

CITY OF GREENACRES
PALM BEACH COUNTY, FLORIDA



REQUEST FOR PROPOSAL
FOOD TRUCK EVENT SERVICES
RFP NO. 21-009

DEPARTMENT OF PURCHASING



CITY OF GREENACRES, FLORIDA
ADVERTISEMENT FOR PROPOSALS
FOOD TRUCK EVENT SERVICES
RFP NO. 21-009

The City of Greenacres, Florida is soliciting proposals from experienced and qualified proposers for a food truck services for special City events.

Proposals must be submitted online through DemandStar on or before **Wednesday, August 25, 2021 at 3:00 PM.**

A Pre-Proposal Meeting will be held at **10:00 AM on Wednesday, August 4, 2021** at the City Council Chambers, located in City Hall, 5800 Melaleuca Lane, Greenacres, FL 33463. **Attendance is not mandatory.** All proposers should have a representative at the meeting in order to visit all building sites, take measurements, and ensure to their satisfaction that the scope of work, prior to bid proposal submission, is understood. After the RFP has been awarded, no extra charge or compensation will be allowed as a result of failure to attend the meeting and resulting site visit.

Proposers desiring copies of the RFP document for use in preparing a proposal may obtain a set of such documents from DemandStar at www.demandstar.com.

The City reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. The City further reserves the right to award the agreement to that proposer whose proposal best complies with the proposal specifications. Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Monica Powery, CPPB
Director of Purchasing

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RFP NO. 21-009 FOOD TRUCK EVENT SERVICES

SECTION I – GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION:

These documents constitute the complete set of specification requirements and proposal forms. The proposal is to be filled in, signed, and submitted to the Purchasing Department through DemandStar on or before the specified date and time.

It is sole responsibility of the proposer to ensure that his/her proposal is submitted successfully on or before the closing date and time. The City shall in no way be responsible for delays caused by any other occurrence. Offers by telephone, email, telegram or facsimile will not be accepted.

The RFP time must be and shall be scrupulously observed. Under no circumstances will proposals delivered after the time specified be considered. Such proposals shall be returned to the proposer unopened.

All proposals must be typewritten or written in ink, and must be signed by an officer or employee having authority to bind the company or firm.

Proposers shall not be allowed to modify their proposals after the closing date and time. Proposal files may be examined during normal working hours, after RFP closing, by appointment only subject to terms described herein.

For information concerning this RFP, please contact:
City of Greenacres
Purchasing Department
purchasing@greenacresfl.gov
(561) 642-2030

2. INQUIRIES:

Interested proposers may contact the City's Director of Purchasing, Monica Powery, CPPB, with questions about the RFP by e-mail at purchasing@greenacresfl.gov. The Purchasing Department is located in the Greenacres City Hall at 5800 Melaleuca Lane, Greenacres, Florida 33463. All proposers are expected to carefully examine the RFP documents. Any ambiguities or inconsistencies should be brought to the attention of the City Director or Purchasing through written communication. The Director of Purchasing will receive written requests for clarification concerning the meaning or interpretations of this RFP, until ten (10) days prior to the submittal date. City personnel are authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. No employee of the City is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

3. RFP TABULATION:

Proposers may download the RFP tabulation directly from DemandStar at www.demandstar.com. The City does not notify unsuccessful proposers of agreement awards. RFP tabulations with recommended awards will be posted for review by interested parties on DemandStar prior to submission through the appropriate approval process and will remain posted for a period of five (5) calendar days. Failure to file a protest to the Purchasing Agent within the time prescribed shall constitute a waiver of proceedings.

4. RFP FORMS:

Proposers must use the original Proposal Form(s) provided by the Purchasing Department and enter information only in the

spaces where a response is requested. Proposals on proposer quotation forms will not be accepted. Proposers may use an attachment as an addendum to the Proposal Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's proposal and presented in the form of an addendum to the original RFP documents.

5. DEVELOPMENT COSTS:

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposal. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

6. DELAYS:

The City may delay scheduled due dates if it is to the advantage of the City to do so. The City will notify proposers of changes in scheduled due dates by written addenda.

7. LICENSES AND PERMITS:

When applicable, it shall be the responsibility of the successful proposer to obtain at no additional cost to the City, any and all licenses and permit required to complete contractual service. A copy of these licenses shall be submitted with proposal. A copy of these permits shall be submitted prior to commencement of work. Fees for permits from the City shall be waived for work related to this RFP, however, the successful proposer must pay any applicable City Business Tax Receipt fees.

8. CERTIFICATIONS:

When applicable, proposer must hold Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board and a current Business Tax Receipt for Palm Beach County. Copy of certificate and license must be submitted with proposal and must be in the name of the proposer shown on the Proposal page.

9. CONTRACT EXTENSION:

The City reserves the right to require the Contractor to extend contract past the stated termination date for a period of up to 120 days in the event that a subsequent contract has not yet been awarded. Additional extensions past the 120 days may occur as needed by the City and as mutually agreed upon by the City and the contractor.

10. CONTRACTUAL AGREEMENT:

The form of the agreement will be determined by the City. If a sample agreement is included in the RFP, the City anticipates that the final agreement will be in substantial conformance with this sample agreement; nevertheless, proposers are advised that any agreement that may result from the RFP may deviate from the sample agreement. It is expressly agreed that the proposer is and shall be in the performance of all work, services, and activities under the agreement independent and not an employee, agent, or servant of the City. All persons engaged in any work, service or activity performed pursuant to the purchase order shall at all times and in all places be subject to proposer's sole direction, supervision and control. Proposer shall exercise

control over the means and manner in which it and its employees perform and work. In all respects proposer's relationship and the relationship of its employees to the City shall be independent and not as employees or agents of the City.

This Request for Proposal shall be included and incorporated in the final award. The order of contractual precedence will be the agreement or price agreement document, original RFP terms and conditions, purchase order, and proposal. Any and all legal action necessary to enforce the award will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of Florida. Any cost of expenses to enforce the agreement, including attorney's fees, incurred by the City of Greenacres shall be borne by the proposer. Any additional contract or agreement requested for consideration by proposer must be attached and enclosed as part of the proposal.

11. SUBCONTRACTING:

If a proposer subcontracts any portion of services provided under a resulting agreement for any reason, proposer must include, in writing, the name and address of the subcontractor and extent of work to be performed. This information shall be submitted with proposal response and approved by the City. The City reserves the right to reject a proposal, of any proposer, if the proposal names a subcontractor who has failed in the proper performance of an agreement or is not in position to perform properly under this award. Subcontractors shall be responsible for meeting and submitting the insurance and licensing requirements set forth in the RFP documents to the proposer, or the proposer shall extend their insurance policy to cover the subcontractor and their employees. It shall be the responsibility of the proposer to ensure that insurance and licenses required by this agreement are in effect.

12. E-VERIFY:

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor shall:

1. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
2. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
3. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
4. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
5. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
6. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Contractor may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

13. NEWS RELEASES:

The proposer shall obtain the prior approval of the City Manager's Office for any and all news releases and/or other publicity pertaining to this RFP or the service, study or project to which it relates.

14. ADDITIONS OR DELETION OF SERVICES:

The City reserves the right to add to the services specified in this RFP, or to delete any portion of the scope of services at any time.

15. ACCEPTANCE/REJECTION:

The City reserves the right to accept or to reject any or all proposal and make the award to that proposer, who in the opinion of the City, will be in the best interest of and/or the most advantageous to the City. The City also reserves the right to reject the proposal of any proposer who has previously failed in the proper performance of an award or to deliver on time agreements of a similar nature or who is not in a position to perform properly under this award. The City reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid.

16. ALTERNATIVES/APPROVED EQUAL/DEVIATIONS:

Unless otherwise specified, the mention of the particular manufacturer's brand name or number in the specifications does not imply that this particular product is the only one that will be considered for purchase. This reference is intended solely to designate the type or quality of merchandise that will be acceptable. Alternate offers will be considered and must include descriptive literature and/or specifications. Failure to provide descriptive literature and/or specifications with alternate offers may be cause for disqualification of the proposal. The City shall make the determination as to whether any alternate product or service is or is not equal, and such determination shall be final and binding upon all proposers.

The proposer shall be responsible for reading carefully, and understanding completely, the requirements and specifications of the items proposed. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful proposer will be held responsible. Therefore deviations must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that do not meet the City's specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time (reasonable time as determined by the City), the proposer will be required to compensate the City for difference in price incurred from going to the next ranked proposer.

17. NO BID:

If a proposer determines that it is not in its best interest to submit a Proposal, the "Statement of Non-Response" should be returned, with the envelope plainly marked "NO BID" and with the RFP No. Failure to do so will be an indication that the proposer does not wish to be considered for future bids/RFPs

18. OMISSION OF DETAILS:

Omission of any essential details from these specifications will not relieve the proposer of supplying such product(s) as specified.

19. AVAILABILITY OF FUNDS:

The obligations of the City under this award are subject to the availability of funds lawfully appropriated for its purpose by the Greenacres City Council.

20. PAYMENT:

The City will make payment after all services have been received/completed, accepted and properly invoiced as indicated in agreement and/or order. Invoices must bear the purchase order number. Payment shall be made within 30 days of such acceptance.

21. DISCOUNT:

Proposers may offer a discount for prompt payment. However, such discounts will not be considered for evaluation purposes, unless otherwise specified in Special Conditions. Proposers

should reflect any discounts to be considered in the RFP evaluation.

22. ADDITIONAL SERVICES:

The City may require additional services, similar in scope to the requirements of this RFP, from time to time. Services not specifically identified in this RFP may be added by mutual agreement of the Parties and approval of the City Manager.

23. TERMINATION:

a. Termination for Cause

If, through any cause, the proposer shall fail to fulfill in a timely and proper manner, its obligations under the Purchase Order, or if the proposer shall violate any of the provisions of the Purchase Order, the City may upon written notice to the proposer, terminate the right of the proposer to proceed under the Purchase Order, and may hold the proposer liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the proposer under the agreement shall, at the option of the City, become the City's property and the proposer shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The proposer, however, shall not thereby be relieved of liability to the City for damages sustained by the City by reason of any breach of the agreement by the proposer, and the City may withhold any payments to the proposer for the purpose of offset until such time as the amount of damages due the City from the proposer is determined. The proposer shall not be held liable for damages solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the City from terminating the agreement because of such delay.

b. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel any agreement by giving the proposer a thirty (30) day written notice.

24. PERFORMANCE:

The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

25. CANCELLATION:

The Purchase Order will be subject to immediate cancellation if either product or service does not comply with specifications, as stated herein, or fails to meet the City's performance standards.

26. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH:

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful proposer, and the material, equipment, etc., delivered is subsequently found to be deficient in any O.S.H.A. requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the proposer.

27. MATERIAL SAFETY DATA SHEET:

In compliance with Chapter 442, Florida Statutes, a Material Safety Data Sheet (MSDS) must accompany any toxic substance resulting from this RFP. The MSDS must include the following information:

- (a) The identity used on the chemical product's label.
- (b) The chemical and the common name(s) of all ingredients that have been determined to be a health hazard.
- (c) Physical and chemical characteristics of the hazardous chemicals (i.e. vapor pressure, flashpoint).
- (d) The physical hazards of the hazardous chemical, including the potential for fire, explosion and reactivity.
- (e) The health hazards of the hazardous chemical, including signs and symptoms of exposure.
- (f) The primary route(s) of entry.

- (g) The Occupational Safety and Health Administration (OSHA) permissible exposure limit, American Conference of Governmental Industrial Hygienists (ACGIH) Threshold Limit Value, and any other exposure limit used or recommended.
- (h) Whether the hazardous chemical is listed on the National Toxicology Program (NTP) Annual Report on Carcinogens (latest edition) or has been found to be a potential carcinogen.
- (i) Any general applicable precautions for safe handling and use that are known.
- (j) Any general applicable control measures that are known.
- (k) Emergency and first aid procedures.
- (l) The date of MSDS preparation or last change to it.
- (m) The name, address and telephone number of the chemical manufacturer or importer.

28. SAFETY REGULATIONS:

Equipment must meet all State and Federal safety regulations for grounding of electrical equipment.

29. CODES AND REGULATIONS:

The proposer must strictly comply with all Federal, State and local building and safety codes.

30. FEDERAL AND STATE TAX:

The City is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.

The City is exempt from Federal and State Taxes for tangible personal property. The Purchasing Agent will sign an exemption certificate submitted by the successful proposer. Vendors or contractors doing business with the City shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any said vendor or contractor be authorized to use the City's tax exemption number in securing such materials.

31. LEGAL REQUIREMENTS:

Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility.

- (a) Proposers doing business with the City are prohibited from discriminating against any employee, applicant or client because of race, creed, color, religion, national origin, sex, age or non-disqualifying physical or mental disability, with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- (b) Identical Tie Bids/Proposals shall be awarded in accordance with the preference established in Section 287.087, Florida Statutes, to a proposer submitting the attached Drug-Free Workplace Certification form properly completed and certified. In the event that tie bids/proposals are received either from proposers who have all submitted a Drug-Free Workplace Certification or none of whom who have submitted such certification, the award will be made in accordance with City purchasing procedures pertaining to tie bids/proposals.
- (c) 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 proposal on an agreement to provide any goods or services to a public entity, may not submit a proposal on an agreement with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under an agreement with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY

TWO (Currently \$35,000) for a period of 36 months from the date of being placed on the convicted vendor list.

32. UNIFORM COMMERCIAL CODE:

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the awarded proposer and the City for any terms and conditions not specifically stated in the Request for Proposal.

33. INDEMNIFICATION:

Proposer agrees to protect, defend, reimburse, indemnify and hold the City, its agents, employees and elected officers and hold each of them free and harmless at all times from and against any and all claims, liability, expenses, losses, suits, costs, fines and damages (including attorney fees) and causes of action of every kind and character against or from the City by reason of any damage to property or the environment, or bodily injury (including death) incurred or sustained by any party hereto, or any party acquiring any interest hereunder, and any third or other party whomsoever, or any governmental agency, arising out of or incident to or in connection with proposer's performance under this agreement, proposer's acts, omissions or operations hereunder, or the performance, nonperformance or purported performances of the proposer or any breach of the items of this agreement; provided, however, the proposer shall not be responsible to the City for damages resulting out of bodily injury or to property which proposer can establish as being attributable to the sole negligence of the City, its respective agents, servants, employees or officers.

This indemnification shall include, but not be limited to, suits, actions or claims brought because of any injuries or damage sustained by any person or property on account of the proposer's operations in connection with the agreement; or on account of or in consequence of any neglect in constructing the work; or because of any act or omission by the proposer; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright; or from any claims or amounts arising or recovered under the proposer under his agreement; as is considered necessary by the City, or in the case no monies are due, his surety shall be held until such suits, actions or claims for injuries or damages, as aforesaid, shall have been steeled and suitable evidence to the effect furnished to the City.

The proposer acknowledges and agrees that the City would not enter into an agreement without this indemnification of the City by the awarded proposer, and that the City's entering into an agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of the agreement. Nothing in the agreement shall be construed to affect in any way the City's rights, privileges, and immunities as set forth in Florida Statutes 768.28.

34. CONE OF SILENCE:

The City complies with the Palm Beach County Lobbyist Registration Ordinance. Section 2-355, Cone of Silence, which provides for a prohibition on any communication, except for written correspondence, regarding a particular request for bid, request for qualification, bid, or any other competitive solicitation between any person or person's representative seeking an award and any member of the City Council or employee authorized to act on behalf of the City Council to award an agreement. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation and shall terminate at the time the City Council or department authorized to act on behalf of the City Council, awards or approves a proposal, rejects all proposals, responses, or otherwise takes action which ends the solicitation process.

All communications regarding this competitive solicitation shall be addressed in written form to Purchasing staff only. These

provisions do not apply to oral communications at any public proceeding, selection committee presentation, or negotiation meeting.

35. CONFLICT OF INTEREST:

The award is subject to provisions of State Statutes and City Ordinances. All proposers must disclose with their proposal the name of any officer, director or agent who is also an employee of the City. Further, all proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of ten (10) percent or more in the proposer's firm or any of its branches.

36. NON-COLLUSION:

Proposer, by submitting a proposal, certifies that their proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same material, supplies, equipment or services and is in all respects, fair and without collusion or fraud.

No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in agreement cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s). Only one (1) proposal from any individual, firm, partnership, or corporation, under the same or different names, will be considered. Should it appear to the City that any proposer is interested in more than one (1) proposal for work contemplated; all proposals in which such a proposer is interested will be rejected.

37. CODE OF ETHICS:

If any proposer violates or is a party to a violation of the code of ethics of Palm Beach County or the State of Florida with respect to this RFP, such proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting a response on any future bids/RFPs for work, goods or services for the City of Greenacres.

38. GOVERNING LAW AND VENUE:

Any agreement resulting from this RFP shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the agreement will be held in Palm Beach County and the agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

39. EEO STATEMENT:

The City is committed to assuring equal opportunity in the award of agreements and, therefore, complies with all laws prohibiting discrimination on the basis of race, creed, color, religion, national origin, sex, age and non-disqualifying physical or mental disability.

40. SEVERABILITY:

The invalidity, illegality, or unenforceability of any provision of the agreement, or the occurrence of any event rendering any portion or provision of the agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the agreement. Any void provision shall be deemed severed from the agreement and the balance of the agreement shall be construed and enforced as if the agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire agreement from being void should a provision which is of the essence of the agreement be determined to be void.

41. INSPECTOR GENERAL OF PALM BEACH COUNTY:

The proposer is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of any resulting agreement and in furtherance thereof may demand and obtain records and testimony from the proposer and its subcontractors and lower tier subcontractors. The proposer understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the proposer or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this agreement justifying its termination.

42. SCRUTINIZED COMPANIES:

As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

43. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after closing, whichever occurs first, proposals become public records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

44. RECORDS/AUDITS:

The City of Greenacres is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- (a) Keep and maintain public records required by the City in order to perform the service.
- (b) Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.
- (d) Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City's Auditor. The Contractor agrees to make available to the City's Auditor, during normal business hours and

in Broward, Dade or Palm Beach Counties, all books of account, reports and records relating to this contract.

45. PURCHASING PROTESTS:

- (a) *Right to protest.* Any actual bidder, proposer, offeror, vendor or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other competitive selection process may protest such purchase.
- (b) *Protest deadline.* The deadline for filing a protest is not later than three (3) days (excluding Saturdays, Sundays and legal holidays) after the date the applicable competitive selection process has been advertised by the City (for protests alleging a deficiency in the advertised competitive selection process) or after the date that notice of the written recommendation of award has been posted on the City's website or purchasing bulletin board by the Purchasing Agent or designee (for protests challenging the award). It shall be the responsibility of a bidder, offeror, vendor or contractor to ascertain the advertisement date and/or bid award information from the Purchasing Department. Protestors shall file their protests in writing with the Purchasing Agent during normal office hours of the City, but in no event later than 4:00 p.m. on any normal business day of the City, prior to the expiration of the deadline for protests. Protests shall specifically describe the subject matter and facts giving rise to the protest. Protests shall be deemed effective on the date they are received by the Purchasing Agent.
- (c) *Decision.* If the protest is not resolved by mutual agreement, the Purchasing Agent shall issue a decision in writing within a reasonable amount of time. The Purchasing Agent shall have the authority to settle and resolve a protest of an aggrieved bidder, offeror, vendor or contractor concerning the competitive selection process or award. If the Purchasing Agent is unable to resolve the protest, the Purchasing Agent in consultation with the City Manager shall render a decision. The decision of the City Manager shall:
 - (1) State the reasons for the action taken; and
 - (2) Inform the protestor of its right to appeal as provided in this section.
- (d) *Notice of decision.* A copy of the decision of the Purchasing Agent and City Manager shall be mailed or otherwise furnished promptly to the protestor and any other party intervening. A refusal to accept a copy furnished by mail or otherwise shall not affect the validity of the decision.
- (e) *Appeal to City Council.* A protestor may appeal the decision of the City Manager to the City Council by filing a written notice of appeal within seven (7) business days after receipt of the notice of decision of the City Manager. The notice of appeal shall be filed with the City Manager during normal office hours of the City Manager, but in no event later than 5:00 p.m. on any normal business day of the City prior to the expiration of the deadline for the notice of appeal. The notice of appeal shall set forth the grounds for the appeal. The protest shall be heard by the City Council within a reasonable time of the filing of the notice of appeal with the City Manager.
- (f) *Finality of decision.* A decision of the Purchasing Agent and City Manager regarding a protest which is not timely appealed to the City Manager, or a decision of the City Manager which is not timely appealed to the City Council, or a decision of the City Council regarding a protest, shall be final and conclusive. A bidder, offeror, vendor or contractor who has not timely appealed the decision(s) regarding the protest to the City Council shall not be deemed to have exhausted his or her administrative remedies.
- (g) *Stay of procurements during protests.* In the event of a timely protest under this section, the Purchasing Agent shall not proceed further with the competitive selection process or award until all administrative remedies have been exhausted or until the City Manager makes a written

determination that the competitive selection process and/or award without delay is necessary to protect substantial interests of the City. The City Council may, upon determination that a bona fide emergency exists, waive all bid protest procedures and approve an award.

- (h) *Failure to follow procedure.* Failure to follow the protest procedure set forth herein shall automatically nullify any protest or claim brought by an aggrieved bidder, offeror, vendor or contractor.

46. **PUBLIC RECORDS**
CUSTODIAN:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
5800 MELALEUCA LANE
GREENACRES, FL 33463
(561) 642-2006
CITYCLERK@GREENACRESFL.
GOV**



RFP NO. 21-009 FOOD TRUCK EVENT SERVICES

SECTION II – SPECIAL TERMS AND CONDITIONS

2-1. INTRODUCTION:

The City's Community and Recreation Services Department sponsors numerous events throughout the year. The City is seeking qualified Food Truck Companies in the business of preparing and selling food items, nonalcoholic/alcoholic (only with City permission) beverages and/or snack items for public consumption for profit at various City events.

Proposers shall become familiar with any and all local conditions that may, in any manner, affect the services required. The proposer shall carefully examine the Request for Proposal terms and conditions becoming thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under any resulting agreement. No additional allowance will be made due to lack of knowledge of these conditions.

2-2. DEFINITIONS:

- **RFP:** Request for Proposal. A formal request soliciting proposals. Includes specifications or Scope of Work and all contractual terms and conditions.
- **Proposal:** An offer in response to an RFP.
- **Proposer:** Company/person that submits a proposal. An Offeror.

2-3. PROPOSAL SUBMISSION AND WITHDRAWAL:

The proposals shall be submitted **online through DemandStar by 3:00 pm on Wednesday, August 25, 2021.**

The proposer will be responsible for timely delivery. The City assumes no responsibility for proposals received after the advertised closing or by other delivery methods than that specified herein. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the proposer.

Proposers may withdraw their proposals by notifying the City in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer, for a period of ninety (90) days. Once opened, proposals become a record of the City and will not be returned to the proposers.

Proposal must be completed and signed by the authorized representative in the space provided. If the proposal is made by an individual, his name and post office address shall be shown. If made by a firm or partnership, the name and post office address of each member of the firm or partnership shall be shown. If made by a corporation, the person signing the proposal shall show the name of the state under the laws of which the corporation was incorporated, also the names and business addresses of its president, secretary and treasurer. The proposal shall bear the seal of the corporation attested by the secretary. Any one signing the proposal as agent shall file with the proposal, legal evidence of his authority to do so.

2-4. PRE-PROPOSAL MEETING: All interested parties are invited to attend the pre-proposal meeting on Wednesday, August 4, 2021 commencing at 10:00 AM at City Hall, 5800 Melaleuca Lane, Greenacres, Florida 33463. **Attendance is not mandatory.** At this time, proposers will be provided ample time to become familiar with sites. The City's representative(s) will be available to answer questions relative to this Request for Proposal. Any modifications may be presented in writing to the Director of Purchasing as possible amendments to the Request for Proposal. Changes to specifications and terms and/or conditions shall only be accomplished by written addendum. The Site Inspection Form included herein

must be signed and submitted with proposal. After the RFP has been awarded, no extra charge or compensation will be allowed as a result of failure to attend the meeting and resulting site visit.

2-5. ADDENDA:

The issuance of an addendum(s) is the only official method whereby interpretation, clarification, changes, modifications or additional information may be provided by the City. It shall be the responsibility of each proposer, during and prior to RFP submittal to visit www.demandstar.com to determine if addendums were issued and to obtain such addendums. Failure to do so could result in an unresponsive proposal. Any oral explanation given before the RFP closing will not be binding.

The City may issue written addenda up to seven (7) calendar days before the date fixed for receiving the proposals. All addenda issued by the City will include a receipt form, which **must** be signed and included with any proposals that are submitted to the City. In the event multiple addenda are issued, a separate receipt for each addendum must be included with the proposal at the time it is submitted to the City.

2-6. COMPETENCY AND MINIMUM QUALIFICATIONS OF PROPOSERS:

Proposals will only be considered from proposers which are regularly engaged in the business of providing services as described in this RFP and who can provide evidence that they have established a satisfactory record of performance in meeting the minimum and technical qualification requirements established in the RFP. The City reserves the right to inspect the proposer's facilities, equipment, personnel, and organization at any time, or take any other action necessary to determine proposer's ability to perform. The City reserves the sole right to determine if a proposer can sufficiently and efficiently provide the required services/commodities in a timely and satisfactory manner as will be required by the specifications herein.

The proposer shall submit the following information with the proposal. This information, along with any other data the City considers pertinent, will be used in determining if the proposer is qualified to provide the work specified.

- A. Must have a Mobile Food Dispensing Vehicle (MFDV) license with the State of Florida and have it readily available for review.
- B. County Business Tax Receipt where the business is located (included with the proposal).
- C. Business Tax Receipt for the City of Greenacres (needed before the purchase order is issued).
- D. Proposer is responsible for all permits and licenses as required by federal, state and local authorities and health codes.
- E. Verification of the number of continuous years the proposer has been in business under the same ownership and management. Proposals will only be considered from proposers in business for a minimum of three (3) continuous years under the same ownership and management providing the services specified in this RFP document.
- F. A minimum of three (3) references for similar work. Preference will be given to proposers with governmental experience. Provide a list and brief description of similar contracts of similar size, with location, dates of contract service, contact name, phone number, type of services provided, and address of proprietor(s). Proposer is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered.

2-7. INSURANCE REQUIREMENTS:

The awarded proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified herein. In the event the proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the firm's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing agreement.

The proposer shall provide, pay for, and maintain in force at all times during the services to be performed, such insurance, including Workers' Compensation Insurance, Comprehensive General Liability

Insurance, and Business Automobile Liability Insurance with minimum coverage amounts acceptable to the City. All policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Firm shall specifically protect the City by naming the City of Greenacres as an additional insured under the Policy or certificate.

Workers' Compensation Insurance is to apply for all employees in compliance with the Workers' Compensation Law of the State of Florida, the state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific agreement.

Personal Injury Coverage with Employee and contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of One Hundred Thousand Dollars (\$100,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

The proposer shall provide to the City prior to the effective date of the agreement a Certificate of Insurance or a copy of all insurance policies required including any subsection there under. The City reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that the City shall be given thirty (30) days' notice prior to expiration or cancellation of the policy.

Proposer hereby acknowledges and agrees that any and all risk of loss regarding the services identified hereunder shall be solely borne by proposer.

The Proposer shall: Indemnify, and hold the City of Greenacres harmless from any and all claims and damages naming the City as additionally insured.

2-8. AGREEMENT AWARD:

The City anticipates entering into an agreement with the proposer(s) who will be the most responsive, responsible proposer whose proposal is determined to be the most advantageous to the City and in accordance with the criteria established in the RFP. **The City reserves the right to enter into an agreement with multiple proposers.** The recommendations of the Selection Committee for the final ranking of proposers will be presented to the City Council for approval. Any agreement issued as a result of this RFP will be for an initial term of one (1) year with options for three (3) additional one-year renewals with the mutual agreement of both parties. This could result in a four (4) year agreement. Any renewal will be subject to the appropriation of funds by the City Council.

The proposer understands that this RFP does not constitute an offer or agreement with the proposer. An offer or agreement shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, the best proposal has been identified, approved by the appropriate level of authority within the City, and executed by all parties.

The City reserves the right to reject all proposals, to abandon the project and/or to solicit and re-advertise for other proposals. The City reserves the right to cancel the RFP or portions thereof without penalty. The City reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The proposals will be evaluated and assigned points, the firm with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible.

The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the agreement by reference as set forth herein.

2-9. ADDITION OR DELETION OF SERVICES

The City reserves the right to add to the services specified in this proposal, or to delete any portion of the scope of services at any time.

2-10. CITY CONTRACT COORDINATOR:

The City Contract Coordinator for this project will be Michele Thompson, Community and Recreation Services Director, and the telephone number is (561) 642-2180. After an agreement has been executed, all communications and correspondence shall be directed to the City Contract Coordinator, with email copies of the correspondence to Monica Powery, Director of Purchasing, 5800 Melaleuca Lane, Greenacres, FL 33463, purchasing@greenacresfl.gov.

2-11. AUTHORIZED REPRESENTATIVE:

The proposer shall submit with their proposal the name, address, and phone number of the person(s) to be contacted for the award of contract and the coordination of service.

2-12. DEBRIS:

Contractor shall be responsible for prompt removal of all debris/trash that is a result of this contractual service. All debris shall be transported from the premises. No debris shall be deposited as fill on the work site. Within 24 hours of the completion of event, the contractor shall remove all debris/trash, work materials, tools, equipment, and surplus materials from the work site and shall leave the site in a ready to use condition.

2-13. PROTECTION OF PROPERTY:

The successful Contractor shall, at all times, guard against damage or loss to the property of the City of Greenacres or of other parties and shall be held responsible for replacing or repairing any such loss or damage. The City of Greenacres may withhold payment or make such deductions necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful Contractor and/or agents.



RFP NO. 21-009 FOOD TRUCK EVENT SERVICES

SECTION III – SCOPE OF WORK

3-1. SCOPE OF WORK:

The City's Community and Recreation Services Department manages numerous events throughout the year. The City is seeking qualified Food Truck Companies in the business of preparing and selling food items, nonalcoholic/alcoholic (only with City permission) beverages and/or snack items for public consumption for profit at various City events. The City has the following four (4) yearly events currently scheduled:

- 1.) Holiday in the Park - First Saturday of December
- 2.) Independence Day - July 4th
- 3.) Eggstravaganza - The day before Easter
- 4.) Artzy Eve at City Hall - January or February
- 5.) Non-Special Event related Park requests
- 6.) Co-Sponsored events, as requested by Event Organizer

Proposer shall include a menu with proposal.

3-2. RESPONSIBILITIES:

The City shall send the Food Truck Vender, hereinafter known as "Sponsor", an event invitation a minimum of 90 days prior to the event. This document will include an event fee which the Sponsor shall pay to the City no later than 45 days prior to the event.

- 1.) Holiday in the Park - \$125
- 2.) Independence Day - \$150
- 3.) Eggstravaganza - \$125
- 4.) Artzy Eve at City Hall - \$125

The City shall provide the Sponsor an area of sufficient size hereinafter known as the "Premises", for the Sponsor to conduct its operations. The Sponsor shall return the Premises and its accompanying articles, if any, to the City in good condition promptly at the conclusion of the Event.

The City shall permit the Sponsor, subject to the terms and conditions stated herein, to use the Premises for the purposes of preparing, serving and selling food items, nonalcoholic beverages and/or snack items for public consumption during the Event. In no event shall the Sponsor sell alcoholic beverages of any kind on the Premises during the Event without City consent. Any event with approved alcohol sales requires a special license and liquor liability clause on the Certificate of Insurance.

The Sponsor shall provide and maintain all necessary food service and equipment, a sufficient staff and a sufficient quantity of the above-referenced food items to serve and sell continuously through the time the Event is in operation. The Sponsor shall provide the utensils necessary for the safe, sanitary and efficient consumption of its product(s) by customers.

The Sponsor shall designate one or more authorized representatives who shall act as the responsible party on the Premises and who shall be available to the City at all times while the Event is in operation.

Immediately upon conclusion of the Event, the Sponsor shall ensure that the Premises are dismantled and clear of all food service equipment, inventory, and trash. Equipment or other property not removed in a timely manner by the Sponsor shall be deemed to be abandoned and may, at the City's discretion, become the property of the City. The Sponsor shall otherwise reimburse the City for any and all costs incurred in removing and/or storing the equipment or property.

The Sponsor shall keep and maintain the Premises and the attached or immediately adjacent grounds areas in a neat, clean and sanitary condition on a continuous basis during the time the Event is in operation. The Sponsor shall deposit all garbage or rubbish in trash vehicles or dumpsters provided by the City for that purpose. The Sponsor shall not use the trash containers made available for the customers' use.

The Sponsor shall return and yield back to the City, the Premises and the attached or immediately adjacent grounds areas in the condition, in which they were received. Reasonable wear and tear excepted.

The Sponsor shall comply with all applicable federal, state and local laws and ordinances, including but not limited to, all applicable fire, life, and health safety codes.

The Sponsor shall observe and comply with all rules, regulations or guidelines established for the operation of the Event.

The Sponsor agrees to indemnify and hold harmless City, its officers, agents and employees against any loss, damage or expense (including all costs and reasonable attorney's fees) suffered by City from (a) any breach from Sponsor of this Agreement, (b) any inaccuracy in or breach of any of the representations, warranties or covenants made by Sponsor herein, (c) any claims, suits, actions, damages or causes of action arising during the term of this Agreement for any personal injury, loss of life or damage to property sustained by reason or as a result of the use of the property by Sponsor's agents, employees, invitees, and all other persons, and (d) any claims, suits, actions, damages or causes of action of any kind whatsoever arising during the term of this Agreement for any personal injury, loss of life or property damage sustained by reason of this Agreement, its execution and/or its performance by Sponsor. Nothing in this Agreement shall be construed to affect in any way the City's rights, privileges and immunities as set forth in Florida Statutes, Section 768.28. The terms herein shall survive the expiration or early termination of this Agreement.

The Sponsor agrees that the City shall not be liable, to the extent permitted by law, for injury to the Sponsor's organization or any loss of income therefrom for damage to the goods, wares, merchandise or other property of the Sponsor, its employees, invitees, customers or any other person in or about the Premises, nor shall the City be liable for injury to the person of the Sponsor, its employees, agents or contractors, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause, whether the said damage or injury results from conditions arising upon the Premises or from other sources or places, and regardless of whether the cause of such damage or injury or the means of repairing the same is inaccessible to the Sponsor. The City shall not be liable for any damages arising, directly or indirectly, from any act or neglect of any other Sponsor participating in the Event or from customers at the Event. The Sponsor is expected to insure its equipment and property against loss, theft and damage while on the site of the Event.

3-3. FOOD TRUCK INSPECTION CHECKLIST:

Prior to issuance of a Notice to Proceed, the Sponsors must schedule an appointment with the Fire Marshal for a Food Truck Inspection.

The following items on the checklist below are REQUIRED in order to pass inspection. Please ensure to self-inspect PRIOR to scheduling an appointment.

- 1) Obtain a Mobile Food Dispensing Vehicle (MFDV) license with the State of Florida and have it readily available for review.
- 2) Hood suppression system shall be inspected semi-annually. Have a copy of the most recent inspection report readily available for review.

- 3) Hood must be free of grease build-up. Regular cleaning required in accordance with use.
- 4) Type K fire extinguisher required if cooking equipment includes a fryer(s). Annual inspection required. Extinguisher shall be currently inspected by a licensed fire extinguisher company and tagged with inspection date. Shall be wall mounted.
- 5) Minimum 5 lbs. ABC fire extinguisher required. Annual inspection required. Extinguisher shall be currently inspected by a licensed fire extinguisher company and tagged with inspection date. Shall be wall mounted.
- 6) LP Gas cylinder(s) shall:
 - a. Not exceed 200 gal aggregate water capacity.
 - b. Be installed upright on the outside of the vehicle. Or, in a recess or cabinet vapor-tight to the inside of the vehicle but accessible from and vented to the outside, with vents located near the top and bottom of the enclosure and 3' horizontally away from any opening into the vehicle below the level of the vents.
 - c. Be mounted securely and protected from damage and weather.
 - d. Be mounted a minimum of 5' from an ignition source.
 - e. Be labeled with "no smoking" signs.
 - f. Must have an 1/4 turn main shut off valve that is labeled and in plain view.
 - g. Shall be designed, fabricated, tested, and marked in accordance with applicable regulations.
 - h. Must have rubber hose from tank to rigid pipe thru vehicle.
 - i. Must have hose marked with the following: "LP Gas 350 psi".
- 7) Generator must be protected from the public.
- 8) Portable generators must be 10' from vehicle, buildings, openings, and exit.
- 9) Carbon monoxide detector shall be installed and functional.
- 10) Provide documentation that workers are trained in the following: a) Proper use of fire extinguishers and hood suppression system; b) Proper method of shutting off fuel source; c) Proper procedure for notifying fire department; d) Proper refueling; and e) How to perform a leak test.
- 11) LP Gas systems shall be inspected prior to each use by a worker trained in accordance with #10.
- 12) Leak detection shall be performed on the LP Gas system every time a new connection is made or when a change in cylinder is made to any gas system.
- 13) Leak detection testing shall be recorded and readily available for review.



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

SECTION IV – EVALUATION AND AWARD PROCESS

4-1. PROCESS TIMETABLE:

- | | |
|--|-----------------|
| a. Advertisement | July 25, 2021 |
| b. Non-Mandatory Pre-Proposal Meeting at 10:00 A.M. | August 4, 2021 |
| c. All written questions and inquiries due by 5:00 P.M. | August 15, 2021 |
| d. All addendums shall be issued on or before 5:00 P.M. | August 18, 2021 |
| e. Proposals due no later than 3:00 P.M. | August 25, 2021 |
| f. Review and evaluate the proposals | |
| g. Posting of recommendation three workdays prior to award by City Council. | |
| h. Award by City Council | |
| i. The City may enter into an agreement after obtaining appropriate approvals and conducting negotiations. | |
| j. Notice to Proceed. | |

4-2. REVIEW OF PROPOSALS:

Each proposal will be reviewed by the Purchasing Department to determine if the proposal is responsive to the submission requirements outlined in the RFP. Only the proposals determined to meet the mandatory requirements, responsive and responsible, will be given to the Selection Committee to review. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

A Selection Committee, consisting of City personnel, will convene, review, and discuss all proposals submitted. The Selection Committee will use a point formula during the review process to score proposals and assign points in the evaluation process in accordance with the evaluation criteria. The proposal with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any firm deemed responsive and responsible. The City shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement.

4-3. EVALUATION PROCESS:

The purpose of the evaluation process is to judge the proposals submitted in response to the Request for Proposal to establish the highest ranked proposer. Each proposal will be evaluated by the Selection Committee using the criteria outlined herein to rank the proposers.

The City may conduct such investigations as deemed necessary to assist in the evaluation of any proposal and to establish the responsibility, qualifications and the ability of the proposers to do the work in accordance with the RFP documents to the City's satisfaction.

During the evaluation process, the highest ranked proposers may be requested to provide an oral presentation to the Selection Committee. The Selection Committee will establish a final ranking of the proposers based on the criteria in the RFP. The proposer with the highest number of points will be ranked first; however, nothing herein will prevent the City from assigning work to any proposer deemed responsive and responsible.

4-4. EVALUATION CRITERIA:

Proposals will be evaluated using the three sets of criteria as follows: experience and qualifications of the proposer, food selection/menu, and understanding of the job. See below for details for each of these criteria. Proposers meeting the mandatory criteria will have their proposals evaluated and ranked. A sample of the form that will be used in assigning points for specific criteria in the evaluation process is attached hereto.

A. Experience and Qualifications of the Proposer (40 points):

- Qualifications and experience of the company
- Company references

B. Food Selection/Menu (40 points):

- Cost for food selection/menu items
- Food Selection/Menu

C. Understanding of the Job (20 points):

- Understanding of the job
- Soundness of proposal
- Quality and thoroughness of the submitted proposal

4-5. FINAL SELECTION:

The City will select the proposal deemed most qualified based on the evaluation criteria. Upon selection, the City will enter into agreement negotiations with the successful proposer. The City reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the City reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

The City reserves the right, without prejudice, to reject any or all proposals. The City also reserves the right to waive any informalities, irregularities, and technicalities in proposals submitted. The City Council will select a firm based upon the recommendation of the Selection Committee. The City reserves the right to choose the "best value" to the City. All decisions of the City are final.



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

SECTION V – REQUIREMENTS FOR PROPOSAL PREPARATION

Proposals without sufficient submittal data to provide a complete evaluation will be considered nonresponsive. See the instructions below for specific submittal requirements. Any exceptions taken to the proposal specifications or sample agreement must be indicated separately with an itemization of each exception taken.

5-1. PROPOSAL FORMAT:

The proposal should be submitted in PDF Format on DemandStar.

5-2. PROPOSAL CONTENT:

In order to maintain comparability and enhance the review process, proposals shall be organized in the manner specified below and include all information required herein.

1. **Title Page** showing the Request for Qualifications number, subject, the Proposer name and address, the contact person's name and address, and the date of the proposal.
2. **Table of Contents** of the proposal should include a clear and complete identification of the materials submitted by section and page number.
3. **Transmittal Letter** summarizing in a brief and concise manner the proposer's understanding of the work to be performed, the commitment to perform the work, a statement why the firm believes itself to be best qualified to perform the engagement, and a statement that the proposal remains in effect for ninety (90) days. An authorized agent of the proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. **Proposal Forms:** Include executed copies of the following forms attached to this Request for Qualifications: Proposal Form, Proposer Qualifications, Professional References, and List of Proposed Subcontractors (if applicable).
5. **About/Menu:** Tell us about your company. Include how long you have been in business. Proposer shall also their menu.
6. Copy of executed addendum receipt form(s) if applicable.
7. All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).

5-3. PROPOSAL CHECKLIST

All proposals shall be submitted on the City provided RFP package forms. Failure to do so may cause the proposal to be rejected. All blanks on the proposal forms must be completed. Supplemental information may be attached to the RFP package forms. Proposer shall return a complete set of all RFP package forms. Check each item below and make sure all of the required information is included the proposal. Failure to submit the required documents may result in your proposal being considered non-responsive.

- | | |
|--|--------------------|
| 1. Title Page | Yes _____ No _____ |
| 2. Table of Contents | Yes _____ No _____ |
| 3. Transmittal Letter | Yes _____ No _____ |
| 4. Proposal Form(s) | Yes _____ No _____ |
| 5. Proposer Qualifications form | Yes _____ No _____ |
| 6. Professional References form | Yes _____ No _____ |
| 7. List of Proposed Subcontractors form (if applicable) | Yes _____ No _____ |
| 8. Qualifications and Experience of Proposer | Yes _____ No _____ |
| 9. About/Menu | Yes _____ No _____ |
| 10. Executed Addendum Receipt Form(s) (if applicable) | Yes _____ No _____ |
| 11. Signed by an authorized representative | Yes _____ No _____ |
| 12. Copy of applicable insurance policies | Yes _____ No _____ |
| 13. Vendor Service Representative has been identified | Yes _____ No _____ |
| 14. Copy(ies) of any applicable license(s)/certificates(s) | Yes _____ No _____ |
| 15. Any other information relevant to the scope of work | Yes _____ No _____ |



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

PROPOSAL FORM

The undersigned, as proposer, hereby declares that the only person or persons interested in the RFP Proposal, as principal or principals, is or are named herein and that no other person than herein mentioned has any interest in the proposal to which the work pertains; that this proposal is made without connection or arrangement with any other person, company, or parties submitting a proposal; and that the proposal is in all respects fair and made in good faith without collusion or fraud.

The proposer further declares that the RFP proposal document, in its entirety, including the Scope of Work specifications for the work to be done and the other documents relating thereto have been examined. Proposer affirms that all exhibits, attachments, and addenda have also been read prior to the RFP closing and that proposer is satisfied fully, relative to all matters and conditions with respect to the work to which this RFP Proposal pertains. Proposer has given the City written notice of all conflicts, errors, or discrepancies that have been discovered in the proposal documents and the written resolution thereof by the City is acceptable.

The proposer agrees, if this proposal is accepted, to contract with the City of Greenacres, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation, and labor necessary to complete the work specified in the RFP Proposal and the Contract in the manner specified.

Acknowledgement is hereby made of the following Addenda received since issuance of RFP Documents:

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____ Addendum No. _____ Dated: _____

The undersigned hereby certifies that he/she is an authorized representative of the Company who may legally bind the Company:

***SIGNATURE:** _____ **DATE:** _____

Name: _____ Title: _____
Printed

Company Name: _____
Legal Name

Address: _____

City, State, Zip: _____

Telephone No.: _____ Fax No.: _____

Federal I. D. #: _____

E-mail address: _____

***Failure to affix signature will result in disqualification of proposal.**



RFP NO. 21-009
FOOD TRUCK EVENT SERVICES
PROPOSER QUALIFICATIONS

The proposer, as a result of this proposal, MUST hold a County and/or Municipal Contractor's Business Tax Receipt in the area of their fixed business location. Each proposer MUST complete the following information and submit with their proposal in order for the proposal to be considered:

1. Legal Name and Address:

Name: _____

Address: _____

City, State, Zip: _____ Phone: _____

Email: _____ Fax: _____

The length of time (continuous) in business under the above stated legal name: _____ years.

2. Check One: Corporation () Partnership () Individual ()

3. If Corporation, complete:

Date of Incorporation: _____ State in which Incorporated: _____

4. If an out-of-state Corporation, currently authorized to do business in Florida, give date of such authorization: _____

5. The length of time (continuous) in business: _____ years

6. Length of time (continuous) in business in Florida: _____ years

Name and Title of Principal Officers:

Date Elected:

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Note: Information requested herein and submitted by the proposers will be analyzed by the City of Greenacres and will be a factor considered in awarding any resulting agreement. The purpose is to ensure that the proposer, in the sole opinion of the City of Greenacres, can sufficiently and efficiently perform all the required services in a timely and satisfactory manner as will be required by the subject agreement.



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

PROFESSIONAL REFERENCES

Complete the form below with at least three (3) *current and pertinent* professional references that the City can contact in relation to proposer's qualifications and experience in completing similar projects. Failure to furnish this information may be grounds for rejection of the proposal.

| | | |
|---|----------------------|--|
| 1. Name and Address of Firm, City, County, or Agency | Date(s): | |
| | Status: | |
| | Bid/RFP No: | |
| | Contact: | |
| | Telephone No: | |
| | Email: | |
| Scope of work/ Project Description: | | |

| | | |
|---|----------------------|--|
| 2. Name and Address of Firm, City, County, or Agency | Date(s): | |
| | Status: | |
| | Bid/RFP No: | |
| | Contact: | |
| | Telephone No: | |
| | Email: | |
| Scope of work/ Project Description: | | |

| | | |
|---|----------------------|--|
| 3. Name and Address of Firm, City, County, or Agency | Date(s): | |
| | Status: | |
| | Bid/RFP No: | |
| | Contact: | |
| | Telephone No: | |
| | Email: | |
| Scope of work/ Project Description: | | |

| | | |
|---|----------------------|--|
| 4. Name and Address of Firm, City, County, or Agency | Date(s): | |
| | Status: | |
| | Bid/RFP No: | |
| | Contact: | |
| | Telephone No: | |
| | Email: | |
| Scope of work/ Project Description: | | |

Company Name: _____ Signature: _____

Printed Name & Title: _____ Date: _____



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

LIST OF PROPOSED SUBCONTRACTORS

The undersigned proposer hereby designates, as follows, all major subcontractors whom they propose to utilize for the major areas of work for the project. The proposer is further notified that all subcontractors shall be properly licensed and shall be required to furnish the CITY with a Certificate of Insurance in accordance with the contract general conditions. Failure to furnish this information may be grounds for rejection of the proposer's proposal. **(If no subcontractors are proposed, state "None" on first line below.)**

| Name and Address of Subcontractor | Scope of Work/Phase(s) | License # |
|-----------------------------------|------------------------|-----------|
| 1. | | |
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| 4. | | |
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| 5. | | |
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| | | |
| | | |

Signature and Date _____

Title/Company _____

(Finance Form 94-017)



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

SCRUTINIZED COMPANIES

**CERTIFICATION PURSUANT TO FLORIDA STATUTE §
287.135**

As provided in Section 287.135(8), Florida Statutes, as amended from time to time, by entering into the Contract Documents, the Contractor certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and Contractor agree that the City will have the right to immediately terminate the Contract Documents if the Contractor and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

I, _____, on behalf of _____,
Print Name Company Name

Certifies that _____ does not:
Company Name

1. Participate in a boycott of Israel.

Signature and Date _____

Title/Company _____



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

E-VERIFY ACKNOWLEDGEMENT FORM

Definitions:

"Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

"Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Vendor/Consultant/Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- (a) All persons employed by Vendor/Consultant/Contractor to perform employment duties within Florida during the term of the contract; and
- (b) All persons (including subvendors/subconsultants/subcontractors) assigned by Vendor/Consultant/Contractor to perform work pursuant to the contract with the Department. The Vendor/Consultant/Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Greenacres; and

Should vendor become successful Contractor awarded for the above-named project, by entering into this Contract, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the EVerify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of 1 year after the date of termination.

Company Name:

Authorized Signature:

Print Name:

Title:

Date:

Phone:

Email:

Website:



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

NON-COLLUSIVE AFFIDAVIT

STATE OF _____)

COUNTY OF _____)SS

_____ being first duly sworn deposes
and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror 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 Offeror 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 Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.



**RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

NON-COLLUSIVE AFFIDAVIT

Signed, sealed and delivered in the presence of:

WITNESSES:

BY: _____
Signature

Typed Name

Title

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____

**PROPOSAL EVALUATION
RFP NO. 21-009
FOOD TRUCK EVENT SERVICES**

Proposer: _____

Committee Member: _____

I. Mandatory Criteria

Responses to this RFP must be complete. Responses that do not include the proposal content requirements identified within this RFP and subsequent Addenda and do not address each of the items listed below will be considered incomplete, and will receive no further consideration.

Pass

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| EVALUATION CRITERIA | MAXIMUM POINTS | POINTS AWARDED |
|---|----------------|----------------|
| II. EXPERIENCE AND QUALIFICATIONS OF THE PROPOSER <ul style="list-style-type: none"> Qualifications and experience of the company Company references | 40 | |
| III. FOOD SELECTION/MENU <ul style="list-style-type: none"> Cost for food selection/menu items Food Selection/Menu | 40 | |
| IV. UNDERSTANDING OF THE JOB <ul style="list-style-type: none"> Understanding of the job Soundness of proposal Quality and thoroughness of the submitted proposal | 20 | |
| SUBTOTAL THIS SHEET: | 100 | |

COMMENTS:

**SPONSOR AGREEMENT
Food Truck Event Services**

THIS SPONSOR AGREEMENT ("Agreement") is made this ____ day of _____, 2021, between the **City of Greenacres, Florida**, a municipal corporation herein referred to as the "CITY", and _____, a corporation authorized to do business in the State of Florida, herein referred to as the "SPONSOR".

RECITALS

WHEREAS, the CITY issued [Request for Proposal # 21-009 for the procurement of food truck event services ("RFP" hereafter);

WHEREAS, SPONSOR submitted a proposal to perform the services described and set out in the RFP;

WHEREAS, the CITY desires to accept SPONSOR's proposal in order for SPONSOR to render the services to the CITY as provided herein;

WHEREAS, the SPONSOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner;

WHEREAS, the CITY finds awarding the RFP to the SPONSOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the SPONSOR, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

1. Term

1.1 The term of this Agreement shall be for one (1) year beginning on _____. In accordance with the RFP, at the end of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year terms upon mutual written consent of the parties. Notwithstanding the term, the parties may terminate this Agreement as stated herein.

2. Scope of Work

2.1 SPONSOR agrees to provide food truck event services to CITY as set forth in the RFP and SPONSOR'S proposal response dated _____, which RFP and SPONSOR'S proposal are incorporated herein by reference. SPONSOR shall furnish all labor, supplies, equipment, tools, service and supervision necessary to perform the work necessary with a safe, neat, and clean environment required to complete the work described and required by the RFP.

2.2 All requirements in the RFP and any exhibits or addenda issued therewith are incorporated in this Agreement by reference and in full force and effect unless superseded by the terms of this Agreement.

2.3 The SPONSOR represents to the CITY that the services to be performed under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the SPONSOR'S trade in general and that the SPONSOR'S services shall conform to the highest standards and in accordance with this Agreement.

2.4 The SPONSOR represents that it is licensed to do business in the State of Florida and further warrants its capability and experience to perform the services provided for herein in a professional and competent manner.

3. INDEPENDENT SPONSOR AND USE OF AGENTS OR ASSISTANTS

3.1 It is expressly agreed that SPONSOR is and shall be in the performance of all work, services, and activities under this Agreement an independent SPONSOR and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to SPONSOR'S sole direction, supervision and control. SPONSOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects SPONSOR's relationship and the relationship of its employees to the CITY shall be that of an independent SPONSOR and not as employees or agents of the CITY.

3.2 In the event SPONSOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, SPONSOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated herein for the SPONSOR.

3.3 To the extent reasonably necessary to enable the SPONSOR to perform its duties hereunder, the SPONSOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance its duties. All costs of the services of, or expenses incurred by, such agents or assistance shall be paid by the SPONSOR.

4. PROJECT MANAGEMENT

4.1 Both parties shall appoint a Project Manager who shall meet to coordinate, review and insure performance by the SPONSOR under this Agreement. The project manager appointed by the CITY will oversee the daily administration of the tasks to be performed by the SPONSOR under this Agreement.

5. EQUIPMENT

5.1 The SPONSOR shall provide the equipment necessary to complete the various services to be performed hereunder. In the event SPONSOR requires equipment from the CITY, the SPONSOR shall meet and confer with the CITY before services commences. In the event the CITY's equipment is to be utilized, any costs chargeable to the SPONSOR shall be agreed upon in advance of the commencement of services.

6. FEE AND ORDERING MECHANISM

6.1 For services to be rendered under this Agreement, the CITY shall issue a purchase order as authority for the SPONSOR to proceed with its services. Authorization through an approved order is required prior to commencing any services. City shall not be responsible for payment for any services performed without prior authorization via a purchase order, including pre and post diagnostics.

6.2 Upon satisfactory completion of each cycle under an approved purchase order, SPONSOR shall invoice CITY at the address shown on the purchase order based on the pricing set forth in the SPONSOR's proposal.

7. MAXIMUM COSTS

7.1 The SPONSOR expressly acknowledges and agrees that the total cost to complete all services as specified herein and on the purchase order shall not exceed the maximum contractual amount provided for herein without prior written approval from CITY. The maximum costs, as expressed herein, include any approved costs associated with an executed amendment to this Agreement.

8. BILLING

8.1 The SPONSOR shall submit invoices upon 100% completion of scheduled work referencing the purchase order number. The invoices shall be signed by the SPONSOR'S representative.

8.2 The SPONSOR shall be paid within thirty (30) days receipt of approved invoice for services.

9. AUDIT BY CITY

9.1 The SPONSOR shall permit the CITY, or any authorized representatives of the City, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the SPONSOR'S performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to per performed under this Agreement.

10. COPIES OF DATA/DOCUMENTS

10.1 Copies or original documents prepared by the SPONSOR in relation to services associated with this Agreement shall be provided to the CITY. Data collected, stored, and/or provided shall be in a form acceptable to the CITY and agreed upon by the CITY.

11. OWNERSHIP

11.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the SPONSOR pursuant to or in connection with this Agreement shall be the exclusive property of the CITY.

12. WRITTEN AUTHORIZATION REQUIRED

12.1 The SPONSOR shall not make changes in the Scope of Services or perform any additional services or provide any additional material under this Agreement without first obtaining written amendment from the CITY for such additional services or materials. Additional labor or materials provided without written amendment shall be done at the SPONSOR'S risk and without payment.

13. DEFAULTS, TERMINATION OF AGREEMENT

13.1 If the Project Manager deems that the SPONSOR is in default for failure to supply an adequate working force, or service of proper quality, or has failed in any other respect to satisfactorily perform on the services specified in this Agreement, the Project Manager may give written notice to the SPONSOR specifying defaults to be remedied within ten (10) days. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures and be made pursuant to paragraph 23 of this Agreement.

- A. If the SPONSOR does not remedy defaults within ten (10) days or commence steps to remedy default to the reasonable satisfaction of the Project Manager, the CITY may provide for such services from another SPONSOR and the CITY may withhold any money due or which may become due to the SPONSOR for such services related to the claimed default; or

- B. If after ten (10) days the SPONSOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Project Manager, the CITY may elect to terminate this Agreement.

13.2 Notwithstanding paragraph 13.1, the CITY reserves the right and may elect to terminate this Agreement at any time upon thirty (30) days' notice. At such time, the SPONSOR would be compensated only for that services which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

14. INSURANCE

14.1 Prior to the effective date of this contract, SPONSOR shall be required to submit to the Purchasing Office, a copy of its Certificate of Insurance, reflecting, at a minimum, the following coverages:

Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Business Automobile Liability Insurance with minimum limits of one hundred thousand dollars (\$100,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

SPONSOR agrees to maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event SPONSOR does not own automobiles, SPONSOR agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.2 All insurance, other than Worker's Compensation shall specifically include the CITY as an "Additional Insured" on a primary, non-contributing basis.

14.3 Coverage must be maintained during the full term of this Agreement. If there is a cancellation of or change to the policy submitted as proof of coverage, it is the responsibility of

the SPONSOR to insure it or the Insurance carrier, notifies the City at least thirty (30) days before expiration of or any changes to the policy.

14.4 Neither approval nor failure to disapprove insurance furnished by the SPONSOR shall relieve the SPONSOR from responsibility to provide insurance as required by this Agreement.

14.5 The SPONSOR shall deliver to the CITY the required certificate(s) of insurance and endorsement(s) before the CITY signs this Agreement.

14.6 The SPONSOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the CITY may use the services of another SPONSOR without the CITY incurring any liability to the SPONSOR.

15. WAIVER OF BREACH

15.1 The waiver of either parts of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

16. INDEMNITY

16.1 The SPONSOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the CITY and its officers, agents, employees and representatives, from and against any and all liability, suite, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses and expert fees) which in whole or in part arise out of or are connected with, or which are alleged to have arisen out of or to have been connected with, the SPONSOR's performance of this Agreement (including performance by its agents, employees, subcontractors or by anyone the SPONSOR directly or indirectly employed).

16.2 The SPONSOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the SPONSOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

16.3 The SPONSOR's failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

17. ENTIRE AGREEMENT

17.1 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding. **This Agreement consists of the terms and conditions herein stated and the RFP and SPONSOR's proposal. In the event of a conflict between the aforementioned documents, the terms of this Agreement shall prevail with the RFP next taking precedence.**

18. ASSIGNMENT

18.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the CITY and the SPONSOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the CITY and the SPONSOR and not for the benefit or any other party. The SPONSOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the CITY's prior written consent. Any attempted assignment

or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the CITY may immediately terminate or suspend this Agreement.

18.2 In the event the CITY consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

19. SUCCESSORS AND ASSIGNS

19.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

20. WAIVER OF TRIAL BY JURY

20.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

21. GOVERNING LAW

21.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

22. TIME IS OF THE ESSENCE

22.1 Time is of the essence in the completion of tasks and services as specified herein. The SPONSOR and the CITY agree that the ongoing performance and completion of all tasks and services specified in this Agreement are of vital importance to the CITY and the CITY will suffer irreparable harm and injury of a nature not capable of being calculated with reasonable certainty if they are not timely completed.

22.2 The CITY may recover from the SPONSOR any amounts paid by the CITY for damages suffered to third parties as a result of the SPONSOR's failure to complete the tasks and services as required in this Agreement.

23. NOTICES

23.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office to the address indicated below; or on the next day following delivery by a nationally recognized overnight courier to the address indicated below. Should the CITY of the SPONSOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the SPONSOR to the CITY shall be given to the CITY address as follows:

FOR CITY:
PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR SPONSOR:

24. SEVERABILITY

24.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

25. FORCES OF NATURE

25.1 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest. Any delays beyond the control of wither party shall automatically extend the time schedule as set forth in this Agreement by the period of any such delay.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed version of this Agreement.

27. PUBLIC ENTITY CRIMES

27.1 SPONSOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier or sub-contractor 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 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. SPONSOR will advise the CITY immediately if it becomes aware of any violation of this statute.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY IG

29.1 In accordance with Palm Beach County ordinance number 2011-009, the SPONSOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The SPONSOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

30. SCRUTINIZED COMPANIES

30.1 As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, the SPONSOR certifies that it and any authorized subcontractors are not participating in a boycott of Israel. The City and SPONSOR agree that the City will have the right to immediately terminate the Contract Documents if the SPONSOR and/or any authorized subcontractors is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

31. PUBLIC RECORDS

31.1 Public Records: The SPONSOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the CITY as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- A. Keep and maintain public records required by the CITY to perform the service.
- B. Upon request from the CITY's custodian of public records or designee, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the SPONSOR does not transfer the records to the CITY.
- D. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of the SPONSOR or keep and maintain public records required by the CITY to perform the service. If the SPONSOR transfers all public records to the CITY upon completion of the Agreement, the SPONSOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the SPONSOR keeps and maintains public records upon completion of the Agreement, the SPONSOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records or designee, in a format that is compatible with the information technology systems of the CITY.

32. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT THE CITY OF GREENACRES, ATTN: CITY CLERK, AT (561) 642-2006, CITYCLERK@GREENACRESFL.GOV, 5800 MELALEUCA LANE, GREENACRES, FL 33463.

33. EQUAL OPPORTUNITY EMPLOYMENT

33.1 SPONSOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

IN WITNESS WHEREOF the parties hereto have made and executed this Sponsor Agreement on the day and year first above written.

CITY OF GREENACRES, FLORIDA

By: _____
Joel Flores, Mayor

ATTEST:

Quintella Moorer, City Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, City Attorney

SPONSOR:

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, who was physically present, as _____ (title), of _____ (name of entity) which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____