contract to which this proposal pertains, and that this proposal is made without connection or arrangement with any other person and this proposal is in every respect fair and made in good faith, without collusion or fraud.

The Proposer further declares that he has complied in every respect with all the Instructions to Proposers issued prior to the opening of proposals, and that he has satisfied himself fully relative to all matters and conditions with respect to the general condition of the contract to which the proposal pertains.

The Proposer puts forth and agrees, if this proposal is accepted, to execute an appropriate City document for the purpose of establishing a formal contractual relationship between him, and the City, for the performance of all requirements to which the proposal pertains. The Proposer states that the proposal is based upon the proposal documents listed by **RFP 15-FN-005**.

IN WITNESS WHEREOF, WE have hereunto subscribed our names on this _____ day of _____, 20__ in the City of _____, in the State of _____.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

INSURANCE REQUIREMENTS

Type of Service	General Liability	Liability-Auto	Workers Compensation
Food and Sundries	\$1 million per occurrence \$3 million aggregate	\$1 million per occurrence \$1 million aggregate	Per Florida Law and section 3.24 of this RFP
Food and Sundries with roving vendor	\$1 million per occurrence \$3 million aggregate	\$1 million per occurrence \$1 million aggregate	Per Florida Law and section 3.24 of this RFP
Rental of chairs, umbrellas and non-motorized transportation	\$1 million per occurrence \$3 million aggregate	\$1 million per occurrence \$1 million aggregate	Per Florida Law and section 3.24 of this RFP
Combination of Food and Sundries and all types of transportation rental- (all inclusive)	\$1 million per occurrence \$5 million aggregate	\$1 million per occurrence \$1 million aggregate	Per Florida Law and section 3.24 of this RFP

The City reserves the right to request a copy of the complete insurance policy(ies) and any endorsements for the above-mentioned insurance. A certificate of insurance and copies of all applicable endorsements indicating that the Respondent has coverage in accordance with the requirements herein set forth shall be furnished by the Respondent to the City Representative prior to the execution of the Contract and annually upon renewal thereafter. Respondent agrees that the insurer shall waive its rights of subrogation, if any, against the City on Commercial General Liability and Workers' Compensation insurance coverage. The ACORD Certificate of Liability Insurance with endorsements shall RFP 15-FN-005 - be completed by the authorized Resident Agent and returned to the Finance Office. This certificate shall be dated and show:

- a. The name of the insured Respondent, the specified job by name, name of the insurer, the number of the policy, its effective date and its termination date.
- b. Statement that the Insurer will mail notice to the City at least 30 (thirty) days prior to any material changes in provisions or cancellation of the policy.
- c. The City shall be named as an additional insured on General Liability Insurance as evidenced by the endorsement.

The City shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Respondent and/or subcontractor providing such insurance.

INSURANCE REQUIREMENTS

(Continued)

Workers' Compensation

Requirements for Respondents that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440 Florida Statutes are detailed below:

1. Incorporated or unincorporated firms with less than four employees shall be required to sign the attached Hold Harmless Agreement relieving the City of liability in the event they and/or their employees are injured while providing goods and/or services to the City. Proposers shall certify the number of employees, inclusive of owner/operators.
2. Incorporated or unincorporated firms with four or more employees shall be required to provide a copy of their "Notice of Election to be Exempt", along with valid proof of coverage for non-exempt employees.
3. The Hold Harmless Agreement mentioned above shall be returned with the bid proposal as detailed in the Submittal Requirements, if required.
4. All insurance policies shall be issued by insurers licensed to do business in the State of Florida and any insuring firm is required to have a minimum rating of A-, Class VIII, in the "Best Key Rating Guide" published by A.M. Best & Firm, Inc.
5. The Respondent shall either cover any subcontractors on its policy or require the subcontractor to obtain coverage to meet these requirements and file appropriate forms with the City.

=====

PROPOSER'S AND INSURANCE AGENT'S STATEMENT:

We understand the insurance requirements of these specifications and that the evidence of insurability may be required within five (5) days of the award of **RFP**.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Insurance Agency

Signature of Proposer's Agent

DRUG-FREE WORKPLACE PROGRAM CERTIFICATION

Preference to businesses with drug-free workplace programs. -- Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply 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 bid 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 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.

Does the individual responding to this solicitation certify that their firm has implemented a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes, as stated above?

- YES
- NO

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____

County of _____

_____, being first duly sworn, deposes and says that:

He/she is _____ of _____, Proposer that has submitted the attached Proposal;

He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;

Neither the said Proposer nor any of its officers, partners, owners, agent representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person, to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the CITY OF EDGEWATER.

The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Company

Address

Authorized Signature

City, State, Zip Code

Printed Name & Title

Telephone No.

Email

Fax No.

Subscribed and sworn to before me this ____ day of _____, 20__.

Title

My Commission Expires: _____

REFERENCES FORM

Provide the business names, contact persons and telephone numbers of four (4) references for which the firm has provided services described in this proposal for three (3) years or more within the last five (5) years. Include relationships with governmental agencies. It is our intent to contact these references during the evaluation process.

1. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

2. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

3. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

4. Name of Company: _____
Address: _____
Point of Contact: _____
Phone #: _____ Email address: _____
Service(s) Provided: _____

Dates of Service: _____

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

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. THIS SWORN STATEMENT IS SUBMITTED TO City of Edgewater

by _____

(Print Individual's Name and Title)

for _____

(Print Name of Entity Submitting Sworn Statement)

whose _____ business _____ is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

2. I understand that a “public entity crime” as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to

transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies).

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, nor any affiliates of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

Sworn and subscribed before me this _____ day of _____, 2015.

Personally known _____

(Notary)

OR produced identification _____

Notary Public State of _____

My commission expires: _____

(Type of Identification)

VENDOR INFORMATION

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____(Explain)

Federal Employer Identification Number: _____

Firm Name: _____

Mailing Address: _____

Telephone No.: _____ Fax No.: _____

Email Address: _____ Web Address: _____

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Remittance Address: _____

Submitted by: _____

Name & Title Printed: _____

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,

EXHIBITS A1-A2

EXHIBIT A1 - George R. Kennedy Memorial Park



Legend

Date: 4/22/15



This map is for illustrative purposes only. The data represented is provided as a public service for general information and should not be used for legal, engineering, or surveying purposes. The City makes no claims, no representations, and no warranties, expressed or implied, concerning the validity (expressed or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the City. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the user of the map.

**EXHIBIT A2 -
Menard-May Park**



 Menard-May Park

Date: 4/29/2015



This map is for illustrative purposes only. The data represented is provided as a public service for general information and should not be used for legal, engineering, or surveying purposes. The City makes no claims, no representations, and no warranties, expressed or implied, concerning the validity (expressed or implied), the reliability, or the accuracy of the GIS data and GIS data products furnished by the City. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for use rests solely on the user of the map.

Cut and use this label for Proposal Package

CITY OF EDGEWATER
CITY CLERK
104 N. RIVERSIDE DRIVE
EDGEWATER, FL 32132

RFP 15-FN-005

CITY PARK CONCESSION SERVICES

OPENING DATE/TIME:
May 15, 2015 by 2:00 p.m.