



## **CITY OF VENICE, FLORIDA**

**Finance Department  
401 W. Venice Avenue  
Venice, FL 34285**

### **Request for Proposals**

**RFP Number 3054-17**

**Date of Issue: TBD, 2017**

**Submission Deadline: TBD, 2017**

Title and Purpose of RFP:

**FOOD CONCESSION SERVICES FOR THE SOUTH  
JETTY/ HUMPHRIS PARK.**

---

**CITY OF VENICE, FLORIDA  
INVITATION  
REQUEST FOR PROPOSALS**

**NOTICE IS HEREBY GIVEN** that the City of Venice invites and will receive sealed proposals from qualified vendors to perform the following work which is described in detail in the Request for Proposals (RFP) specifications.

**RFP NUMBER:** 3054-17

**RFP TITLE:** FOOD CONCESSION SERVICES FOR THE SOUTH JETTY/  
HUMPHRIS PARK.

**PROJECT DESCRIPTION:** The City of Venice, Florida (City) seeks a qualified vendor (Concessionaire) to provide food concession services for the South Jetty/ Humphris Park. The current facility, Anita's Sandcastle, is located within the West Coast Inland Navigation District (WCIND) Right of Way (ROW). The Army Corps of Engineers (ACOE) and WCIND have agreed that the building may remain within the ROW, but any improvements to the current facility must comply with the ACOE/WCIND Agreement.

**RFP OPENING LOCATION:** Community Room 114  
Venice City Hall  
401 West Venice Avenue  
Venice, Florida 34285

**RFP SUBMITTAL DEADLINE DATE & TIME:** TBD, 2017 at 2:00 P.M.

**PRE-PROPOSAL CONFERENCE:** YES

**DATE & TIME:** TBD, 2017 11:00 A.M.

**LOCATION:** Community Room # 114

The City is using a Request for Proposals for this project and will award the contract to the Proposer the City finds, in its sole discretion, best meets the needs of the City and can meet federal requirements.

**PRE-PROPOSAL CONFERENCE:** A pre-proposal conference will be held on TBD 2017 at 11:00 A.M. at Venice City Hall in Community Room # 114. Representatives from the City will be present to discuss the overall project and the RFP. Firms are encouraged to attend.

Specifications and RFP documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at [www.demandstar.com](http://www.demandstar.com). Proposers may also pick up RFP documents at the City of Venice, Procurement- Finance Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422, at no charge.

The evaluation committee has been selected by the City to ensure that all proposals are fairly considered. The evaluation committee will perform a review of proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial, federal, and legal requirements of the RFP. Request for clarification letters may include, but not limited to, the following: commitment; performance guarantees and standards; project guarantor commitments; project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The evaluation committee will make a recommendation to the City Council following the evaluation committee's review of all proposals and consideration of any additional evidence or data desired by the evaluation committee.

Qualified firms are invited to deliver four (4) copies of their proposals, one (1) original, three (3) copies, in a sealed envelope marked **"SEALED REQUEST FOR PROPOSALS, RFP # 3054-17, FOOD CONCESSION SERVICES FOR THE SOUTH JETTY/ HUMPHRIS PARK."**, and delivered to the City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 P.M., on \_\_\_\_\_ or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be TBD, 2017 by 11:00 A.M.**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the City, depending on available competition and timely needs of the City.

The City reserves the right to select a firm with or without interviews, and may decide to select any of the firms submitting proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the City.

The City shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any City Council member, City employee, or official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, as the contact person in this Notice shall be contacted.

CITY OF VENICE, FLORIDA

Peter Boers, Procurement Department

PUBLISH: TBD, 2017

TBD, 2017



# ***SEALED REQUEST FOR PROPOSALS***

## ***CITY OF VENICE, FLORIDA***

### **SECTION 1: GENERAL CONDITIONS**

#### **1) DEFINED TERMS**

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "RFP" refers to this Sealed REQUEST FOR PROPOSALS. The term "solicitation" refers to the entire RFP package and the Offeror's submittal as a response to this RFP. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

#### **1. OFFEROR REGISTRATION:**

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement-Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

#### **2. CONTACT:**

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this RFP regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

#### **3. ADDENDA AND INQUIRIES:**

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The City will not respond to oral inquiries.

#### **4. PUBLIC OPENING:**

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors shall be read off at the specified location.

#### **5. DELAYS:**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

## **6. PROPOSAL SUBMISSION AND WITHDRAWAL:**

### **6.1 Address to send submittal:**

Procurement- Finance Department  
City of Venice  
401 W. Venice Ave, Room # 204.  
Venice, FL 34285

- 6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.
- 6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.
- 6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.
- 6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.
- 6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.
- 6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.
- 6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

## **7. PRICES, TERMS AND PAYMENT:**

Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

- 7.1 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.
- 7.2 INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.
- 7.3 TAXES: The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

**8. CONDITION AND PRICING:**

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

**9. SAFETY STANDARDS:**

Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards.

**10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:**

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

**11. DELIVERY:**

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

**12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:**

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

**13. SUBMITTAL PREPARATION COST:**

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

**14. ACCURACY OF SUBMITTAL INFORMATION:**

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

**15. LICENSES:**

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

**16. LOCAL PREFERENCE:**

16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.

16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.

- 16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.
- 16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full-time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.
- 16.5 Offerors wishing to be given preference as a local business must submit with their offer, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.
- 16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.
- 16.7 Information regarding Sarasota County's Local Business Tax can be found at [www.sarasotataxcollector.governmax.com](http://www.sarasotataxcollector.governmax.com).
- 16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Sub-contractors or sub-consultants cannot qualify a proposal for local preference.

#### **17. POSTING OF NOTICE OF INTENT:**

A notice of intent for award will be posted for review by interested parties in City Hall and/or on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

#### **18. PUBLIC RECORDS/TABULATION:**

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within thirty (30) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at <http://www.demandstar.com/>.

All records associated with the project and completion of the project itself must be retained for six (6) years after completion of the project or until all audits, claims, litigation or other actions have been released (whichever occurs later).

The vendor shall furnish and cause each of its own or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, Sarasota City, Housing and Urban Development or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

#### **19. RESERVED RIGHTS:**

- 19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.
- 19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.
- 19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

## 20. INSURANCE:

20.1 Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

20.2 The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability).

20.3 The City of Venice shall be named as Certificate Holder. **Please Note that the Certificate Holder should read as follows:**

The City of Venice  
401 W. Venice Avenue  
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

### 20.4 Required Coverage

- a. **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
- b. **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
- c. **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

### 20.5 Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.
- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
  - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
  - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting

period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.

- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with the city
- k) The City may increase or decrease the coverage and coverage limits required of the contractor by change order.

## **21. INDEMNIFICATION/HOLD HARMLESS:**

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its sub-consultants and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

## **22. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT :**

22.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

22.2 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Offeror, supplier, Sub-Offeror, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Offeror who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Offeror acceptable to the City.

## **23. GRATUITIES AND KICKBACKS:**

23.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

23.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Offeror under a Contract to Offeror or higher tier Sub-Offeror any person associated therewith, as an inducement of the award of a subcontract or order.

23.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

#### **24. EQUAL EMPLOYMENT OPPORTUNITY:**

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

#### **25. SPECIAL REQUIREMENTS FOR PROJECTS PAID BY THE DEPARTMENT OF TRANSPORTATION:**

- 25.1 The City encourages DBE firms to compete for CITY professional services projects, and also encourages non-DBE consultants to use DBE firms as sub-consultants. However, use of DBE sub-consultants is not mandatory and no preference points will be given in the selection process for DBE participation. Consultants are required indicate their intention regarding DBE participation in the DBE Participation Statement contained in the Appendix to this Request for Proposal and to submit that statement with their technical proposal.
- 25.2 Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the City in this endeavor, consultants are requested to submit the Bidder's Opportunity List contained in the Appendix to this Request for Proposal with their technical proposal. The list should include yourself as well as any prospective sub-consultant that you contacted or who has contacted you regarding this project. However, any firm previously shown on such a list need not be included.
- 25.3 Consultant Affidavits: The Consultant shall submit all forms provided in Appendix.
- 25.4 The Certification Regarding Debarment and Truth-In-Negotiations Certification shall be executed by an officer of the firm, associates or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.
- 25.5 The Certification for Disclosure of Lobbying Activities form shall be submitted by the proposed Prime Consultant and Sub-consultants. If a Standard Form-LL has previously been submitted to a government agency and there has been no material change, a copy of the previous submission is sufficient.
- 25.6 Federal Law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, Consultants are required to submit the Bid Opportunity List. The list should include yourself as well as any prospective sub-consultant that you contacted or who has contacted you regarding this project. Any firms that have previously been shown on such a list need not be included.

#### **26. CONFLICT OF INTEREST:**

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

- October 1, 1975.
- Qualification for elective office.
- Appointment to public office.
- Beginning public employment

#### **27. DRUG FREE WORKPLACE:**

The City of Venice has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

#### **28. APPLICABLE LAWS:**

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as

the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

**29. COMPETENT PERSONNEL:**

All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

**30. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:**

30.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

30.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

**31. SPECIFICATIONS:**

31.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

31.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

**32. CANCELLATION CLAUSE:**

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

**33. ACCEPTING CONTENT OF PROPOSAL:**

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

**34. TAXES:**

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

**35. ASSIGNMENT:**

35.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

35.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

**36. SOLICITATION FORMS:**

36.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available"



remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

- 36.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.
- 36.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

### **37. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY:**

- 37.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.
- 37.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Procurement- Finance Department.
- 37.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.
- 37.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

### **38. BID PROTESTS:**

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

- 38.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.
- 38.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.
- 38.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt.
- 38.4 Upon timely receipt of the formal written protest and protest bond, the City must:

- (1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.
  - (2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.
- 38.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

#### **40. SCRUTINIZED COMPANIES**

Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists. The CITY agrees to comply with the requirements of Section 287.135, F.S. in connection with the implementation of the PROJECT.

**END OF SECTION**

## **SECTION 2: SCOPE OF WORK**

### **1.0 INTRODUCTION**

The City of Venice, Florida (City) seeks a qualified vendor (Concessionaire) to provide food concession services for the South Jetty/ Humphris Park. The current facility, Anita's Sandcastle, is located within the West Coast Inland Navigation District (WCIND) Right of Way (ROW). The Army Corps of Engineers (ACOE) and WCIND have agreed that the building may remain within the ROW. Any improvements to the current facility, including relocation, must comply with the ACOE/WCIND Agreement (Exhibit A) and all Federal, State, and Local regulations including Coastal Permitting requirements.

### **2.0 BACKGROUND**

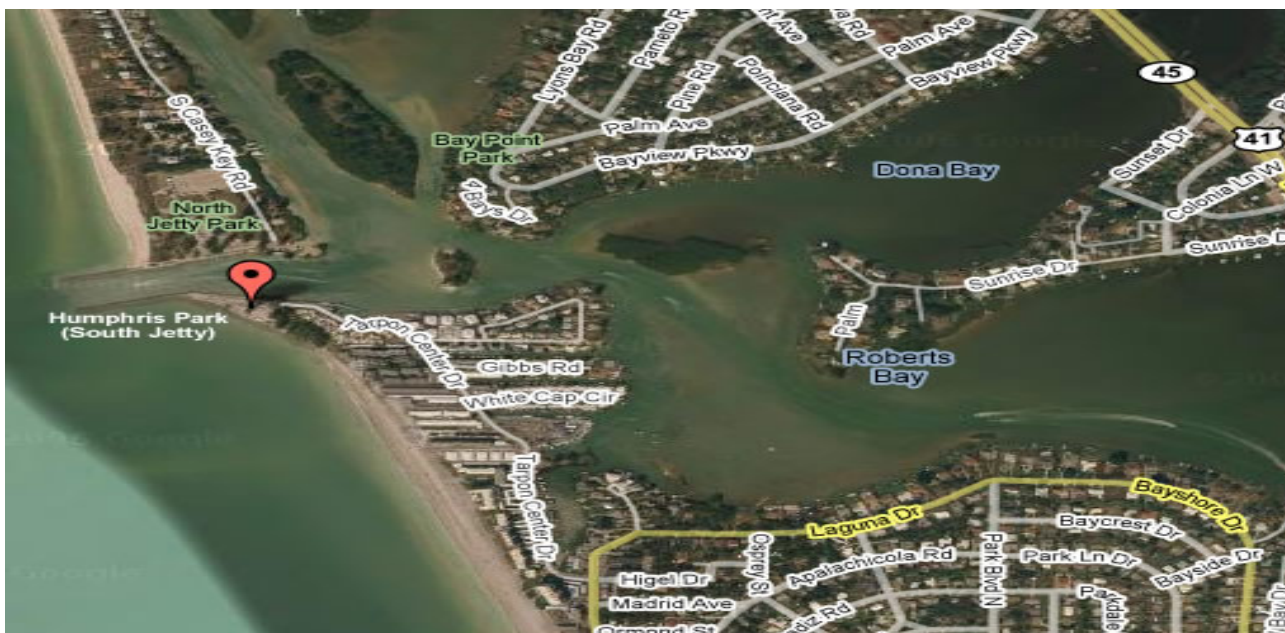
#### **FACILITY BACKGROUND INFORMATION**

Humphris Park is the entrance to the south jetty. It is named for Thomas H. Humphris, who was mayor of Venice from 1972-73. This is a popular destination for fishing, surfing, sunsets and gulf view.

#### **Amenities:**

- Picnic tables,
- benches,
- showers,
- restrooms
- food concession

**Location:** 2000 Tarpon Center Drive, the west end of Tarpon Center Drive, at the south jetty.



### **3.0 CONCESSION SPACE**

- 3.1 The concession building is approximately 480 sq. ft., and another 260 sq. ft. of seating area with wooden picnic tables. Refer to Exhibit B, Concession Facility, for building layout and photos of the facility, attached hereto and incorporated herein.
- 3.2 The concession building is adjacent to an unpaved parking lot.
- 3.3 Remaining equipment after the current vendor leaves will be; a sink, an under sink grease trap and the hot water heater. The Concessionaire will be required to provide all other necessary equipment.

### **4.0 GENERAL CONDITIONS**

- 4.1 The Concessionaire will operate the South Jetty Concession for the benefit of the general public beginning within thirty (30) days from the date of executed contract or within thirty (30) days of receipt of a certificate of occupancy from the applicable building department, whichever is later.
- 4.2 The Concessionaire shall conduct operations so that the impacts to the environment are mitigated as much as possible while also being in compliance with all regulations and ordinances in relation to sea turtles, nesting shore birds, gopher tortoises and beach vegetation.
- 4.3 The Concessionaire must operate the facility in a manner that respects and preserves the environmental, historic, recreational and cultural aspects of the site.
- 4.4 Non-biodegradable products, including; most plastics, Styrofoam, drinking straws, and other non-paper packaging are not permitted to be used as it may present a hazard to Marine life. The concessionaire shall also comply by keeping the area neat, picked up, free of litter, and trash bagged.
- 4.5 All costs associated with the concession, including but not limited to the operation and management of the concession, preparation and outfitting of the facility, all supplies, cleaning materials, and staffing will be the responsibility of the Concessionaire, unless otherwise addressed in this solicitation.
- 4.6 The Concessionaire is responsible for obtaining and paying for all necessary licenses and permits to operate the concession and must keep all licenses and permits current.

- 4.7 The City reserves the right to offer special events in the public park area surrounding the concession. These events would be coordinated with the Concessionaire to minimize any impact on their operation.
- 4.8 The awarded Concessionaire shall be responsible for the cleanup and maintenance of the concession, the daily cleaning of the area directly in front of and around the concession window. In addition, the Concessionaire will be responsible to set up and take down table umbrellas in the adjacent seating area, daily. Cleanup consists of the disposal of trash, cardboard and recyclables.
- 4.9 Concessionaire shall, at his sole expense, perform all janitorial services necessary to maintain the public restrooms in good, sanitary, and neat order, condition and repair. Such services shall be performed daily throughout the term of the Agreement and shall, at a minimum, include the following:
- 4.9.1 Daily requirements:
- 4.9.1.1 All waste receptacles in the restrooms will be emptied and removed to an acceptable container provided by the City.
  - 4.9.1.2 Restrooms floors to be swept and mopped.
  - 4.9.1.3 Mirrors and bright work to be cleaned and polished.
  - 4.9.1.4 Wash and disinfect all basins, bowls, and urinals.
  - 4.9.1.5 Wash and clean all partitions and dispensers.
  - 4.9.1.6 Clean and sanitize drinking fountains.
  - 4.9.1.7 Spot clean doors, switch plates, walls and other problem areas.
  - 4.9.1.8 Clean, dust, and/or wipe telephone location area.
  - 4.9.1.9 Empty and clean all ash trays in the leasehold area.
  - 4.9.1.10 Sweep exterior leasehold area, floors, decks, stairs and rails.
  - 4.9.1.11 Refill all toilet tissue, soaps and towels as needed, especially at the beginning and ending of the day.
  - 4.9.1.12 Plunge toilet if stoppage occurs.
  - 4.9.1.13 Check doors, windows and facility for security and operation, and report all problems and malfunctioning items to City.
- 4.9.2 Weekly requirements or as needed:
- 4.9.2.1 Clean all interior walls and baseboards.
  - 4.9.2.2 Clean windows.
  - 4.9.2.3 Dust around light fixtures.
  - 4.9.2.4 Remove cobwebs from interior and exterior surfaces of entire facility.
  - 4.9.2.5 Dust all high horizontal surfaces above the average reach of a person, such as doors, windows, etc.

- 4.9.3 City shall supply an adequate amount of paper products and cleaning supplies to Concessionaire for the performance of the above-described janitorial services.
- 4.10 The Concessionaire will be responsible for the cost for trash and recyclable pick up. Concessionaire shall establish a Commercial (Can) Account with the City of Venice Solid Waste Division and coordinate for removal of all waste from the site at an appropriate frequency. Concessionaire is required to have a recycling plan and to place bottles, cans and cardboard in specified recycling containers, plus any other applicable materials should the city expand its recycling program.
- 4.11 Concessionaire shall be responsible for monthly water, sewer, and electric service and usage fees.
- 4.12 The Concessionaire shall be responsible for operation and maintenance of the interceptor (grease trap). Section 74-133(e) City of Venice Code requires pumping once every six months, at a minimum, or as often as required for proper function. The awarded Concessionaire will be required to comply with applicable codes for sizing and maintenance of the interceptor (grease trap).
- 4.13 The Concessionaire will be responsible for pest control in the concession area.
- 4.14 Concessionaire shall perform all work without the use of subcontractors, unless written permission is received and approved by the City. A Subcontractor shall be considered any individual, partnership or corporation supplying materials or services for work under subcontract to the Concessionaire. Subcontractors must provide appropriate experience, references, and insurance. The City reserves the right to refuse any proposed sub-contractors. Concessionaire will identify all subcontracted activities and subcontractors in their proposal, if applicable.
- 4.15 Any websites, online map postings utilizing the City property address, and social networking sites will be monitored, reviewed and approved by the City for content. The City shall have access to such sites upon request.
- 4.16 Concessionaire must, as a representative of the City, conduct operations in a professional manner.
- 4.17 The Concessionaire shall not erect or post signs, banners, and promotional material without the prior written approval of the City. Permits may be required for such activities. Permits would be the responsibility of the Concessionaire.

- 4.18 Concessionaire must establish a method to assess customer satisfaction and concession attendance figures, and shall provide records available to City upon request.
- 4.19 Concessionaire is required to maintain required levels of insurance as specified in this solicitation, at all times. Failure to maintain required insurance shall be considered a breach of contract and operations will cease until coverage is re-instated. If lapse is more than three 3 days the City will have the option to terminate the contract.
- 4.20 Concessionaire will be responsible to apply for and obtain a special event application and agreement and City Council approval, as applicable, in advance of any special events. The Concessionaire will be required to comply with all applicable City of Venice regulations and permitting requirements.
- 4.21 Concessionaire must provide a \$10,000 performance bond or a \$10,000 cash security deposit at the time of contract signing.

## **5.0 STAFFING REQUIREMENTS**

- 5.1 Concessionaire shall select, employ, and train personnel, who shall, at all times, conduct themselves in a professional and courteous manner and abide by the staff professionalism guidelines. All employees of the Contractor shall be considered to be, all times, the sole employees of the Contractor, under the Contractor's sole direction.
- 5.2 The Concessionaire will be responsible for the discipline and, if necessary, discharge of any or all personnel working in this operation.
- 5.3 All managing members of Concessionaire may be subject to a background check which would be performed by the City at City's expense.
- 5.4 The Concessionaire also will be required to disclose any criminal convictions in the past ten (10) year for fraudulent or dishonest dealings or those violations involving moral turpitude and will continue to uphold themselves to the highest ethical and moral standards in all dealings both professionally and personally and will notify the City within five (5) days of any new misdemeanor and/or felony charges and within thirty (30) days any plea of guilty or nolo contendere to any felony throughout the term of the agreement.
- 5.5 The quantity and scheduling of staff must be sufficient to meet the needs of the public.

## **6.0 MINIMUM OPERATIONAL REQUIREMENTS**

- 6.1 The Operation must be open seven (7) days per week including both Saturday and Sunday, with the exception of July 4th for the annual fireworks display, Thanksgiving Day, and Christmas Day, unless previously approved by the City. The Operation must be open a minimum of six (6) continuous hours per day.

The Operation may not open for business before 6:00 AM throughout the entire year. The Operation must close for business no later than 7:00 PM when Eastern Standard Time is in effect (beginning with the 1st Sunday in November and ending on the Saturday before the 2nd Sunday in March), and no later than 9:00 PM when Eastern Daylight Savings Time is in effect (beginning with the 2nd Sunday in March and ending on the Saturday before the 1st Sunday in November).

- 6.2 Notwithstanding the foregoing, the Concessionaire may, in Concessionaire's reasonable discretion, close operations due to inclement weather which has the potential to impact the safety or welfare of Concessionaire or its employees ("Adverse Weather Conditions"). When closing for Adverse Weather Conditions, a sign must be posted advising customers of the reason for closure and estimated time of re-opening. The City may close the Jetty due to weather or safety conditions at its sole determination.
- 6.3 Concessionaire shall make available for purchase a variety of quality and moderately priced food at various price points and beverage items (no alcohol per Venice City ordinance) and miscellaneous beach- related convenience items such as sunscreen, sunglasses and hats. The concessionaire may provide rentals such as fishing poles, beach chairs and umbrellas. However, rentals of motorized and non-motorized watercraft, floats, flotation devices, fins, masks, snorkels, or any other products to facilitate waterborne activities shall be prohibited. The selection and display of rental items shall be at the sole review and approval by the City.
- 6.4 Prices charged shall be comparable to those elsewhere in the area for similar types of refreshments.
- 6.5 All proposed products, services and pricing shall be reviewed and approved by the City.
- 6.6 Concessionaire must abide by all rules and laws governing food preparation and food service as set forth by the health department and local and state laws. The City is to be notified within twenty-four (24) hours of any inspection and shall be provided a copy of the resulting report or findings.



- 6.7 Concessionaire shall obtain the appropriate Food Service license within thirty (30) days of award, and shall secure such license prior to commencing operations.

## **7.0 LIVE ENTERTAINMENT**

- 7.1 In the event the Concessionaire wishes to play live or pre-recorded music, Concessionaire is responsible for obtaining license(s), as required.
- 7.2 The Concessionaire will be required to comply City of Venice Noise Ordinance requirements.

## **8.0 AUDIT AND SITE VISIT REQUIREMENTS**

- 8.1 Concessionaire must maintain proper financial records and provide full access to City upon request.
- 8.2 The City will provide the awarded Concessionaire with a minimum of ten (10) business day notice before an audit is to be conducted. Concessionaire is required to keep, at its expense, accurate financial records including:
- 8.2.1 Revenue and expense reports
  - 8.2.2 Florida State Sales Tax Returns
  - 8.2.3 Federal Payroll Tax Returns
  - 8.2.4 Any recorded ledgers
  - 8.2.5 Personnel records
  - 8.2.6 Contracts with sub-contractors and suppliers and any other documentation requested.
- 8.3 The City reserves the right to inspect the facility at any time and without notification. The inspections will be conducted with as minimal disruption to normal business operations as possible.

## **9.0 REPORTING REQUIREMENTS**

The Concessionaire will be responsible for providing monthly, quarterly and annual financial reports timely, including but not limited to State Tax and Sales reports. The Concessionaire will be required to submit monthly statements of gross receipts from all categories of income in a format provided by the City by the 15<sup>th</sup> of the following month. Within sixty (60) days after the end of an operating year, the Concessionaire will be required to submit income and expense statements for the past year's operation. The Concessionaire will also be required to provide monthly sales tax returns, Quarterly Federal 941 returns and State UCT-6 returns

evidenced by proof of payment of taxes due. These documents will be due on the 15<sup>th</sup> day following the deadline of any filing.

## **10.0 SITE IMPROVEMENTS AND REPAIRS**

- 10.1 All improvements to the site or facility must be submitted in writing to the City for review and approval.
- 10.2 All improvements affixed to the building shall revert to City ownership upon termination or expiration of the resulting agreement.
- 10.3 The Concessionaire will be responsible for maintaining and repairing any devices and systems within the building, including but not limited to plumbing, electrical and HVAC systems.
- 10.4 The Concessionaire is required to use City-approved contractors for City-owned systems.
- 10.5 The Concessionaire will be responsible for the cleaning of the exterior of the building surrounding the exterior doors.
- 10.6 The City is providing a structure "as is", and does not warrant the structure in any way. The Concessionaire is accepting the structure "as is", and will be responsible for all maintenance of the structure including the roof. The City will not be responsible for replacing or repairing the structure in the event that it fails due to an Act of God, weather, or structural failure. Concessionaire's Agreement will terminate in the event that the structure is damaged or is no longer in a safe operating condition. Unless, Concessionaire, with review and approval by the City, at his own expense, completes all necessary repairs, including obtaining any required permits, or relocates the building in accordance with the ACOE/WCIND Agreement.
- 10.7 All damages, vandalism, or criminal activity to or on the property, must be reported to the City within twenty-four (24) hours of identification.

## **11.0 POINT OF SALES SYSTEM AND SALE TRANSACTIONS**

- 11.1 The City reserves the right to install a Point of Sales System provided by the City with thirty (30) days written notice to Concessionaire for the purpose of recording cash and credit card transactions for goods and services. In the event no Point of Sales System is installed, the Concessionaire will be responsible for providing any system(s) it deems necessary for tracking and reporting of transactions.

- 11.2 Concessionaire and all staff must offer a receipt to all customers regardless of transaction amount. Failure to give receipts for purchases may result in the termination of the Term Contract. The City reserves the right to randomly audit this process.
- 11.3 Concessionaire must accept multiple payment methods including cash, credit and debit card payments.

## **12.0 CITY'S RESPONSIBILITIES**

- 12.1 City will provide adequate number of trash cans for the park area.
- 12.2 City will provide benches and picnic tables to supplement seating provided by concessionaire.
- 12.3 The City will provide restroom facilities while the lease is active and the existing structure is operational. Concessionaire may not operate without restroom facilities.

## **13.0 INSURANCE REQUIREMENTS**

- 13.1 Concessionaire must provide coverage in the following amounts and name the City of Venice as additional insured for the duration of the contract and any subsequent renewals.
- 13.2 Commercial General Liability: including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
- 13.3 Business Auto Policy: including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
- 13.4 Workers Compensation: Concessionaire will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

## **14.0 COMPENSATION**

- 14.1 The awarded Concessionaire will pay the City a monthly lease in the amount of \$1000 per month.

14.2 In addition, Concessionaire shall pay the City, annually, percentage of sales proposed in response to this RFP.

14.3 Total compensation and frequency of payment to the City may be negotiated prior to award.

#### **15.0 TERM OF CONTRACT**

Any contract resulting from this solicitation will be for a period of 48 months renewable for two (2) additional 24 month extensions by mutual consent of both parties.

#### **16.0 REJECTION OF PROPOSALS**

The City of Venice reserves the right to waive minor proposal irregularities, and to reject any and all Proposals or parts thereof, or to accept the Proposal(s) or parts thereof, when considered by it to be in the best interest of the City.

#### **17.0 QUESTIONS DURING RFP PHASE**

Questions must be submitted in writing to [pboers@venicegov.com](mailto:pboers@venicegov.com) or by fax to (941) 486-2790, Attn: Peter Boers, Procurement- Finance Department, for the City's consideration no later than **TBD**, 2017 by **11:00 A.M.** Responses will be provided in writing and posted on [www.demandstar.com](http://www.demandstar.com) for download.

**END OF SECTION**

## **SECTION 3: REQUEST FOR PROPOSALS (RFP) RESPONSE & PROCEDURES**

This section identifies specific information which must be contained within each proposal. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in this section, identifying the response to each specific item.

The information that you provide shall be used to determine those Concessionaires with perceived ability to perform the Scope of Services as stated in this solicitation which may overall best meet the needs of the City of Venice. Interviews with those Concessionaires reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to the City

### **TAB 1      ADMINISTRATIVE SUBMITTAL**

- One Page Letter of Interest
- Proposer's Warranty
- *Sworn Statement Pursuant to Section 287.133 (3) (A) Florida Statutes on Public Entity Crime*
- *Local Preference Verification Worksheet*
- *Non-Collusion Affidavit*
- *Drug Free Workplace*
- *Conflict/Non Conflict of Interest and Litigation Statement*
- *Compensation Proposal Form*

**TAB 2      INFORMATION TO BE SUBMITTED REGARDING CONCESSIONAIRE(S)**

Please provide information to all questions below. Answers may be given in the space provided or on a separate sheet with supporting information as necessary. This information is vital to the selection process; consideration for selection will be given to the vendor who best satisfies the question's below.

2.1 Applicant Information:

Company Name: \_\_\_\_\_

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

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

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

- 2.2 Describe your organization including how long your business has been in existence under your control and/or ownership. Identify what percentage of your business operating a mobile food concession. Please provide support documentation.
- 2.3 Attach information on other mobile concessions you currently operate or have operated in the last three years. List the number you have specifically created. Include the name of the representative of the company or municipality you leased space from and a business phone number for each location. In addition, provide a minimum of three business related references including the business name, contact person, and current daytime phone number.
- 2.4 Please indicate if you or any other principal in your organization has been involved in a legal dispute related to your business operation. If applicable, describe the status or disposition of the lawsuit.

- 2.5 Has the owner of your company ever been declared bankrupt (voluntary or involuntary or insolvent or entered into an arrangement for the benefit of creditors? If yes, please explain.
- 2.6 Describe your training in food service sanitation. Please attach any current licenses or certifications relative to food truck operations.
- 2.7 Provide a complete and detailed marketing plan. Outline specific advertising efforts and advertisement budget.
- 2.8 Attach a complete listing of menu offerings and sale prices. This information will be used by the City as a component of the decision making process.
- 2.9 Attach any additional comments you feel relevant in assisting the City with the selection of your company as Concessionaire. This may include but not be limited to: Entertainment/Music, tables and chair provided, and/or any other items that will make your offer unique.

## **EVALUATION AND SELECTION**

### **EVALUATION FACTORS**

Evaluation of proposals will be conducted by an evaluation committee. The committee's goal will be to identify the proposal which will overall best meet the needs of the City as determined from the proposals received and subsequent investigation by the City. General factors to be applied will be:

- (1) Ability of the Concessionaire(s) to perform the Scope of Services as stated in this Request for Proposal in the timeliest and efficient manner possible, - 20%
- (2) Legal, technical and financial capabilities of Concessionaire(s)- 10%
- (3) Experience of Concessionaire(s)- 20%
- (4) Local Preference – 10%
- (5) Compensation Plan – 40%

These evaluation factors shall determine the successful proposal.

### **PRELIMINARY RANKING**

An evaluation committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Concessionaire(s) most qualified to be selected to negotiate an agreement.

### **REVIEW OF CONCESSIONAIRES AND PROPOSALS**

In-person reviews may be conducted with responsible Concessionaires who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of: (a) conformance to the solicitation requirements, (b) the abilities of the Concessionaire, and (c) the proposal submitted.

Concessionaires shall be available for presentations to and interviews with the evaluation committee, upon reasonable notification from the City. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the City, and may be closed to the public in the discretion of the City, and to the extent permitted by law.

### **SELECTION FOR NEGOTIATION**

The evaluation committee will make a recommendation to the City Council as to the Concessionaire which the City should enter into negotiations. The City Manager (or designee) will act upon that recommendation and, if accepted, the successful Concessionaire will be invited to enter negotiations with the City.



## **AWARD**

Award of an agreement is subject to the successful negotiations and the approval of either the City Manager or City Council (as provided for in the current Purchasing Code and Procurement Procedures).

## **NEGOTIATION OF AN AGREEMENT**

### **GENERAL**

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the City which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the City upon termination or completion of the engagement.

### **AGREEMENT**

The selected Concessionaire shall be required to negotiate an agreement, in a form and with provisions acceptable to the City.

Negotiated Agreements may or may not include all elements of this solicitation or the resulting successful proposal where alternative terms or conditions become more desirable to the City, and the parties agree to such terms.

The parties will negotiate the term of the agreement, and the circumstances in which it may be renewed, assigned or terminated.

The parties will negotiate matters of insurance, liability, record-keeping, auditing, and all other relevant contractual matters.

### Proposer's Warranty

The undersigned person by his/her signature affixed hereon warrants that: (a) he/she is an officer of the institution submitting the proposal; (b) he/she has fully read and understands this RFP and has full knowledge of the scope, nature, quantity, and quality of work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed; and (c) acknowledges that the institution has no objection to incorporating the RFP, addenda, and its proposal response as the formal contract between the Proposer and the CITY.

Anti-Collusion Statement:

**THE BELOW SIGNED PROPOSER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS OFFER WITH OTHER PROPOSERS AND HAS NOT COLLUDED WITH ANY OTHER PROPOSER OR PARTIES TO A PROPOSAL WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

Name of Bidding Proposer \_\_\_\_\_

Mailing Address \_\_\_\_\_

Location Address \_\_\_\_\_

CITY & State \_\_\_\_\_ ZIP \_\_\_\_\_

Telephone \_\_\_\_\_ Fax Number \_\_\_\_\_

Cellular number \_\_\_\_\_

Federal ID# \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

State of Florida Registration to do Business: \_\_\_\_\_

Name/Title of person authorized to bind the Company:

Name \_\_\_\_\_  
Printed

Title \_\_\_\_\_

Signature of person authorized to bind the Company: \_\_\_\_\_

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

**Sworn Statement Pursuant to Section 287.133 (3) (A)**

**Florida Statutes on Public Entity Crime**

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 \_\_\_\_\_

By \_\_\_\_\_

(print this individual's name and title)

For \_\_\_\_\_

(print this individual's name and title)

whose business address is \_\_\_\_\_

and if applicable whose Federal Employer Identification Number (FEIN) is \_\_\_\_\_

If the entity has no FEIN, include the Social Security Number of the individual signing this sworn Statement: \_\_\_\_\_

2. I understand that a "public entity crime" as defined in paragraph 287.133(1)(a), Florida Statutes, mean a violation of any state or federal law by a person with respect to and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to any bid or contract for goods or services to be provided to any public entity or any 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 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 public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of 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 provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, 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 a 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, or agents who are active in the management of the entity, or any affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. AND (Indicate which additional statement applies).

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the past 36 months. However, there has been a subsequent proceeding before a Hearing Officers of the State of Florida, Division of Administrative Hearings and the Final Order 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. (Attached is 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 THE PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED AND FOR THE PERIOD OF THE CONTRACT ENTERED INTO, WHICHEVER PERIOD IS LONGER. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

---

Authorized Signature

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

by \_\_\_\_\_ who is personally known to me, or who  
(name of person whose signature is being notarized)

produced identification \_\_\_\_\_ (type of identification).

NOTARY PUBLIC: [SEAL]

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

Print Name: \_\_\_\_\_

My commission expires \_\_\_\_\_

## **LOCAL PREFERENCE VERIFICATION WORKSHEET**

### **HOW DO I DETERMINE "LOCAL PREFERENCE"**

The following questions will help you determine local preference for your company.

answer questions 1 through 4 **FIRST**. If you answer **NO** to any questions 1 through 4, local preference does **NOT** apply.

**ONLY** if you answer **YES** to questions 1 through 4, may you proceed to question 5.

If you answer **YES** to any questions 5 through 7, local preference applies.

If you are unsure of how to answer any questions, contact the City of Venice's Procurement Department at 941-486-2626.

#### **Questions 1 – 4**

1. Have you paid a local business tax either to Sarasota, DeSoto or Charlotte County (Manatee County does not have a local business tax) authorizing your company to provide goods or services described in this solicitation?

**YES** \_\_\_\_ If "yes", proceed to question 2.

**NO** \_\_\_\_ If "no", **STOP, local preference does not apply.**

\* If the name on the local business tax receipt is not the same as the name on the bid/solicitation submittal, local preference does not apply.

2. Does your company maintain a permanent physical business address located within the limits of Sarasota, Manatee, DeSoto or Charlotte County?

**YES** \_\_\_\_ If "yes", proceed to question 3.

**NO** \_\_\_\_ If "no", **STOP, local preference does not apply.**

3. Does your local business office (identified in question 2) have a least one full time employee ?

**YES** \_\_\_\_ If "yes", proceed to question 4.

**NO** \_\_\_\_ If "no", **STOP, local preference does not apply.**

4. Do at least fifty percent (50%) of your company employees who are based in the local business location (identified in question 2) reside within Sarasota, Manatee, DeSoto or Charlotte County?

**YES** \_\_\_\_ If "yes", proceed to question 5.

**NO** \_\_\_\_ If no, **STOP, local preference does not apply.**

#### **Questions 5 – 7**

5. Is your local business office (identified in question 2) the primary location (headquarters) of your company?

**YES** \_\_\_\_ If "yes", **STOP, local preference applies.**

**NO** \_\_\_\_ If "no", proceed to question 6.

6. If the local business office (identified in question 2) is not the primary location of your company, are at least ten percent (10%) of your company's entire full-time employees based at the local office location?

**YES \_\_\_\_\_ If "yes", STOP, local preference applies**

**NO \_\_\_\_\_** If "no", proceed to question 7

7. If your local business office is not the primary location of your company, does at least one corporate officer, managing partner or principal owner of the company reside in Sarasota, Manatee, DeSoto or Charlotte County?

**YES \_\_\_\_\_ If "yes", STOP, local preference applies**

**NO \_\_\_\_\_** If "no", local preference does not apply.

## **NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_

CITY of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says that:

1. He/she is the \_\_\_\_\_, (Owner, Partner, Officer, Representative or Agent) of \_\_\_\_\_ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, 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 elements 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 (Recipient), or any person interested in the proposal Work.

Signed, sealed and delivered in the presence of:

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

\_\_\_\_\_ (Printed Name)

\_\_\_\_\_  
(Title)

### **ACKNOWLEDGEMENT**

State of \_\_\_\_\_

CITY of \_\_\_\_\_

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2017, before me, the undersigned Notary Public of the State of \_\_\_\_\_, personally appeared

\_\_\_\_\_ and (Names of individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

\_\_\_\_\_  
(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: \_\_\_\_\_

☐ **DID** take an oath, or ☐ **DID NOT** take an oath



### **DRUG FREE WORKPLACE**

Preference shall be given to business with drug-free workplace programs. Whenever two or more RFPs, which are equal with qualifications and service, are received by the CITY for the procurement of commodities or contractual services, an RFP 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, your Proposer 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 action 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 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 a RFP, 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 RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea 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 an 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 Proposer complies fully with the above requirements.

Concur \_\_\_\_\_

Variance \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Proposer's Signature

**CONFLICT/NON CONFLICT OF INTEREST AND LITIGATION STATEMENT**

**CHECK ONE**

☐

To the best of our knowledge, the undersigned Proposer has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

**OR**

☐

The undersigned Proposer, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

**LITIGATION STATEMENT**

IN FLORIDA ONLY, JUDGMENTS AGAINST THE PROPOSER, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE PROPOSER BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

**CHECK ONE**

☐

The undersigned Proposer has had no litigation adjudicated against the Proposer on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

**OR**

☐

The undersigned Proposer, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the Proposer during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Name (print or type): \_\_\_\_\_

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

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

## **COMPENSATION PROPOSAL FORM**

### **Instructions to Proposers:**

**This form is required to be completed and submitted with your proposal.** Failure to include this form with your proposal will result in a total award of zero (0) points in the Compensation category of the RFP, regardless of any supplementary or clarifying information provided.

**Only one Compensation Proposal may be submitted with each proposal.**

**Only the Compensation Proposal submitted below shall be used in calculating the points to be awarded for Compensation.**

**The score for Compensation shall be calculated on the basis of the Compensation Proposal indicated by the Proposer.**

**The Proposer with the highest percentage compensation to the City will be awarded the maximum number of points.**

**All other proposals will be scored according to the following formula:**

**(Proposer's submitted compensation percentage/Highest submitted compensation percentage) x Total Available Points = Score**

*Example (for clarification purposes only): If the highest submitted Compensation Proposal is 10%, that proposer will receive the full number of points. Another proposer submitting a Compensation Proposal of 8% will receive points calculated as follows:*

*First calculation:  $.08 / .10 = .8$*

*Second Calculation:  $.8 \times 40 = 32$*

*32 points would be awarded in this example.*

### **Compensation Proposal**

The Concessionaire shall pay the City a percentage of its monthly gross revenue as compensation for its use of the concession space. Proposers shall complete the Compensation Proposal Form to indicate the percentage of gross revenue they are offering with their proposal. The percentage shall be calculated on all gross revenues and paid to the City monthly, and shall remain fixed for the term of the concession agreement.

The monthly compensation to the City will be \$1000 per month in addition to the percentage of gross revenue submitted by Proposer

Proposed percentage of monthly gross revenue: \_\_\_\_\_%

Submitted by (print name): \_\_\_\_\_

Submitted by (signature): \_\_\_\_\_

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

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

EXHIBIT A



REPLY TO  
ATTENTION OF

**DEPARTMENT OF THE ARMY**  
JACKSONVILLE DISTRICT, CORPS OF ENGINEERS  
701 SAN MARCO BLVD  
JACKSONVILLE, FLORIDA 32207-8175

OCT 03 2016

Real Estate Division  
Management and Disposal Branch

Ms. Kathleen Weeden, City Engineer  
City of Venice  
401 W. Venice Avenue  
Venice, Florida 34285

Dear Ms. Weeden:

Enclosed for your records please find a fully executed copy of Department of the Army Consent to Easement No. DACW17-9-16-0173. The Consent to Easement will allow the concession stand, restroom facilities and lift station to remain on the Federal right-of-way easement of the Intracoastal Waterway, Caloosahatchee River to Anclote River. These structures can require removal at the City's expense if the Government deems appropriate for construction, improvement, operation and maintenance.

Should you have any questions, please telephone Ms. Bertha Miller of this office at 904-232-3727.

Sincerely,

A handwritten signature in blue ink, reading "Audrey Ormerod", is positioned above the typed name.

Audrey C. Ormerod  
Chief, Real Estate Division

Enclosure

Copy Furnished: Justin McBride, Executive Director, West Coast Inland Navigation District, 200 E. Miami Avenue, Venice, Florida 34285

**DEPARTMENT OF THE ARMY  
CONSENT TO EASEMENT  
TO USE CORPS OF ENGINEERS RIGHT-OF-WAY**

Consent No. DACW17-9-16-0173  
Project: Intracoastal Waterway,  
Caloosahatchee River to Anclote River  
Sarasota County, Florida  
Tract No. 2807E

**THIS CONSENT TO EASEMENT AGREEMENT**, made by and between the **UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**, hereinafter referred to as the "Government", acting by and through the District Chief of Real Estate Division, Real Estate Contracting Officer, U.S. Army Corps of Engineers, Jacksonville District, hereinafter referred to as "said officer," and **CITY OF VENICE, FLORIDA** hereinafter referred to as the "Grantee":

**WHEREAS**, the Government has acquired a perpetual easement over the above-numbered tract of land, which easement, by its terms, reserves to the Government, in perpetuity, the right to use said easement for the construction, improvement, and maintenance of the Intracoastal Waterway, Intracoastal Waterway, Caloosahatchee River to Anclote River Project, Sarasota County, Florida; and

**WHEREAS**, the Grantee owns certain improvements consisting of a concession stand, restroom facilities, and a lift station located on property that is subject to this consent; and

**WHEREAS**, the facilities constitute encroachments upon the Government's property interest; and

**WHEREAS**, the Grantee has requested permission to use and occupy a portion of the lands identified as Tract No. 2807E in Section 2, Township 39 South, Range 18 East, Sarasota County, Florida, comprising 0.10 of an acre, more or less, as shown in red on Exhibit "A" attached hereto and made part hereof, for the continued use of an existing concession stand, restroom facilities, and a lift station.

**NOW THEREFORE**, this consent is granted and accepted under the following conditions:

1. That the structures currently on the easement could require removal in accordance with Conditions 9 and/or 12 of this consent or relocation of the structures by the Grantee at the Grantee's expense if the Government deems appropriate for the construction, improvement, operation and maintenance.

2. That it is understood that this consent is effective only insofar as the property rights of the Government in the land to be occupied are concerned, and that it does not relieve the Grantee from the necessity of obtaining grants from the owners of the fee and/or other interests, therein, nor does it obviate the requirement that the Grantee obtain State or local assent required by law for the activity authorized herein.
3. That no further improvements shall be made to the property and the use authorized herein shall be limited to the use authorized by this consent.
4. That the use authorized herein shall be consistent with the terms and conditions of this consent; and that any improvements or use not specifically identified and authorized shall constitute a violation of the terms and conditions of this consent which may result in a revocation of this consent and in the institution of such legal proceedings as the Government may consider appropriate, whether or not this consent has been revoked or modified.
5. That the exercise of the privileges hereby consented to shall be without cost or expense to the Government and under the supervision of and subject to the approval of the said officer having immediate jurisdiction over the property and subject to such regulations as he may from time to time prescribe, including, but not limited to, the specific conditions and requirements set forth in this consent.
6. That the Grantee shall supervise and maintain the said improvements and cause it to be inspected at reasonable intervals, and shall immediately repair any damage found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon repair of said improvements or the making of any repairs thereto, the premises shall be restored immediately by the Grantee, at the Grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of said officer.
7. That any property of the Government damaged or destroyed by the Grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Grantee to the satisfaction of the said officer, or in lieu of such repair or replacement, the Grantee shall, if so required by said officer and at his option, pay to the Government an amount sufficient to compensate for the loss sustained by the Government by reason of damage to or destruction of Government property.
8. That the Government shall not be responsible for damages to the property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Grantee, or for damages to the property or injuries to the person of the Grantee, or the persons of Grantee's officers, agents, servants, or employees, or others who may be on said premises at the invitation of the Grantee or the invitation of one of them, arising from Governmental activities on or in

the vicinity of the said premises, and the Grantee shall hold the Government harmless from any and all claims to the extent allowed by law.

9. That the Government shall in no case be liable for any damage, either hidden or known, to any improvements herein authorized which may be caused by any action of the Government, under the rights obtained in its easements, or that may result from the future operations undertaken by the Government, and no claim or right to compensation shall accrue from such damage, and if further operations of the Government require the alteration or removal of any improvements herein authorized, the Grantee shall, upon due notice, from said officer, alter or remove said improvements without expense to the Government and subject to the supervision and approval of the said officer and no claim for damages shall be made against the Government on account of such alterations or removal.

10. That construction and/or operation, maintenance, and use of any improvements incident to the exercise of the privileges herein granted shall be in such a manner as not to conflict with the rights of the Government, nor to interfere with the operations by the Government under such rights nor to endanger lives and safety of the public.

11. That this consent may be terminated by the Government or said officer upon reasonable notice to the Grantee if the Government or said officer shall determine that any improvements or use to which consent is herein granted interferes with the use of said land or any part thereof by the Government, and this consent may be annulled and forfeited by the declaration of the Government or said officer for failure to comply with any or all of the provisions and conditions of this consent, or for nonuse for a period of two (2) years, or for abandonment.

12. That upon relinquishment, termination, revocation, forfeiture, or annulment of this consent, the Grantee shall vacate the premises, remove all property of the Grantee therefrom, and restore the premises to a condition satisfactory to the said officer. If the Grantee shall fail or neglect to remove the said property and so restore the premises, then at the option of the Government or said officer, the said property shall either become the property of the Government without compensation therefor, or the Government or said officer, may cause it to be removed, and the premises to be so restored at the expense of the Grantee, and no claim for damages against the Government, or its officer or agents, shall be created by or made on account of such removal and restoration.

13. That the Grantee within the limits of its respective legal powers shall comply with all Federal, interstate, State, and/or local governmental regulations, conditions, or instructions for the protection of the environment and all other matters as they relate to real property interests granted herein.



14. That the Grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event such items are discovered on the premises, the Grantee shall immediately notify the District Engineer, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and the site and the material shall be protected by the Grantee from further disturbance until a professional examination of them can be made or until a clearance to proceed is authorized by the District Engineer.

15. That no additional structures shall be constructed in the Government's right-of-way and that any unauthorized structures currently within the right-of-way must be removed by the Grantee, at Grantee's expense, if future needs of the Government so require.

16. That this consent may not be transferred to a third party without the prior written notice to the Chief, Real Estate Division, U.S. Army Corps of Engineers, Jacksonville District, Post Office Box 4970, Jacksonville, Florida 32232-0019, and by the transferee's written agreement to comply with and be bound by all the terms and conditions of this consent. In addition, if the Grantee transfers the improvements authorized herein by conveyance of realty, the deed shall reference this consent and the terms and conditions herein and the consent shall be recorded along with the deed in the Registrar of Deeds or with other appropriate official.

This consent is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand, by authority of the  
Secretary of the Army, this 30 day of October 2016.

UNITED STATES OF AMERICA

BY: Audrey C. Ormerod  
AUDREY C. ORMEROD  
District Chief of Real Estate  
Real Estate Contracting Officer  
U.S. Army Engineer District  
Jacksonville, Florida

AGREED TO AND ACCEPTED

CITY OF VENICE

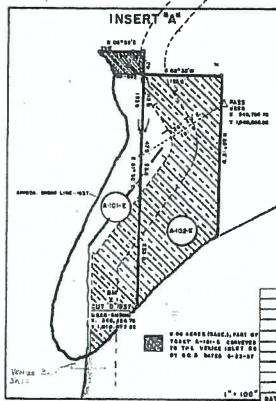
BY: John W. Holm

ATTEST:  
BY: Lori Stalder

The map shows a coastal area with several bays and inlets. DORA BAY is on the left, and ROBERTS BAY is on the right. A central area contains several islands and reefs, including MIND L., MIND I., and MIND J. A red circle is drawn around a point labeled 'SUBJECT SITE' in red text. The map includes numerous coordinates, bearings, and distances, as well as labels for various geographical features like 'DORA BAY', 'ROBERTS BAY', 'VENICE INLET', and 'REEF WHART "A"'. A scale bar at the bottom indicates a distance of 1000 feet.

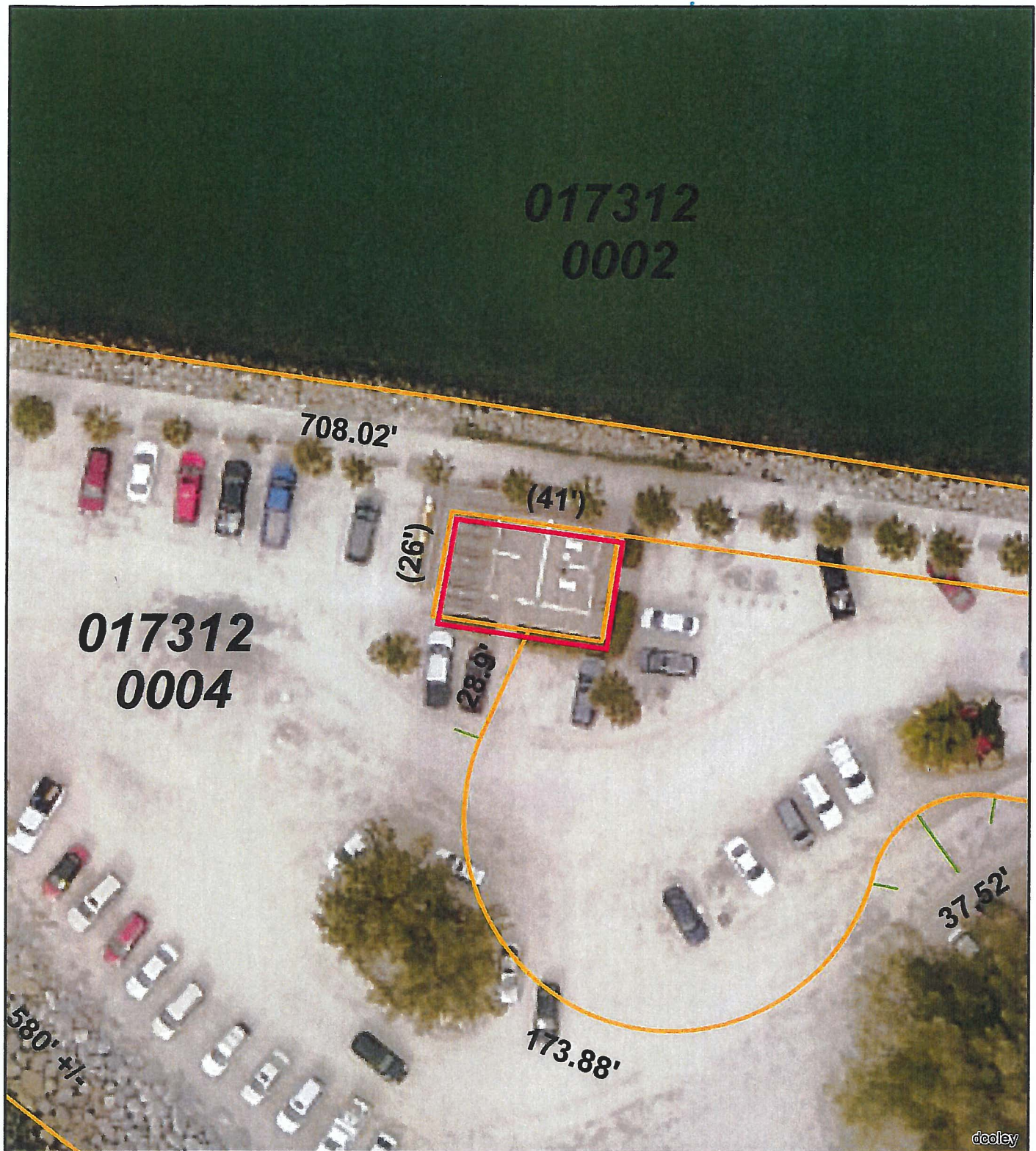
2.47 ACRES, EAST (0.42 AC. OF A-101-E AND 2.05 AC. OF A-102) CONVEYED TO GEORGE GIBBS, JR. BY G.C.D. 416, 10-8-72.

0.06 ACRES, EAST, (PART OF A-101-E) CONVEYED TO VENICE INLET CO. BY G.C.D. 416, 8-23-37.

[illegible]

SARASOTA COUNTY, FLORIDA	
DEPARTMENT OF THE ARMY OFFICE OF THE JACKSONVILLE DISTRICT ENGINEER SOUTH ATLANTIC DIVISION	
DRAWN BY <u>W.D.L. J.E.B.</u> TRACED BY <u>W.D.L. J.E.B.</u> CHECKED BY <u>W.D.L. J.E.B.</u> DESIGNED BY <u>June 20, 1950</u> CHIEF CARTOGRAPHIC BRANCH RECOMMENDED BY <u>W.D.L. J.E.B.</u>	REAL ESTATE <b>INTRACASTAL WATERWAY</b> <b>CALOOSAHATCHEE RIVER</b> <b>TO</b> <b>ANCLOTE RIVER</b>
APPROVED BY <u>W.D.L. J.E.B.</u> CHIEF REAL ESTATE BRANCH OFFICE, DISTRICT ENGINEER, WASHINGTON 25, D. C. <b>AUDITED</b> ESTABLISHMENT OR PROJECT NO. <u>JAN - R - 0046</u>	DATE <u>APR 24, 1950</u> SHEET NO. <u>1</u> OF <u>1</u> SHEET <u>2</u> OF <u>65</u>





0 0.0045 0.009 Miles

**Bill Furst**

Sarasota County Property Appraiser



*This map is a product of, and prepared for use by the  
Sarasota County Property Appraiser's Office*

*No warranties are expressed or implied*



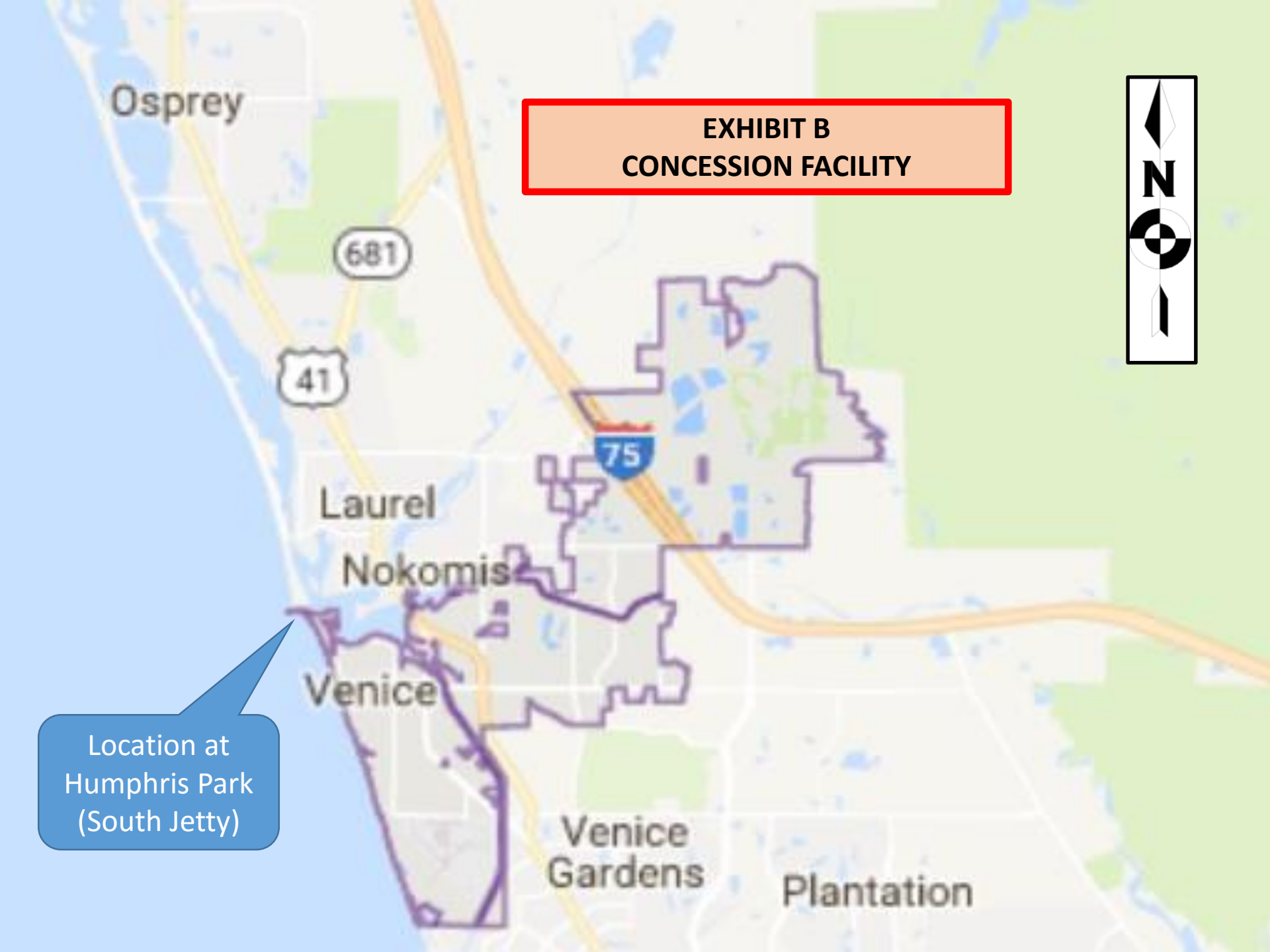
EXHIBIT "A"  
3 of 3



**EXHIBIT B**  
**CONCESSION FACILITY**



Location at  
Humphris Park  
(South Jetty)





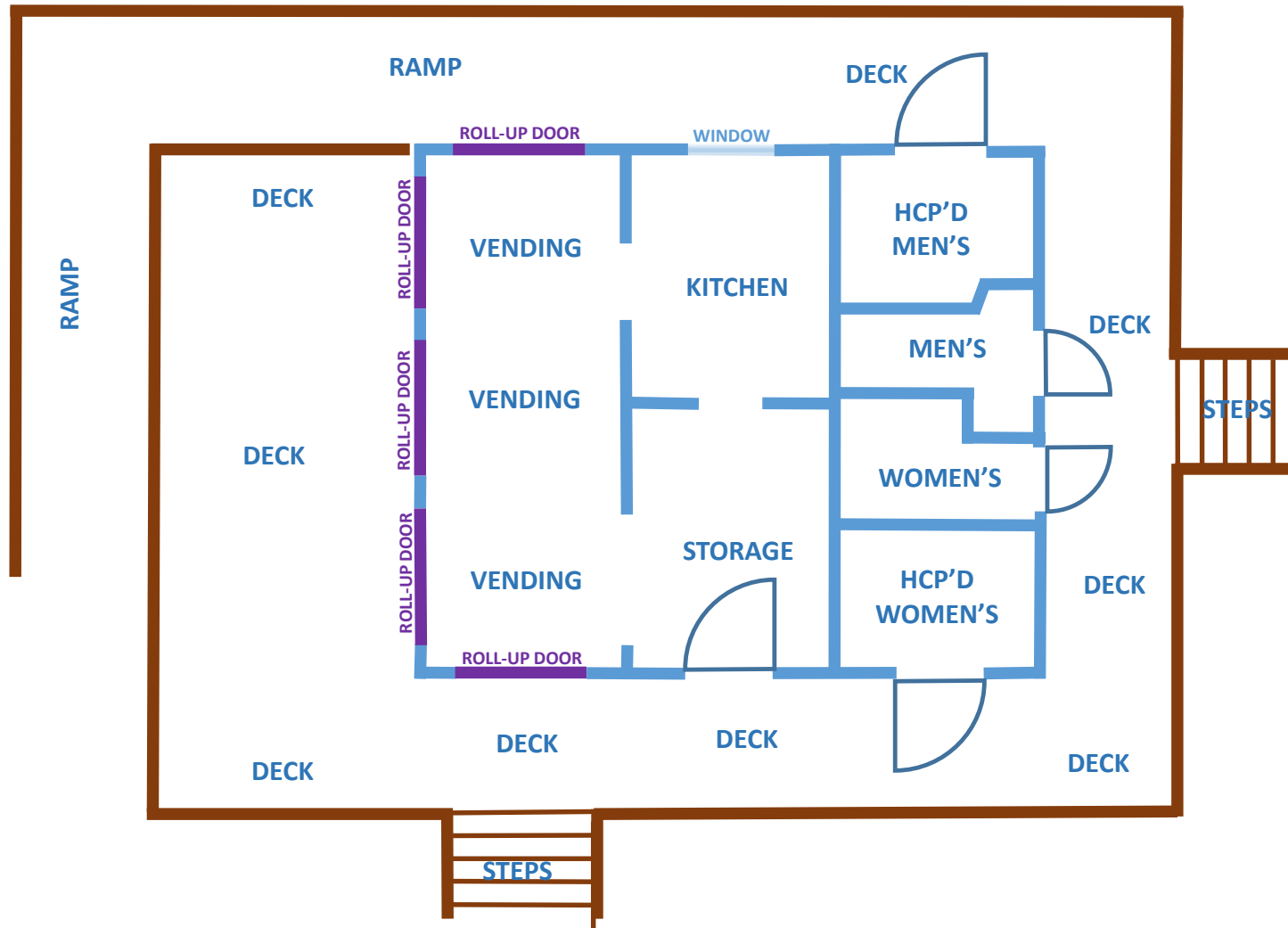


Location at  
Humphris Park  
(South Jetty)

Google

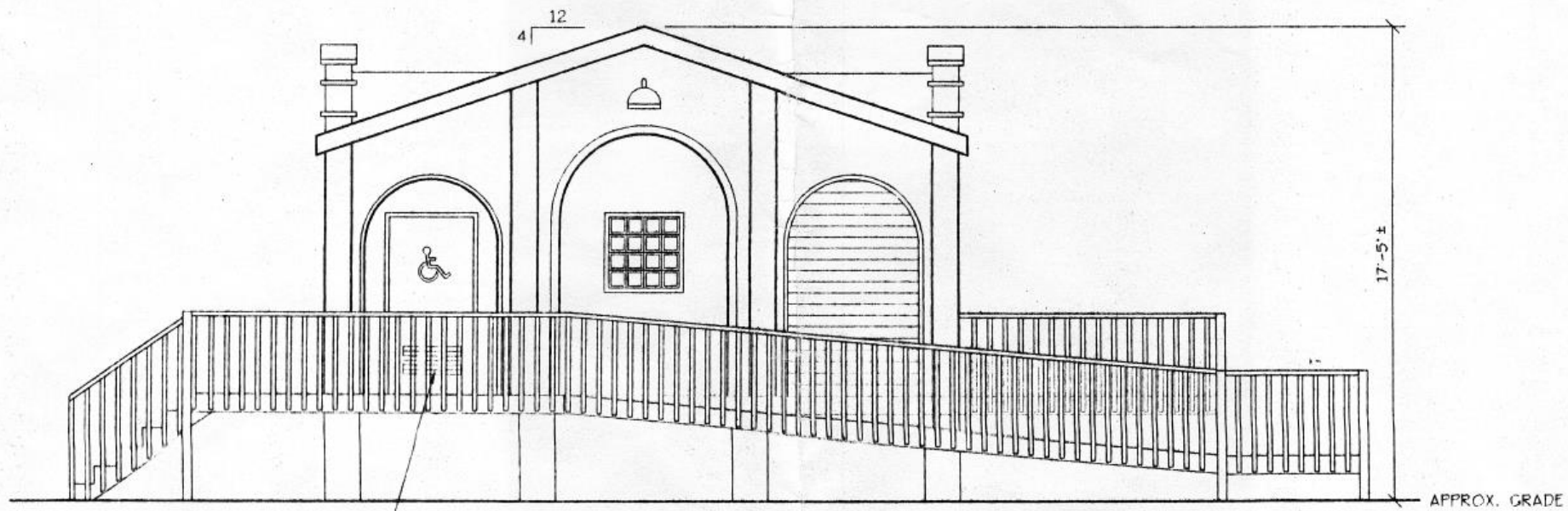








MIRROR



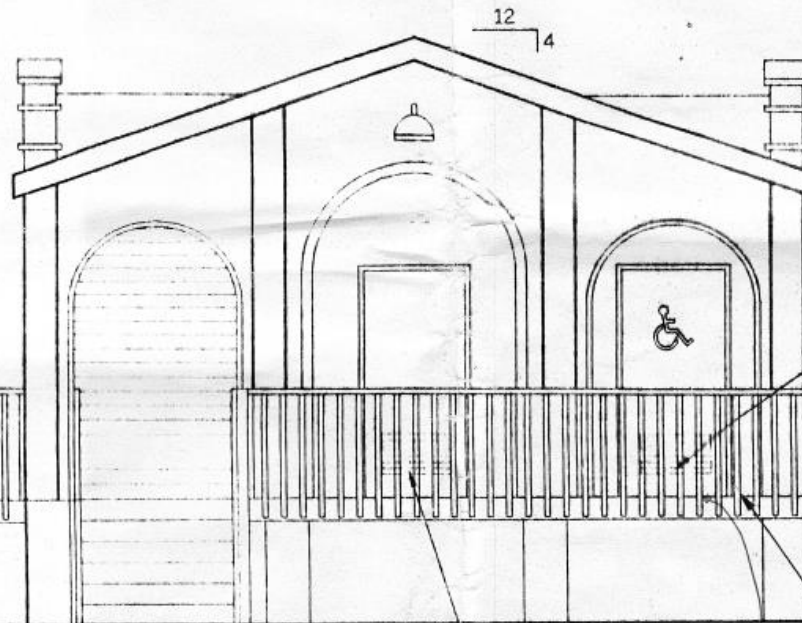
LOUVER 48 SQ IN MIN OPENING

LEFT-SIDE ELEVATION

SCALE: 1/4" = 1'-0"

**LOOKING FROM THE NORTH**

42" HIGH RAILING  
W/ PICKET SPACING  
NOT TO ALLOW THE  
PASSING OF A 4" SPHERE

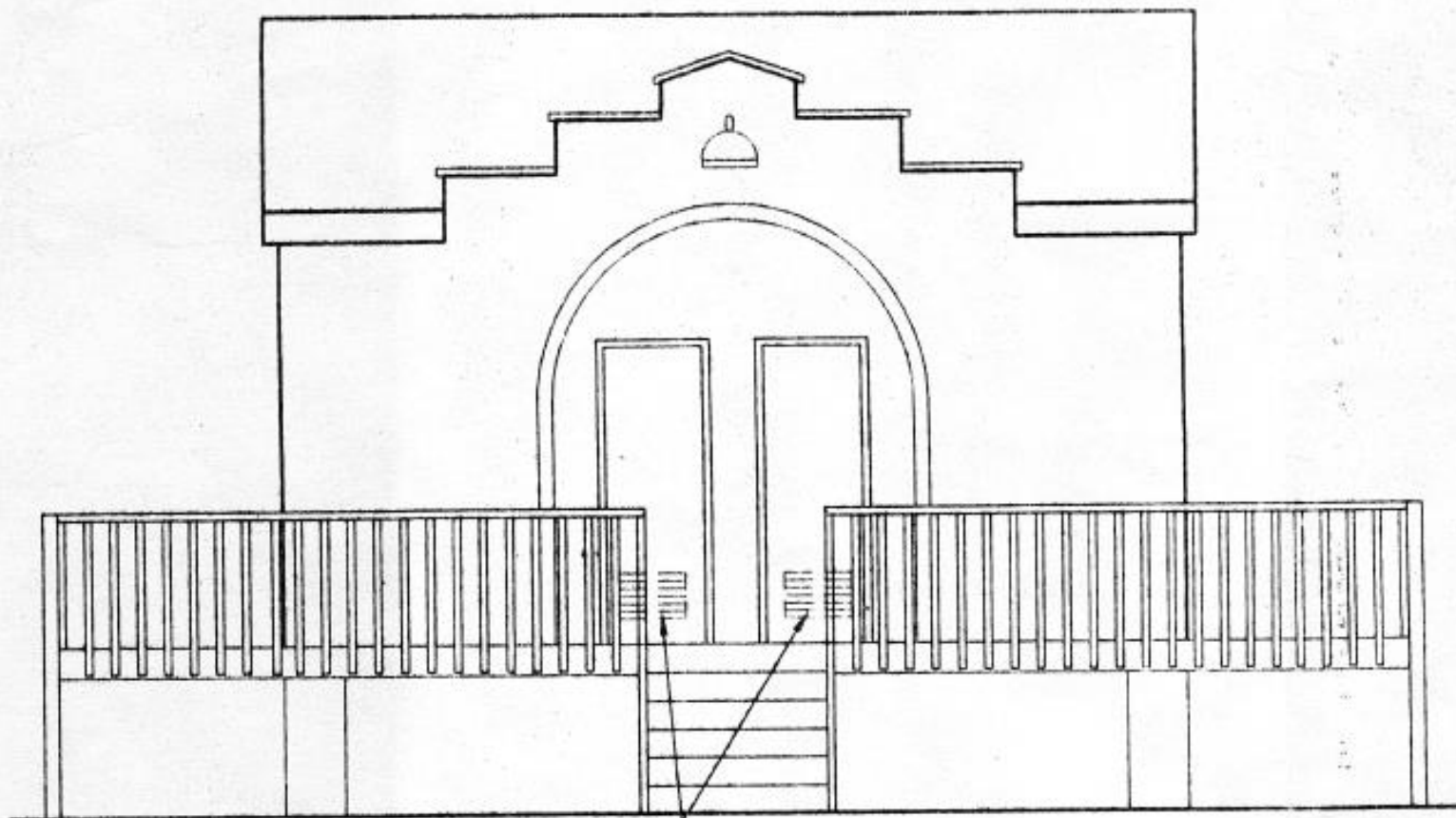


RIGHT-SIDE ELEVATION

SCALE: 1/4" = 1'-0"

FINISH FLOOR ELEVATION = 9.25' ABOVE NGVD

**LOOKING FROM THE SOUTH**



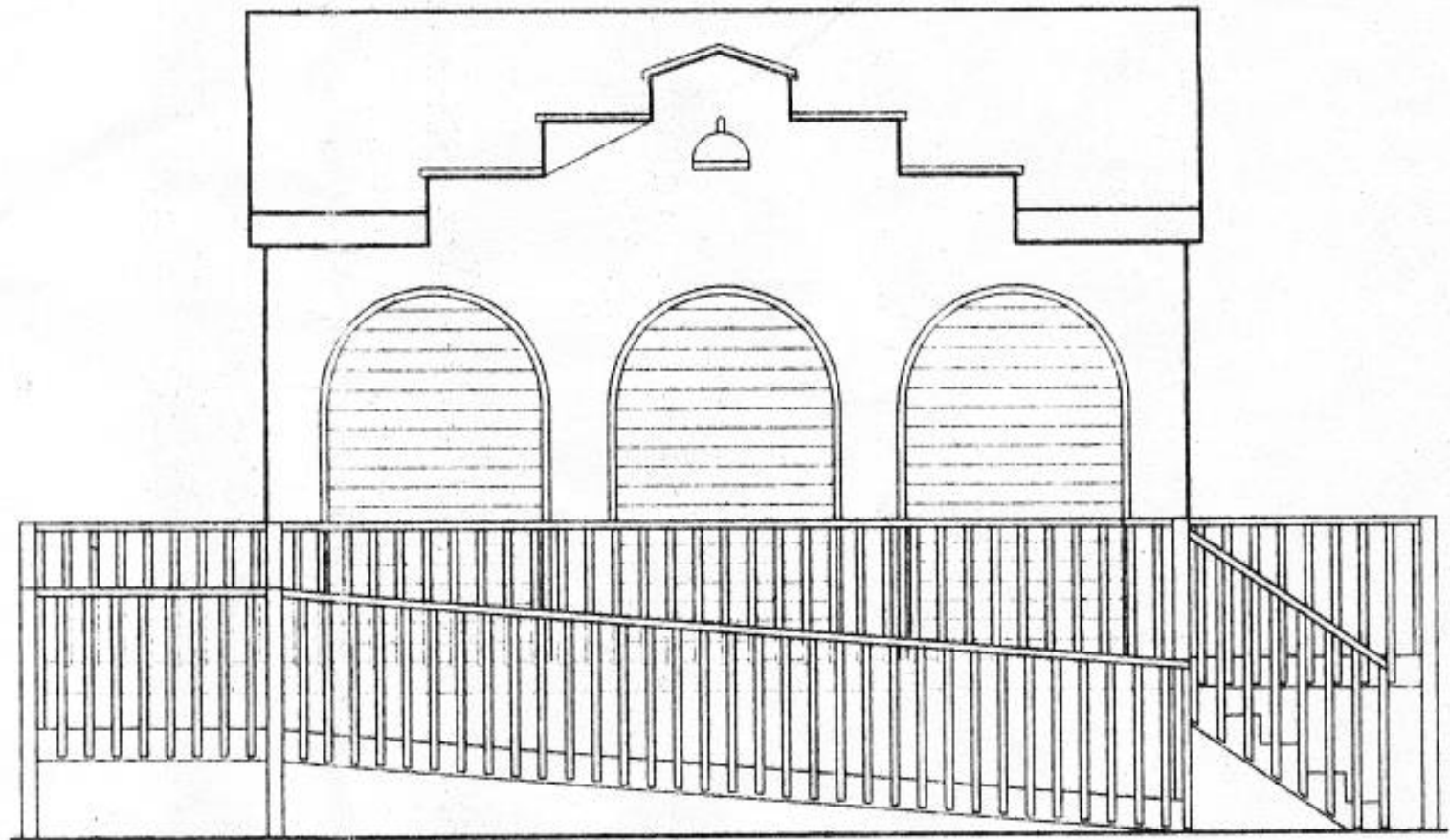
LOUVER 48 SQ. IN. MIN. OPENING

REAR ELEVATION

SCALE:  $1/4" = 1'-0"$

**LOOKING FROM THE EAST**





FRONT ELEVATION  
SCALE:  $1/4" = 1'-0"$

**LOOKING FROM THE WEST**



**LOOKING FROM THE NORTHEAST**





**LOOKING FROM THE NORTHWEST**





LOOKING FROM THE EAST





LOOKING FROM THE SOUTHWEST





**LOOKING FROM THE SOUTH**





**SOUTH SIDE OF BUILDING  
LOOKING WEST**





**WEST SIDE OF BUILDING**



**WEST SIDE OF BUILDING INTO  
VENDING AREA**





**THROUGH VENDING INTO  
STORAGE AREA**









**THROUGH STORAGE INTO  
KITCHEN**



**THROUGH STORAGE INTO  
KITCHEN**





**RAMP AND DECK ON NORTH SIDE**