

PORT ST. LUCIE CITY COUNCIL
AGENDA ITEM REQUEST

COUNCIL ITEM 13I
DATE 6/25/12

Meeting Date: June 25, 2012

Public Hearing _____ Ordinance _____ Resolution _____ Motion X

Item: #20120045-Concessionaire @ the Civic Center Café

Recommended Action:

Approval to Award and enter into a Lease Contract with **Caffe Luna, L.L.C.**, for the Concessionaire at The Civic Center Café. This is a lease contract plus a one-time \$10.00 Indemnification, Caffe Luna, L.L.C. will pay the City 10% commission of the gross sales as rent per month, for five (5) years with yearly renewals on a continuing bases.

Exhibits: Department memo(s) attached yes no

All Bid documents, Responses from Bidders, Bid Tabulation Reports and all related documents

Explanation/Background Information:

The City advertised on DemandStar on April 12, 2012 for a vendor to lease the Café space at the Civic Center. Office of Management and Budget notified 73 suppliers. OMB received one (1) bid on May 25, 2012. Caffe Luna submitted a proposal that will be beneficial to the Civic Center and our citizens. Staff is recommending the City enters into a contract with Caffe Luna, L.L.C.

Director of OMB concurs with award: CR

City Manager concurs with award: [Signature]

Department requests 0 minutes to make a presentation.

Submitted by: *Sherman Conrad*, Parks & Recreation, Director

Date Submitted: June 19, 2012

RECEIVED

JUN 19 2012

City Manager's Office

Lisa Lawrence

From: Sherman Conrad
Sent: Tuesday, June 19, 2012 2:44 PM
To: Lisa Lawrence
Cc: Tonya Taylor
Subject: RE: Caffe Luna - Agenda Item

Approved.

From: Lisa Lawrence
Sent: Tuesday, June 19, 2012 2:09 PM
To: Sherman Conrad
Cc: Tonya Taylor
Subject: Caffe Luna - Agenda Item
Importance: High

Hi Sherman –

I have until 4pm to get this to the CM. Can you review and send me a email approval.

Thanks.....

*Lisa Marie Lawrence, Contract Specialist
Office of Management & Budget
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Building "A"- Suite #390
Port St. Lucie, Fl 34984
(o) 772-871-5222 * (f) 772-871-7337
llawrence@cityofpsl.com
"PROUD TO BE A PART OF TEAM PORT ST LUCIE"*

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***Public Procurement Guiding Principles: Accountability, Ethics, Impartiality, Professionalism,
Service & Transparency***

Memo

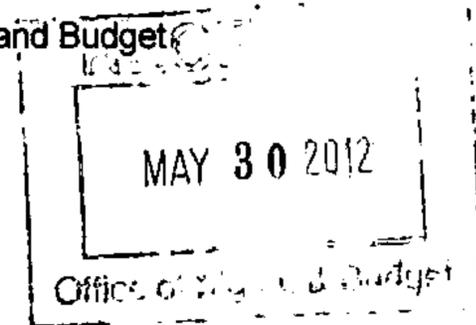


Port St. Lucie

Civic Center

Where the Research Coast Meets

To: Lisa Lawrence, Contract Specialist, Office of Management and Budget
From: Tonya Taylor, Civic Center Administrator
Through: Sherman Conrad, Parks and Recreation Director
Re: Caffe Luna, Pietro Civiletti
Date: 5/30/2012



Pursuant to the rules and regulations of the City's purchasing guidelines, please allow this memorandum to serve as confirmation that the Port St. Lucie Civic Center would like to enter into a contract with Pietro Civiletti for the operation of the café located within the Civic Center.

The contract must be clear in that Mr. Civiletti and Caffe Luna will not be allowed to provide any catering services at the Civic Center, unless prior approval is receiving, in writing, by the Facility Administrator. I would like to refer to number 14 on the Proposer's Questionnaire, where Mr. Civiletti writes, "We will also plan on offering package plans for smaller meetings and parties." Only in the event that Domenick's Catering is unable to provide services to an on-site client, would we allow Caffe Luna to provide the needed services.

We also should add in the contract that, should Mr. Civiletti wish to add or delete any items, he needs to seek written approval. The reason for this is to make sure he does not directly compete with food vendors at events located within Martin Health System Village Square.

Finally, it should also be noted that all sale of food and beverage must take place in the Café, not in the lobby or plaza.

I feel confident that Caffe Luna will be a great fit for the Civic Center and I look forward to its successful opening.

TT/pr

cc: Ms. Cheryl Shanaberger, Deputy Director, Office of Management and Budget

9221 SE Civic Center Place
Port St. Lucie, FL 34952
Telephone: 772-807-4488
Fax: (772) 398-2944

**CITY OF PORT SAINT LUCIE
CONTRACT #20120045**

This CONTRACT, executed this _____ day of _____, 2012, by and between the **CITY OF PORT ST. LUCIE, FLORIDA, a Florida Municipality, duly organized under the laws of the State of Florida**, hereinafter called "City" party of the first part, and **Caffe Luna, LLC., a Florida Limited Liability Company, whose principal address is 691 S.W. Sardinia Avenue, Port St. Lucie, Florida, 34953**, hereinafter called "Concessionaire," party of the second part.

RECITALS

In consideration of the below terms, conditions, restrictions, obligations and covenants set forth herein, the parties agree as follows: Provide food and beverage concession for the Civic Center Café. Caffe Luna, L.L.C. will exclusively operate and oversee the Café only.

NOTICES

Concessionaire: Caffe Luna, L.L.C.
Att: Pietro Civlietti
691 S.W. Sardinia Avenue
Port St. Lucie, FL 34953
Telephone 772-353-5149
Email: caffeluna2011@hotmail.com

Contract Administrator: Office of Management & Budget
Att: Lisa Marie Lawrence
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772-871-7390 Fax 772-871-7337
Email: llawrence@cityofpsl.com

Contract Supervisor: Civic Center
Att: Tonya Taylor
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone 772-871-5092 Fax 772-398-2944
Email: tonyat@cityofpsl.com

**SECTION I
DESCRIPTION OF SERVICES TO BE PROVIDED**

The specific work that the Concessionaire agrees to perform is services for Concession Operations at the Civic Center (the "Concession Premises"). This Contract hereby provides for the Concessionaire to provide continuous food and drink services.

**SECTION II
TIME OF PERFORMANCE**

The term of this Contract shall begin on the 1st day of July, 2012 and run for a period of five (5) years, except as otherwise provided herein, the Contract will terminate on June 30th, 2017. This Contract can renew as per Section XX.

**SECTION III
LOCATION AND HOURS OF SERVICE**

The Civic Center is located in Port St. Lucie, Florida at 9221 SE Civic Center Place and is open to the public during normal operation hours (schedule to be provided by the Contract Supervisor), unless otherwise changed by the City, the Contract Supervisor, or her designee.

Hours of Operations at the Cafe:

Monday – Thursday 7:00 a.m. – 9:00 p.m.
Friday – Saturday 7:00 a.m. – 11:00 p.m.
Sunday Closed (unless a special event is scheduled)

The Civic Center shall be open to the public seven (7) days per week, fifty-two (52) weeks per year. All concessions will be closed all day on certain City Holidays and other days, as deemed necessary by the Contract Supervisor, or her designee. The parties agree that the Contract Supervisor shall provide the Concessionaire with notice of closure of the Civic Center Premises no later than 5:00 p.m. on the day prior to the date.

**SECTION IV
CONCESSION USE PAYMENTS TO THE LANDLORD**

The Concessionaire shall pay to the City a security deposit of **\$2,500.00** due and payable upon full execution of this Contract. The City will hold the deposit in a non-interest bearing account for the term(s) of the Contract as security for the payment of rent and any damage to the facility caused by the Concessionaire, its agents, or employees.

Concessionaire shall make monthly Percentage Rent of ten percent (10%) of the previous month's gross receipts, without notice or demand, by the 15th of each month, along with a copy of the prior month's State of Florida Sales & Use Tax. Percentage rent not paid by the due date shall bear interest at the rate of nine percent (9%) per month from the date due until paid.

Percentage rent shall not be due and Concessionaire shall not be obligated to operate the facility at the Civic Center during any time period when the Café is unavailable through no fault or negligence of the Concessionaire.

The City reports to the State of Florida the Sales Use Tax imposed and collected on the rental use of City owned property.

Concessionaire shall pay all rents, fees, charges, and expenses from Articles III and V, and submit all reports required by this Contract, to the following:

“City of Port St. Lucie”
Ms. Tonya Taylor, Civic Center Administrator
9221 SE Civic Center Lane
Port St. Lucie, FL 34984

SECTION V REPORTS AND RECORDS

The Concessionaire shall maintain during the term of this Contract all books of accounts, reports, and records, which are customarily used in this type of operation and are necessary to document Concessionaire's activities and sales conducted pursuant to this Contract. The Concessionaire's records shall also include but not be limited to gross receipts. The form of any and all such records and reports of the Concessionaire shall be subject to the review and approval of the Director of the Parks & Recreation Department (“Director”), or his/her designee. The Concessionaire shall make its records and reports available for review upon the request of Director, the Contract Supervisor, or their designees.

Concessionaire shall allow the Director, the Finance Director, or their designees, or the auditors of the City, to inspect all or any part of the compilation procedures for the monthly reports. The time, place and conduct of the City's inspections of the Concessionaire's reports and records shall be at the sole option and discretion of the Director, or his designee. All records shall be made available during regular business hours at a reasonable location in St. Lucie County, Florida for a period of five (5) years after the termination of this Contract and any extension thereof.

SECTION VI EXPENSES

In addition to rent, Concessionaire shall be responsible for fees, costs, and expenses as described below:

- Telephone (those telephone lines related to the Concessionaire's operation) - 100%
- Advertising (for the Concessionaire's operation only) - 100%
- Any personal property and sales taxes related to the Concessionaire's operation – 100%

Concessionaire shall provide all supplies to properly operate the Café located on or about the Civic Center Premises. Any items or supplies purchased, or other expenses created, by Concessionaire shall be the sole responsibility of Concessionaire.

SECTION VII RESPONSIBILITIES AND SPECIFIC DUTIES

Concessionaire will be responsible only for the daily operations of the food and beverage services.

Concessionaire can only use/sell Coca-Cola products.

Domenick's Catering has the exclusive catering contract. Concessionaire must receive written consent from Domenick's Catering for any catering services.

Absolutely no alcohol may be served at the Café.

Concessionaire shall be responsible for the daily cleaning of the Café area, and equipment, which shall also include, but not be limited to, the following:

- Pantry
- Mopping and sanitizing all tile floors daily
- Disposing and removing of garbage, trash, and grease daily and deposit in proper receptacle.
- The grease trap(s) shall be cleaned daily by Concessionaire. (If applicable)
- Area outside Cafe to be trash free.

SECTION VIII ASSIGNMENT, SUBLETTING AND SUCCESSORS IN INTEREST

Concessionaire shall not sub-lease the Concession Premises in whole or part, nor assign or subcontract the services to be provided under this Contract to any other persons or firm without first obtaining the City's written approval, which shall not be unreasonably withheld. The City's written approval of any assignment or sub-lease shall not be construed as subjecting the City to liability of any kind or nature whatsoever to any assignee, sub-lessee, or subcontractor. Further, no assignment, sublease, or subcontract shall, under any circumstances, relieve the Concessionaire of its liabilities and obligations under this Contract.

SECTION IX USE OF PREMISES

Concessionaire shall use and occupy the Concession Premises as a Café and for no other purpose. Concessionaire shall not use or occupy the premises in violation of any laws, or applicable codes, rules and regulations, or of the Certificate of Use or Occupancy issued for the building of which the Concession Premises are a part. The Concessionaire shall immediately discontinue any use of the premises which is declared by the City or any governmental authority having jurisdiction of the premises or applicable subject matter, to be in violation of any law, code, regulation, or in violation of said Certificate of Use or Occupancy. Concessionaire shall comply with any order or direction of the City or any governmental authority having jurisdiction, which shall, by reason of the nature of Concessionaire's use or occupancy of the Concession Premises, impose any duty upon Concessionaire or City with respect to the use or occupation of the Concession Premises.

Concessionaire shall neither permit nor do anything that will invalidate or increase the cost of any fire and extended coverage insurance policy covering the building and/or property located therein. The Concessionaire shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Concessionaire shall promptly, upon demand, reimburse the City for any additional premiums charged for any additional policy required to be obtained by the City as a result of Concessionaire's failure to comply with the provisions of this paragraph. Concessionaire shall neither permit nor do anything, on or about the premises that would in any way obstruct or interfere with the rights of any other occupants of the building, Concession Premises, or attendant facilities. The Concessionaire agrees that it shall not use or allow the premises to be used for any immoral, unlawful or objectionable purpose, nor shall Concessionaire maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Concession Premises.

SECTION X ALTERATION

Concessionaire may not make any changes, alterations, improvements or additions to the Concession Premises, or attach or affix any articles thereto without City's prior written consent. All alterations, additions, or improvements that may be made upon or about the Concession Premises by the City or Concessionaire (except unattached trade fixtures and office furniture and equipment owned by Concessionaire) shall not be removed by Concessionaire, but shall become and remain the property of the City. All alterations, improvements, and additions to the Concession Premises (as permitted by the City) shall be done only by the City or Concessionaire's or mechanics, approved by the City, and shall be at Concessionaire's sole cost and expense. Any such alterations, improvements or addition shall be performed during the days and hours and in such a manner first approved by the City. If Concessionaire makes any alterations, improvements or additions to the Concession Premises, then the City may require Concessionaire, at the termination/expiration of this Contract, to restore the premises to substantially the same condition that existed prior to the commencement of this Contract.

Any mechanic's or materialmen's lien for which the City has received a notice of intent to file, or which has been filed against the Concession Premises or any part of the Civic Center or the building, that arises or results from the work performed for and on behalf of the Concessionaire, or relates to the materials furnished to Concessionaire, shall be discharged, bonded over, or otherwise satisfied by Concessionaire within ten (10) days following the earlier of the date City receives: (1) notice of intent to file a lien; or (2) notice that the lien has been filed. If Concessionaire fails to discharge, bond over, or otherwise satisfy any such lien, the City may do so at Concessionaire's expense, and any and all amounts paid by the City, including reasonable attorney's fees, shall be reimbursed by Concessionaire within ten (10) days following Concessionaire's receipt of any bills paid for by the City.

SECTION XI INDEMNIFICATION/INSURANCE

The Concessionaire agrees to indemnify, defend, and hold harmless the City, its officers and employees from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent acts, recklessness, intentional or wrongful misconduct of the Concessionaire and persons employed or utilized by the Concessionaire. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work.

The Concessionaire agrees, on a primary basis and at its sole expense, to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Concessionaire are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Concessionaire under the Contract.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that may be obtained pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization other than the City. The City shall not be obligated to provide any insurance coverage other than for the City or extend its sovereign immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, or any obligation to name the "City of Port St. Lucie" as an additional

insured under any other insurance policy, or otherwise protect the interests of the City as specified in this Contract.

The Concessionaire agrees to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Concessionaire qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products/completed operations aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a Florida municipal corporation, its officers, agents and employees as Additional Insured with a CG 2026- Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a Florida Municipality, its officers, employees and agents for Contract #20120045 for the Concessionaire at the Civic Center**". Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Bidder shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

The Concessionaire agrees to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It is the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above and any additional insurance requirements needed to perform the scope of work as described herein.

All deductible amounts will be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

Commercial General Liability for public liability, not exclusive for food contamination and food borne illnesses, during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Concessionaires, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be Concessionaire shall agree by entering into the Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Concessionaire shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Concessionaire enter into such an agreement on a pre-loss basis.

Immediately following notification of the award of this Contract, Concessionaire shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of required insurance have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day notification due to cancellation or non-renewal of coverage. In the "Description of Operations ..." Certificate shall list **Contract #20120045 for Concessionaire at the Civic Center Café.**

NOTE: Concessionaire shall not be allowed to operate without proper insurance certificates.

Concessionaire may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION XII DAMAGE OR DESTRUCTION

If the Concession Premises are damaged by fire or other casualty (collective "Casualty"), the damage shall be repaired by and at the expense of the City, provided such repairs can, in the City's opinion, be made within sixty (60) days after the occurrence of such casualty without the payment of overtime or other premiums. Until such repairs are completed, the rent (if applicable) shall be abated in proportion to the part of the premises that is unusable by Concessionaire in the conduct of Concessionaire's café area.

If the City determines that such repairs cannot be made within sixty (60) days, the City may, at its option, make the repairs within a reasonable time, not to exceed one hundred twenty (120) days, and in such

event this Contract shall continue in effect. City's election to make such repairs must be evidenced by written notice to Concessionaire within thirty (30) days after the occurrence of the damage.

If the City does not so elect to make such repairs that cannot be performed or completed within sixty (60) days, then either party may, by written notice to the other, cancel this Contract as of the date of the casualty. A total destruction of the building in which the Concession Premises are located shall automatically terminate the Contract.

SECTION XIII DEFAULTS

The occurrence of any of the following shall constitute a material default and breach of the Contract:

- A failure by Concessionaire to observe, perform any provision, term, or condition of this Contract.
- The making by Concessionaire of any general assignment for the benefit of creditors; the filing by or against the Concessionaire of a petition to have the Concessionaire adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Concessionaire, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Concessionaire's assets located at the premises or of Concessionaire's interest in this Contract, where possession is not restored to Concessionaire within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Concessionaire's assets located at the premises or of Concessionaire's interest in this Contract, where such seizure is not discharged within thirty (30) days.
- Concessionaire shall not be in default in the performance of any obligation provided for herein, unless and until Concessionaire has failed to perform such obligation within thirty (30) days after written notice by the City to Concessionaire specifying wherein Concessionaire has failed to perform such obligation.
- The City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after receipt of written notice by Concessionaire to the City specifying wherein the City has failed to perform such obligation. Provided, however, that if the nature of the City's obligation is such that more than thirty (30) days are required for its performance, then the City shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

SECTION XIV REMEDIES

In the event Concessionaire commits an act of default as set forth in Section XIII or materially breaches any provision of this Contract, the City may terminate this Contract. Upon termination, the City shall have the right to collect an amount equal to any or all of the following: all expenses incurred by the City in recovering possession of the Concession Premises, including reasonable attorney's fees; all reasonable costs and charges for the care of the premises while vacant; all renovation costs incurred in connection with the preparation of the Concession Premises for a new Concessionaire; and an amount by which the entire rent for the remainder of the term exceeds the loss of rent that Concessionaire proves could have been reasonably avoided.

SECTION XV RIGHT OF ACCESS

Upon reasonable notice to Concessionaire, the City and its agents, employees, or representatives shall have the right to access to the Concession Premises during all reasonable hours for the purposes of examining the same to ascertain whether the Concession Premises and attendant food and beverage service facilities are in good repair, and to determine if any repairs, which shall be performed at the sole cost and expense of the Concessionaire, are necessary. The City shall have no obligation as a result of conducting any such examination or inspection, to make any repairs other than expressly set forth herein.

SECTION XVI COMPLIANCE WITH LAWS

Concessionaire shall give all notices required by law, and shall otherwise comply with all applicable laws, ordinances, regulations and codes. The Concessionaire shall, at its sole cost and expense, secure and pay any and all fees and charges for any permits required for the performance of this Contract.

SECTION XVII LICENSING

Concessionaire warrants that it possesses all licenses and certificates necessary to perform the services required under this Contract. Concessionaire also warrants and represents that it is not in violation of any laws. Concessionaire further represents and warrants that its license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII SPECIAL CONDITIONS

As additional consideration and inducement for the City to enter into this Contract with the Concessionaire for the use and occupancy of the Concession Premises to provide food and beverage service to the patrons of the City's Civic Center, the Concessionaire agrees as follows:

1. It is expressly agreed and understood that the Concessionaire is in all respects an independent contractor as to the operation of the Concession Premises and the performance of its obligations under this Contract. The means and method utilized to operate the premises shall be the responsibility of the Concessionaire.
2. The hours of operation shall be mutually agreed upon by City and Concessionaire.
3. In the event that the City's Contract Supervisor, or his designee, determines that there are deficiencies in the service provided by the Concessionaire, the City shall notify the Concessionaire in writing as to the precise nature of any such deficiencies. Within ten (10) calendar days of receipt of such notice Concessionaire shall take reasonable steps to correct any deficiencies.
4. The City reserves the right to review and, if necessary, reject all proposed advertising of the Concessionaire's services to the general public and/or business associates, and/or other considered targeted markets or customers.

- a. The Concessionaire shall be required to submit any proposed signage for either inside or outside the Concession Premises at least ten (10) calendar days prior to the Concessionaire's proposed advertisement or sign posting date(s).
 - b. The Concessionaire shall be required to comply with the City's sign ordinance.
5. The Concessionaire shall be responsible for providing and paying for the telephone(s) and internet and telecommunication services it intends to utilize; however, they must be compatible with the telephone system installed in the building and the City's internet service provider. Concessionaire will be responsible for any and all charges incurred by Concessionaire related to its use of utility and telecommunication services for its food and beverage (and any other business operations) on the Concession Premises.

SECTION XIX LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of the State of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XX RENEWAL OPTION

This Contract may be extended by mutual agreement of both parties starting on **July 1st, 2017** and every five (5) years thereafter, both parties agree to open for renegotiation, all current terms and conditions of this Contract.

SECTION XXI TERMINATION

The City may terminate this Contract with or without cause by giving the Concessionaire a written thirty (30) day notice. At the termination of this Contract, Concessionaire shall surrender the premises to the City in good condition and repair as of the commencement date of this Contract, reasonable wear and tear excepted.

The Concessionaire shall leave the Concession premises in the same condition as existed at the inception of the contract.

- All floors, walls, counters, and windows must be "steam cleaned" and free of grease.

If the Concessionaire is not in default upon the termination of this Contract, Concessionaire shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Concession Premises by Concessionaire, provided that Concessionaire promptly repairs any damage to the Concession Premises caused by such removal.

(Balance of page left intentionally blank)

**SECTION XXII
ENTIRE AGREEMENT**

The written terms, conditions, obligations and provisions of this Contract shall supersede all prior verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the _____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

ATTEST:
By: _____
City Clerk

Caffe Luna, L.L.C

By: _____

Witness: _____

Print Name and Title: _____

Print Name: _____

Witness: _____

State of: _____

Print Name: _____

County of: _____

Before me, personally appeared, _____ the _____ of Caffe Luna, L.L.C.
(please print) (Title)

Please check one:

Personally known _____
Produced Identification: _____
Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012.

Notary Signature
Notary Public: State of _____ at Large.
My Commission Expires: _____

(seal)

SB #20120045
CITY OF PORT ST. LUCIE CIVIC CENTER
CAFÉ EQUIPMENT LIST

Please be advised that the City of Port St. Lucie owns the following equipment:

Café Items

- 1 – Open refrigerator case – self serve counter space
- 1 – Display case merchandiser
- 1 – Hand sink

_____ Initial Café Luna

CHECKLIST
SEALED BID #20120045
CONCESSIONAIRE AT THE CIVIC CENTER CAFÉ

Name of Proposer: Caffe Luna (Pietro Civiletti)

This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

- Mailing envelope has been addressed to:
City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

- Mailing envelope must be sealed and identified with:
Proposers Name and Address
Proposal #20120045
Proposal Title: **Concessionaire at the Civic center Café**
Proposal Opening Date and Time: **May 25, 2012 @ 3:30 p.m.**

- Drug-Free Workplace Form

- Each Proposal Addendum (when issued) is acknowledged.

- Copy of Insurance Certificate in accordance with Section #5

- Proposer's Questionnaire

- Sample Menu's

- Have reviewed the Contract and accept all City Terms and Conditions

- One (1) original and four (4) copies of required documents

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

Caffe Luna

At the

Port St. Lucie Civic Center

Table of Contents

Section 1: Proper's Questionnaire

Section 2: Sample Menu

Section 3: Marketing Plan

Section 4: Project/Schedule Timeline

Section 5: Insurance

Section 6: Drug-Free Workplace

Section 1

Proper's Questionnaire

PROPOSER'S QUESTIONNAIRE
SB #20120045
Concessionaire at the Civic Center Café

It is understood and agreed that the following information is to be used by the City of Port St. Lucie (City) to determine the qualifications of Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank material or equipment manufacturer or distributor, or any person, firm, or corporation to furnish the City any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this 24th day of May, 2012

Caffé Luna LLC

Name of Organization/ Proposer

By: **Pietro Civiletti, Owner**

Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other?

LLC, Corporation

2. Firm's name and Main office address, telephone and fax number, e-mail:

Caffé Luna LLC

691 SW Sardinia Ave.

Port St. Lucie, FL 34953

Phone: (772)353-5149

Email: caffeluna2011@hotmail.com

3. Firm's previous names (if any):

Brooklyn Pizza and Grill, New York

4. List experience have you had operating a Café? Describe the offerings of previous Café?

Location	Yr. open/closed	Average net month sales
<u>New York</u>	<u>2008/2011</u>	<u>\$8,000</u>

5. Identify the type and style of service that you propose for the daily operations of the Civic Center Café? Provide a sample menu with pricing (provide as separate attachment).

We will offer a true café style operation that provides variety and at the same time simple enough to maximize profit. We will have morning breakfast starting at 7:00am consisting of a variety of

coffees and pastries. Lunch will consist of hot and cold options to cater to events occurring at the civic center and members of the gym. During the week the café will remain open until 9:00pm. On Friday and Saturday evenings we will keep the café open and provide live entertainment with food and specialty ice cream for all ages. On Sundays the café will be closed unless there is an event at the civic center that requires our services. See attached menu.

6. Please describe how you will promote and market the Café and its offerings to the community.
Please refer to our marketing plan.
7. Identify any suppliers(s) Proposer plans to utilize to perform any of the services.

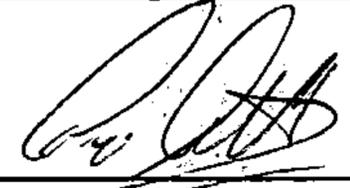
Supplier's Name	Contact Phone Number	Month Spend Estimate
<u>Restaurant Depot</u>		
<u>Flora Foods (Pompano Beach)</u>		
8. Provide Proposer's staffing for this site, including the Proposer's Contract Manager. Include how it would provide and meet, on an as needed basis, event staffing requirements. Also discuss how Proposer plans to hire City residents to provide services and how it approaches diversity in its workforce.
Contract Manager- Pietro Civiletti, Assistant Manager- Vincenza Civiletti, Café Staff (daily operations) - Alex Civiletti.
We will work with local staffing companies such as workforce solutions to hire local city residents for daily operations. We will have and keep call list of staff for larger events. We will also work with onsite caterer to utilize staff.
9. How many Workers' Compensation claims have you had in the last two (2) year period?
 Give a brief description of each claim/
N/A
10. How do you propose to continue to, and participate in, the total effort of making this a successful operation?
We have an idea and plan for the café. However we will make changes and adjust to find what works best for the café. We want to draw more people to the Civic Center while at the same time accommodate the people who visit the Civic Center on a daily basis. We will work alongside the City to make this a successful operation.
11. Status of contracts on hand:
N/A
14. Beyond the required Commission, list any value added items that your firm shall provide the City if awarded this Lease. These items may be an increase in commission rate, cash donations, food and/or services. Please list type of value added items and dollar amount .
We plan on offering City and County employees a 10% discount. We also plan on offering package plans for smaller meetings and parties.
15. Please describe the amount the proposer is willing to pay monthly for the use of the Café. Also, describe if this is based upon gross receipts or a flat monthly commission regardless of gross receipts or a combination of both.
We are offering a 10% commission of gross receipts.
16. Do all employees have SafeServ certificates? Yes X No

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

17. **CERTIFICATION**

I (print), **Pietro Civiletti** am an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this proposal is made without prior understanding, contract or connection with any corporation, firm or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this Request for Proposal.

18. **Proposer has read and accepts the terms and conditions of the City's lease agreement (Attached):**

		<u>OWNER</u>
Signature		Title

If a corporation renders this proposal, the corporate seal attested by the secretary shall be affixed below. Any agent signing this proposal shall attach to this form evidence of legal authority.

(Seal)

NOTE: Read the questions slowly and carefully: make certain all parts of the questions are answered completely.

Section 2

Sample Menu

Caffé Luna

COLD PANINI

THE ITALIAN COMBO

SOPRESSATA, SALAME, HAM,
PROVOLONE, LETTUCE, TOMATO,
ONION, ROASTED PEPPERS,
RED WINE VINEGARRETTA \$ 4.50

LUNA'S CLASSIC

HAM, VERMONT CHEDDAR,
FRESH TOMATO, LETTUCE AND
MAYONNAISE \$ 3.50

THE AMERICAN

ROAST BEEF, TURKEY BREAST,
VERMONT CHEDDAR, LETTUCE,
TOMATO AND BLACK OLIVE
SPREAD \$ 4.00

ALL SANDWICHES ARE PRESSED USING
HANDCRAFT CIABATTA BREAD FOR A HIGH-
TER BITE!!!

SALAD

CAESAR'S SALAD

ROMAINE LETTUCE, WITH
TOMATO, BLACK OLIVES,
CROUTONS,
SHAVED PARMESAN \$ 4.25

WITH GRILLED CHICKEN

ANTIPASTO SALAD

PROVOLONE, HAM, TURKEY,
TOMATO, LETTUCE,
ITALIAN VINEGARRETTA \$ 6.50

FRUIT SALAD

\$ 3.75

ICE CREAM

VANILLA
CHOCOLATE

STRAWBERRY
LEMON

STRACCIATELLA

MELON

HAZELNUT
COCONUT
COFFEE

ZUPPA INGLESE
TIRAMISU
PISTACHIO

HOT PANINI

PROSCIUTTO DI PARMA
WITH FRESH MOZZARELLA,
TOMATO AND EXTRA VIRGIN OIL \$ 5.50

GRILLED PORTOBELLA, FRESH
BABY ARUGULA, GOAT CHEESE
AND BLACK OLIVE SPREAD \$ 5.50

SOPRESSATA, FRESH BASIL,
FRESH MOZZARELLA,
ROASTED PEPPERS AND
DILTON MUSTARD \$ 5.50

THINLY SLICED BREADED EGGPLANT,
FRESH BASIL, FRESH MOZZARELLA,
TOMATO SAUCE AND PARMESAN
REGGIANO \$ 4.75

ROAST BEEF, TOMATO, FRESH
MOZZARELLA, ONION,
CREAMY MUSHROOMS \$ 5.50

DESSERT

TIRAMISU

CANNOLE

LOBSTER TAILS

CHEESE CAKE

WAFFLE

WITH FRESH STRAWBERRY

ICE CREAM AND WHIPPING

CREAM

\$ 3.75

\$ 2.90

\$ 3.75

\$ 3.75

\$ 2.25

\$ 4.25

COFFEE

ESPRESSO

ESPRESSO MACCHIATO

CAPPUCCINO

LATTE MACCHIATO

AMERICAN COFFEE

HOT CHOCOLATE

WITH CREAM

HOT TEA

\$ 2.00

\$ 2.25

\$ 3.00

\$ 3.10

\$ 1.50

\$ 2.00

\$ 2.25

\$ 1.50

ROTISSERIE

MINI RICE BALLS

WITH PROSCUITTO AND

MOZZARELLA

WITH SPINACH

WITH RAGOUT BEENS

MINI PIZZETTE

MINI CALZONE

MINI HOTDOG ROLLS

\$ 1.25

\$ 1.25

\$ 1.25

CROISSANT

WITH CHOCOLATE

WITH VANILLA

WITH JELLY

\$ 1.75

\$ 1.75

\$ 1.75

BEVERAGE

WATER

POLAND SPRING

SAN PELLEGRINO SPARKLING

SMALL

LARGE

SODA CANS

COCA COLA

DIET COLA

SPRITE

LIMONADE

ICE TEA

\$ 1.50

\$ 2.50

\$ 4.50

\$ 1.75

\$ 1.75

\$ 1.75

\$ 1.75

\$ 1.75

Section 3

Marketing Plan

Marketing Plan

Caffe Luna will strive to attract new people to the Civic Center and build a reputation to keep a growing customer base. The signature gelato and specialty ice cream alongside of a café menu including fresh salads and panini's were designed to help meet this goal. Caffe Luna will appeal to the fitness members of the Civic Center, guests of the variety of events that take place at the Civic Center and draw new customers as well. This will be accomplished by reasonably priced menu items, quality food and excellent customer service.

Our marketing plan consists of short term and long term goals. Our short term goals will focus on the opening of the café and attracting people to the café. We will have a "Grand Opening" week in which we offer specials and discounts. We plan on offering a discount to all City and County employees. We will visit other nearby businesses to start building a customer base. Once we have created a small customer base we will work towards the long term goals.

The most important factor in a successful marketing plan is knowing your target audience. This can only be determined after the café has been opened. However, before the café is open and during the first couple of months of business, we plan to make ourselves known through public relations. We will track our business progress in order to determine the best target audience. Once this audience is targeted we will use a variety of marketing tools such as print, radio, and networking to reach them and attract them to the café.

We plan on relying heavily on the fact that we will be offering a product that is not common. We feel that the gelato and specialty ice cream is something that all ages can enjoy. We want to provide a place for families to come, relax and enjoy a cool treat. In turn we hope to help the Civic Center become known for more than just a recreation and room rental facility.

Our ultimate goal is build a small successful café that will benefit the City, the Civic Center and all of our customers.

Section 4

Project/Schedule Timeline

Project/Schedule Timeline

We have already been in contact with our vendors that we plan on using to purchase the necessary equipment. We also already own equipment from our previous restaurant. We have also already contacted our food vendor that would supply our product and within a week our account will be setup. We already have a staff that is ready to begin should we receive this contract. Everything can be up and running within two weeks of receiving this contract. Our experience in the restaurant/café field will help make the process quick and easy.

Section 5

Insurance



HARBOR
INSURANCE



May 15, 2012

Mr. Pietro Civiletti
Caffe Luna, LLC
691 SW Sardinia Avenue
Port St Lucie, FL 34952

RE: Insurance Proposal/Quote

Dear Mr. Civiletti:

Please find our insurance proposal for the new business you would like to open at: 9221 SE Civic Center Pl., Pt. St Lucie, FL 34952.

Please review the proposal carefully as our quote does comply with all requirements should the City of Pt. St Lucie award you the approval to open this restaurant in the Civic Center.

Once approval has been granted we would need to meet to obtain the following to bind coverage and issue the Certificate of Insurance to the City of Port St Lucie. Company requires we complete an application, rejection of terrorism coverage and premium. This is needed for all lines of coverage.

Also prior to Binding Coverage the Insurance Carrier is requesting the following information:

- **Confirmation on your letterhead stating no known or reported losses in the past or now as a restaurant owner.**

I look forward to writing this insurance for you and look forward to helping you to start this business. Thank you for confidence in our agency and we look forward to working with you. If you have any questions, please call me at (772) 335-3445 EXT #6408.

Sincerely,

Carolyn Lombardi
Commercial Agent
Carolyn.Lombardi@harboria.com

Enclosures



Caffe Luna LLC
Insurance Proposal

INSURED NAME: Caffe Luna, LLC
POLICY PERIOD: ~~Subject to Bid~~ - Proposed date: 7/01/2012-7/01/2013
INSURED LOCATION: 9221 SE Civic Center Pl., Pt St Lucie, FL 34952

I. LIABILITY - Landmark American Insurance Co. (rated A Excellent by A.M. Best)

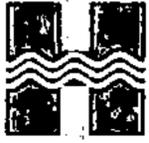
Each Occurrence: \$1,000,000
Annual Aggregate: \$2,000,000
Products/Completed Operations Aggregate: \$1,000,000
Personal Injury & Advertising: \$1,000,000
Fire Damage Legal Liability: \$100,000
Medical Payments: \$10,000
Hired & Non-Owned Auto Liability: \$1,000,000

II. PROPERTY - Landmark American Insurance Co. (rated A Excellent by A.M. Best)

Business Personal Property: \$30,000
Loss of Income: Actual Loss Sustained 12 months

- \$1,000 Deductible Per Occurrence
- Special Form.
- Replacement Cost Valuation
- Excludes Flood Coverage
- It is required that you maintain a Central Station Reporting Alarm System for Theft coverage to apply.

Annual Premium (Property, Liability & Hired Non-Owned Auto Coverage): \$2,297.00



HARBOR
INSURANCE



INSURED NAME: Caffe Luna, LLC

POLICY PERIOD: Subject to Bid – Proposed date: 7/01/2012-7/01/2013

INSURED LOCATION: 9221 SE Civic Center Pl., Pt. St Lucie, FL 34952

III. Workers Compensation – Summit Holding Insurance Co.

Each Accident: \$100,000
 Policy Limit: \$500,000
 Each Employee: \$100,000

Annual Premium (Worker's Compensation) \$1,500.00

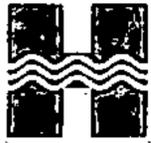
IV. Umbrella/Excess Liability Coverage

Each Occurrence Limit: \$1,000,000

Annual Premium (Umbrella Coverage) \$850.00

NOTES

1. Damage by flooding is not covered. A separate flood policy is available, if desired.
2. Protective Safeguards Warranty-Theft coverage requires an operational central station burglar alarm system.
3. In addition to standard property exclusions, the following exclusions also apply Mold, Mildew or other Fungi, Seepage, Pollution, Contamination, War & Civil War, Water & Air Exclusion, Biological or Chemical Materials, Terrorism & War Exclusion.
4. Protective Safeguards are required by carrier; Fire extinguishers & Smoke Detectors in working order. Also Semi-Annual Cleaning Contract for cooking area & Exhaust Hood.
5. Employee dishonesty coverage is available. This provides coverage for theft of money or property by employees from employer. The cost is based on the number of employees and limit of coverage. Quotation gladly provided.
6. Employment practices liability is available and is a separate policy. This provides coverage for alleged harassment, discrimination, wrongful termination and other employment related issues. Information and quote provided upon request.



HARBOR
INSURANCE



INSURED NAME: Caffe Luna, LLC

POLICY PERIOD: Subject to Bid – Proposed date: 7/01/2012-7/01/2013

INSURED LOCATION: 9221 SE Civic Center Pl., Pt St Lucie, FL 34952

7. If you furnish employee benefits, such as health insurance, we recommend Employee Benefits Liability. Further information gladly provided regarding this coverage, if desired
8. Loss of Business Income, sometimes called Business Interruption pays your lost profits and continuing expenses if the business is forced to shut down due to loss to covered property by a peril insured against, such as fire. Quotation gladly provided upon request.
9. Terrorism Risk coverage is available for an additional premium. Please complete the attached forms to either accept or reject this coverage. These forms are necessary and must be completed in order to bind coverage.
10. The personal property insurance values is an estimate only based on information you have furnished. Harbor Insurance Agency assumes no responsibility for the accuracy of these values. If you are not sure of the accuracy of the values stated, a property appraisal should be obtained from a qualified licensed real estate appraiser, building contractor, or personal property appraiser.

Insurance Company: Landmark American Insurance Company

A.M. Best Co. Rating: A

Total Annual for Property, Liability & Hired Non-Owned Auto: \$2,297.00

(Premium must be paid in full at time of binding coverage)

Umbrella & Workers Compensation Coverage Annual Premium: \$2,350.00

(Premium can be invoiced monthly with 25% down at time of binding coverage)

Landmark American is a surplus lines insurance carrier. Persons insured by surplus lines carriers do not have the protection of the Florida Insurance Guaranty Act.

This is a brief description of policy coverage only. The full and exact contract, including exclusions and limitations is contained in the policy.

Page 3 of 3

Section 6

Drug-Free Workplace

DRUG-FREE WORKPLACE FORM

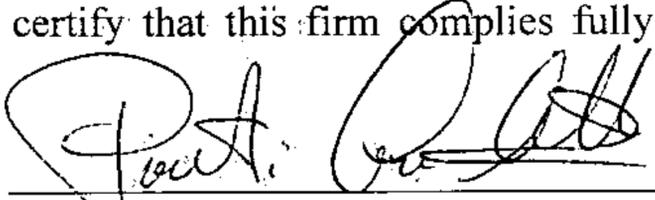
The undersigned vendor in accordance with Florida Statute Section 287.087 hereby certifies that

_____ does:

(Name of Business)

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

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



Proposer's Signature
5/23/2012

Date



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[Fictitious Name Registration](#)
[Fictitious Name Renewal](#)

Detail by Entity Name

Florida Limited Liability Company

CAFFE' LUNA L.L.C. FL Limited Liability Company Articles of Organization

Filing Information

Document Number: L12000065301 FL Certificate of Limited Partnership
 Corporation Dissolution (profit and nonprofit)
 FEI/EIN Number NONE LLC Dissolution
 Date Filed 05/14/2012 Foreign Corporation Withdrawal (profit and nonprofit)
 State FL
 Status ACTIVE Foreign LLC Withdrawal
 Effective Date 05/15/2012 Sunbiz E-filing by FAX
 Electronic Certification

Principal Address

691 S.W. SARDINIA AVE.
 PORT ST. LUCIE FL 34953

Mailing Address

691 S.W. SARDINIA AVE.
 PORT ST. LUCIE FL 34953

Registered Agent Name & Address

CIVILETTI, PIETRO
 691 S.W. SARDINIA AVE.
 PORT ST. LUCIE FL 34953 US

Manager/Member Detail

Name & Address

Title MGR
 CIVILETTI, PETRO
 691 S.W. SARDINIA AVE.
 PORT ST. LUCIE FL 34953

Title MGRM
 CIVILETTI, VINCENZO
 691 S.W. SARDINIA AVE.
 PORT ST. LUCIE FL 34953

Annual Reports

No Annual Reports Filed

Document Images

No images are available for this filing.

Note: This is not official record. See documents if question or conflict.

Caffe Luna
Pietro Civiletti
691 SW Sardinia Ave
Port St. Lucie, FL 34953
#20120045
Concessionaire at Civic Center Cafe
May 25, 2012 @ 3:30pm

23 MAY AM 11:34 385
RECEIVED

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

CITY OF PORT ST. LUCIE
OFFICE OF MANAGEMENT & BUDGET
BID OPENING LOG

BID#: 20120045-LL
OPENED: May 25, 2012
TIME: 2:00 p.m.

BID TITLE: Concessionaire at Civic Center Café

~~20120045~~ - Concessionaire @ Civic CTR
May 25, 2012
3:30 PM

23 MAY AM 11:34 418

RECEIVED

Chris Luna

BID OPENING ATTENDANCE

20120045-LL

Café Civic Center Lease

May 25, 2012 @ 2:00 p.m.

No.	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.				Ph: Fax:
3.				Ph: Fax:
4.				Ph: Fax:
5.				Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

AGENDA

Pre-Bid Conference
Bid #20120045-LL
Concessionaire at the Civic Center Café
May 10, 2012 @ 1:00 pm

This meeting is being recorded. During the question and answer period please clearly speak your name and the firm you are associated with before asking your questions. Thank you.

1. Sign-In Sheet
2. Introduction of key personnel
3. **Reminder:** Bid opening date is May 25, 2012 @ 2:00pm

No Bid will be accepted after that date and time.

Any Bid received late will be returned unopened.

4. Review of Specifications requirements:
 - Insurance Requirements
 - Bid Requirements
 - Bid Sheet
 - Last date for questions is May 21, 2012. All questions must be submitted in writing to Lisa Marie Lawrence at llawrence@cityofpsl.com.
5. Turn over to: Toyna Taylor
6. Additional questions from Prospective Bidders.
7. Adjourn

PRE-BID SIGN IN
20120045-LL
Concessionaire at the Civic Center Café
May 10, 2012 @ 1:00pm.

1.	Name (Please PRINT Legibly)	Company Name Or Entity	E-mail Address	Telephone # & FAX #
1.	Lisa Marie Lawrence	City of PSL-OMB	llawrence@cityofpsl.com	Ph: 772-871-5222 Fax: 772-871-7337
2.	Piero Civiletti	CAFÉ - CIVIC	CIVILETTI@CIVICNEWS.COM	Ph: 772-261-1702 Fax: 772-249-0776
3.	JIM POMBRIANT	APPHOTONEWS.COM	JIM@APPHOTONEWS.COM	Ph: 772-871-5092 Fax:
4.	Tonya Taylor	City of PSL-RR	Tonyat@cityofpsl.com	Ph: Fax:
5.				Ph: Fax:
6.				Ph: Fax:
7.				Ph: Fax:
8.				Ph: Fax:
9.				Ph: Fax:
10.				Ph: Fax:
11.				Ph: Fax:
12.				Ph: Fax:
13.				Ph: Fax:
14.				Ph: Fax:

User: Lawrence, Lisa

Organization: City of Port St. Lucie - Office of Management and Budget

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DEMANDSTAR

by ONVIA

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Bid Details

Bid Information

EDIT

Agency City of Port St. Lucie - Office of Management and Budget

Bid Type Request for Sealed Bid

Bid Number SB-2012-0-2012/lla

Fiscal Year 2012

Bid Writer Lisa Lawrence

Bid Name Concessionaire at the Civic Center Cafe

Bid Status Active

Bid Status Text None

Due Date/Time 5/25/2012 3:30 PM Eastern

Broadcast Date 5/3/2012

Bid Bond No

Project Estimated Budget \$0.00

Plan (blueprint) Distribution Options None

Distribution Method Download and Mail

Distributed By Onvia DemandStar

Distribution Notes None

Scope of Work The City is requesting interested firms to submit a proposal to be a food and beverage concessionaire at the Civic Center Cafe.

E-Bidding No

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

Non-Mandatory
 May 10, 2012
 1:00pm
 Civic Center
 9221 SE Civic Center Lane
 Port St. Lucie, Florida

Publications

No Publications Data Found

Documents

EDIT

Bid Package Cafe Floor Plan (1 Page, Complete)
 SB #20120045 (Complete)

Commodity Codes

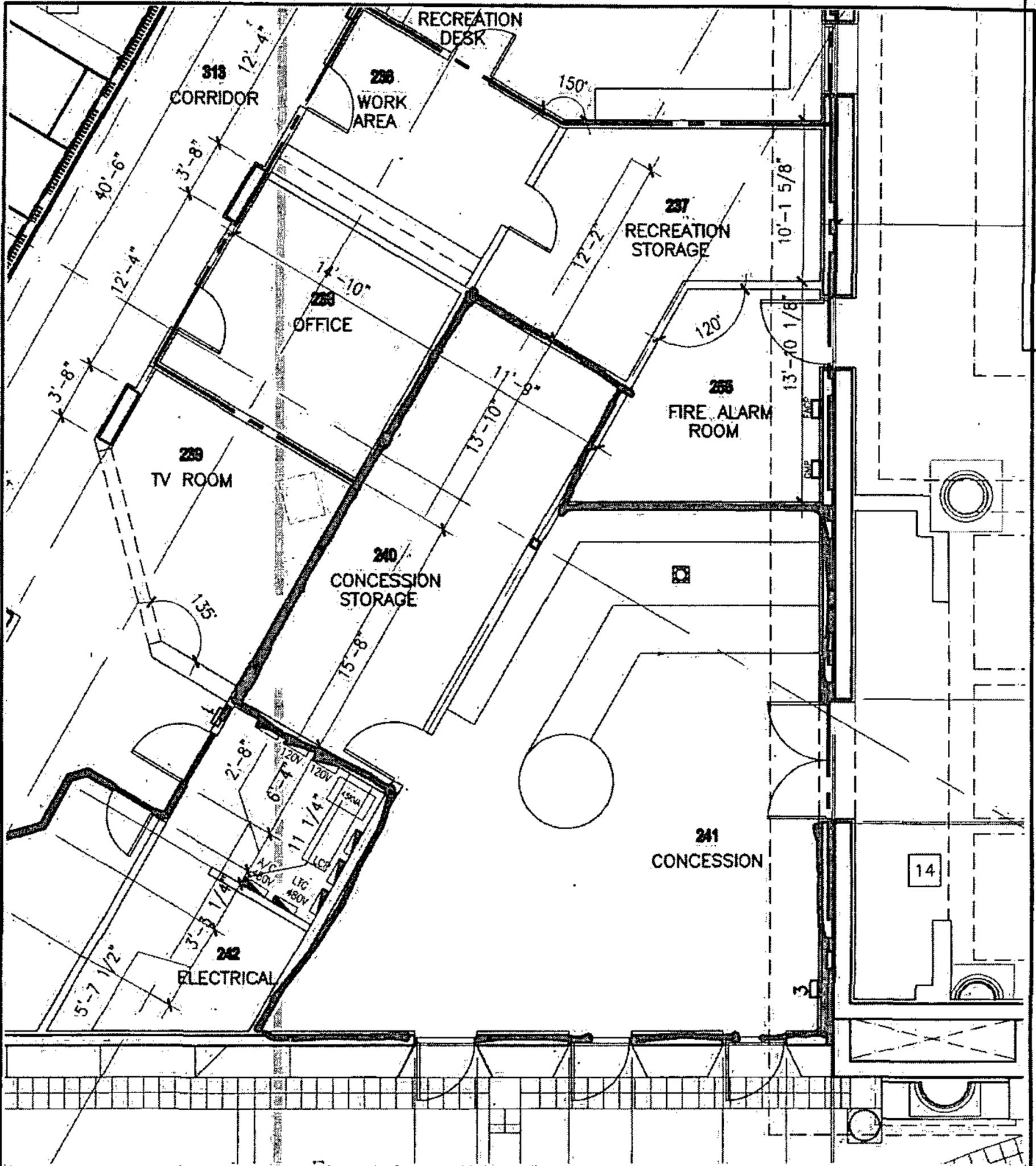
SRV-962-13 - Hospitality Services (Incl. Wine and Cheese Events)
SRV-962-19 - Cafeteria and Restaurant Services
SRV-962-40 - Food Distribution Services
SRV-962-60 - Party, Holiday, and Event Decorating Services

Statistics

Planholders There are 3 planholders for this bid
Broadcast List 70 suppliers have been notified
Supplemental Suppliers 1 Supplemental Suppliers
Filtered No
Post-Bid Viewers 0 viewer(s)



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Cafe Layout

outside



Song + Associates

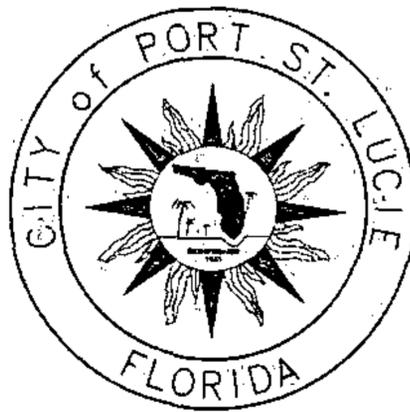
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Date: 03/29/12
Project No.: Hospitality
Drawn By: NR
Checked By: NR
Revisions:
Sheet No.:

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CITY OF PORT ST. LUCIE
SB #20120045
CONCESSIONAIRE AT THE CIVIC CENTER CAFÉ



Prepared By:

Lisa Marie Lawrence

Contract Specialist

Office of Management & Budget

121 SW Port St. Lucie Boulevard

Port St. Lucie, FL 34984-5099

772-871-5222

llawrence@cityofpsl.com

REQUEST FOR PROPOSAL

SB #20120045 for Concessionaire at the Civic Center Cafe shall be received in the Office of Management & Budget (OMB), of the City of Port St. Lucie (City), 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, no later than **3:30:00 p.m. on May 25, 2012.**

The City is requesting interested firms to submit a proposal to be the food and beverage concessionaire at the Civic Center Cafe.

On-Site Caterer (Domenick's) shall have exclusive liquor and non-exclusive food and non-alcoholic catering rights as listed in contract #20100036.

The City has scheduled a non-mandatory, one-time only Pre-Proposal Conference and Site Visit for all interested parties, at the Civic Center, 9221 SE Civic Center Lane, Port St Lucie, FL 34952, starting at **1:00 p.m. on May 10, 2012.** At that time, the requirements, specifications and other documents shall be explained, and questions regarding the proposal shall be discussed. Attendance is strongly encouraged as this shall be the **only** forum to ask questions and seek clarification. A tour of the Civic Center shall immediately follow the conference.

All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be accepted or considered. Such proposals shall be returned to the Proposer, unopened. It is the sole responsibility of the Proposer to ensure that his or her proposal reaches OMB on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. No exceptions shall be made.

The City reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified Proposers, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

Lisa Marie Lawrence
Contract Specialist

CAUTION

Submitters should take caution if United States mail or mail delivery services are used for the submission of proposals. Internal mail distribution in City Hall frequently does not occur prior to 2:00 pm. It is suggested that you mail your response in adequate time to assure that it shall arrive on the day prior to the bid opening date.

OVERVIEW

The City is soliciting proposals from qualified and experienced Proposers, registered to practice in the State of Florida to provide Food and Beverage Concessionaire services for the Civic Center Café.

Currently, City personnel manage the Civic Center operations, including a Facility Administrator and three (3) event/sales staff as well as a Hospitality Manager. City personnel handle the cleaning and maintenance of the building, however, the On-Site Caterer is responsible for cleaning the kitchen. The Hospitality Staff with the support of the City's Communication Office market and sell events. The City works closely with the Chamber of Commerce as well as the St. Lucie County's Tourist Development Council to promote the Civic Center through print and electronic media.

INTENT

The City is seeking proposals from firms having the qualifications, resources and capacity to:

1. Provide food and beverage concession for the Civic Center Café. The City intends to select and enter into a Contract with the best qualified Concessionaire submitting a proposal for this position.
2. Exclusively operate and oversee the Café only.

The term of the Lease shall be five (5) years, commencing no later than **July 1, 2012**, with yearly renewals on a continuing basis.

The Café space is outlined on the floor plan (see separate attachment). Only with written permission from the Facility Administrator can the Proposer use any additional space for their operations.

SITE INFORMATION

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando. The City incorporated in 1961 and is the largest City in the county and region. The City has been one of the fastest growing cities in Florida. The City is approximately 115 square miles with a current population of almost 160,000 full time residents, and over 200,000 during the winter season. The growth is due to several reasons related to the quality of life including access to Interstate 95 and the Florida Turnpike and regional attractions, beautiful beaches nearby and a warm Florida climate. There are various economic and recreational opportunities in the area. The average age is 37, which is a reflection of the family orientation of the City, hence, the motto "A City for All Ages".

- During the 2010-2011 Fiscal Year more than 235,000 people visited the Civic Center.
- Notable large events include Home Shows, Baby Consignment Show, MMA Events, Basketball and other sport tournaments, and several outdoor event held in the Martin Health System Village Square.

Bidder should submit questions in writing at least ten (10) days prior to the Proposal opening. The City may not answer questions received less than forty-eight (48) hours before the Proposal opening. The City shall not respond to oral inquiries.

The City shall respond to inquiries and any supplemental instructions in the form of a written addendum distributed by Onvia.com to all Proposers who received the sealed bid packet from OMB Onvia.com. The City shall not be responsible for providing said addenda to potential bidders who receive a bid package from other sources.

To ensure fair consideration for all Proposers, it must be clearly understood, Ms. Lawrence is the only individual authorized to represent the City. The City shall not respond to questions submitted to any other person in any other department. **Additionally, the City prohibits communications initiated by a Proposer to any City Official or employee evaluating or considering the proposals (up to and including the Mayor and City Council) prior to the time an award decision is made.**

NOTE: The City shall not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

RESPONSE FORMAT

Proposers shall submit the following information. The City shall evaluate this information for award consideration. Provide specific responses to each requirement/question in the submittal. Please submit all information on plain 8 ½ x 11 paper:

VERY IMPORTANT: All respondents shall submit their proposals in this same order.

1. Proposer's Questionnaire
2. Proposer shall submit a one (1) page sample menu including price representing the types of food items to be offered for the Café.
3. Provide a proposed marketing plan for the Café Operations.
4. Provide a project schedule/timeline showing how you plan to be operational by **July 1, 2012**.
5. Proposers are required to submit proof of the types and dollar amount they are presently insured.
6. Proposers are required to submit one (1) unbound original and four (4) copies of their proposal. All copies shall be on 8 ½" x 11" **plain white paper**, typed, with tabs separating the sections, and signed by the Proposer's contractually binding authority.

Responses must be received by the City, OMB, no later than **3:30:00 P.M. on May 25, 2012**. Mailing envelope shall be addressed to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Mailing envelope must be sealed and marked with:

Proposers Name & Address

Proposal Number #20120045

Proposal Title: **Concessionaire at the Civic Center Café**

Proposal Opening Date and Time: **May 25, 2012 @ 3:30:00 P.M.**

1. GENERAL REQUIREMENTS

1.1 Request for Proposal - All requirements contained in the Sealed Bid are hereby incorporated in this specification.

1.2 Cost of Preparation of Proposal - The City shall not be responsible for any cost incurred by any Proposer in the preparation of his/her proposal.

1.3 Examination of Drawings and Contract Documents - Proposers shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing facility, personnel and other conditions relative to compliance with this Specification. No plea of ignorance by the Proposer of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Proposer to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this Specification and documents promulgated therein, shall be accepted as a basis for varying the requirements of the City or the compensation of the selected Proposer.

1.4 Qualifications - Proposers shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City.

1.5 Award of Contract - The award of the Contract, if it is awarded, shall be to the most responsive, responsible Proposer whose qualifications indicate the award shall be in the best value to the City, and who shall comply with the requirements of the Proposal Specifications. No award shall be made until all necessary investigations have been made into the responsibility of the Proposer and the City is satisfied that the Proposer is qualified to do the work.

1.5.1 Default - If the selected Proposer to whom the Contract is awarded does not execute the Contract and furnish the required insurance and other required documentation within **ten (10) days** of the date of Notice of Award, the Proposer may be considered in default and, at the City's discretion, the City shall have the right to award the Contract to an alternative Proposer.

1.6 Variances to Specifications - Proposers must indicate any variances to the Specifications. If variations and/or alternates are not stated in Proposer's reply, it shall be construed that the proposal fully conforms to the specifications.

1.7 OSHA Compliance - Proposers must agree that the products furnished and application methods shall comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

1.8 Timeliness of Submittal - All proposals must be received by the date and time specified above. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered. It is the sole responsibility of the Proposer to ensure that his/her proposal reach OMB located on the 3rd Floor, Suite 390, Building "A", on or before the closing date and time. The City shall in no way be responsible for delays caused by any occurrence. **NOTE:** Responses by telephone, telegram or facsimile shall not be accepted.

1.8.1 Right to Reject -The City Council reserves the right to waive irregularities, reject and/or accept any and all proposals, in whole or in part, or take other such actions as best serves the interests of the City.

1.8.2 Proposal Opening Extension - The City reserves the right to extend the proposal opening date when no responses or only one (1) response is received. The City shall return the received response unopened.

1.8.3 Checklist - Proposers are requested to return the attached Checklist that is contained in the proposal package with their Proposal.

1.9 Execution of Contract - Selected Proposer shall be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. No Contract shall be considered binding upon the City until it has been properly executed.

NOTE: The selected Proposer shall be required to accept the terms and conditions of the City's Contract. Read the Contract carefully, if Proposer cannot accept these terms and conditions the proposer should not submit a proposal.

1.10 Failure to Execute Contract -Failure on the part of the selected Proposer to execute the Contract as required shall be just cause for the annulment of the award.

1.11 Subcontracting or Assigning of the Contract - The selected Proposer shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Proposer shall list all subcontractors and the work provided by the suppliers on the Proposers Questionnaire.

1.12 Time of Award - The City reserves the right to hold proposals and proposal guarantees for a period not to exceed ninety (90) days after the date of the proposal opening stated in the Request for Proposal before awarding the contract. Contract award constitutes the date that City Council votes to approve the Sealed Bid award.

1.13 Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity 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, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.” § 287.133(2)(a), Fla. Stat. (2010)

1.13.1 Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.14 City's Public Relations Image - Selected Proposer personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the selected Proposer involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager, or his designee.

1.15 Patent Fees, Royalties, and Licenses - If the selected Proposer requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the selected Proposer and their surety shall indemnify and hold harmless the City from any and all claims for infringement by reason of the use of any such patented design, device, trademark, copyright, material or process in connection with the work agreed to be performed and shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

1.16 Tie Proposal Statement - In accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug free workplace programs. Please submit the form that is enclosed with your proposal response if your company has a drug free workplace program.

1.17 Cooperative Purchasing Agreement - This proposal may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Vendor may agree to allow other public agencies the same terms and conditions as this proposal, during the period of time that this proposal is in effect. Each political entity shall be responsible for execution of its own requirements with the selected Proposer.

1.18 Permits - The selected Proposer shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation.

1.18.2 The selected Proposer shall be required to file a **W9 Taxpayer Identification Form** with the City. This form must be submitted and received by the City's Finance Department before Contract can be executed.

1.19 Familiarity with Laws - The City shall assume Proposer are familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Proposer shall in no way relieve him from responsibility.

1.20 Financial Resources and Capabilities - If requested, Proposer must submit a current financial statement that is not to be older than one (1) year after the close of the accounting period. Statements must be provided within three (3) calendar days and is to be certified by a certified public accountant.

2. SPECIAL REQUIREMENTS

2.1 Responsibilities - Selected Proposer shall be responsible only for the daily operations of the food and beverage services. The selected Proposer shall have no responsibilities of any kind for the Civic Center activities and events, unless authorized by the City.

2.2 Uniforms - All employees of selected Proposer shall be neatly attired in uniforms that clearly and properly identify selected Proposer. The design of such uniforms shall be subject to the prior approval of Mrs. Tonya Taylor, Facility Administrator of the Civic Center. All employees are required to wear a name identification tag at all times while on duty. Additionally, the condition of the hygiene and appearance of employees is the selected Proposers' sole responsibility notwithstanding the fact the Facility Administrator, or her designee reserves the right to comment on and where necessary, to insure that all employees meet minimum hygiene and appearance standards.

2.3 Employment Opportunities - The selected Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, marital status, or national origin. The selected Proposer shall take affirmative action to ensure that all employees are treated fairly during employment, without regard to their race, color, religion, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation, and selection of training including apprenticeship. The selected Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The selected Proposer shall, in all solicitations or advertisements for employees placed by or on behalf of the selected Proposer; state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, age or national origin. The selected Proposer shall perform a police security check on all employees.

2.3.1 All employees of the selected Proposer shall be considered to be, at all times, employees of the selected Proposer under its sole direction and not employees or agents of the City. The selected Proposer shall supply competent and physically capable employees. The City reserves the right to require the selected Proposer to remove an employee the City deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment under this Contract is not in the best interest of the City.

2.3.2 Selected Proposer shall select, employ, train, furnish and deploy employees who are proficient, productive, and courteous to patrons, and shall discipline, and if necessary,

discharge any and all personnel working in this operation. The selected Proposer shall also provide adequately trained relief personnel in the event of absences by primary staff.

2.3.3 Selected Proposer's employees must be SafeServ certified and certificates must be displayed.

2.4 Maintenance - On an annual basis, and/or as often as the City and/or selected Proposer deem it necessary thereafter, the selected Proposer shall be required to seal and paint floors, walls, repair or replace counters or broken windows; replace signs; replace expendable equipment such as condiment jars, napkin holders, and other such concession items. All such maintenance must be performed in a satisfactory manner as determined by the Facility Administrator, or her designee.

2.5 Advertising and Sponsorship - All selected Proposer shall understand that the City reserves the right to sell advertising and sponsorship packages. The City maintains the final right of approval of selected Proposer supplies; however, all approved suppliers must provide competitive products, quality, service and prices. All selected Proposer retain no advertising rights or approvals within the Contract.

2.6 Quality and Price Agreement - The selected Proposer shall understand and agree that all food, drink and other merchandise sold, including the containers used, shall be of brand, quality, quantity and price agreed to between the Facility Administrator and selected Proposer. Prices of merchandise sold shall be subject to a yearly review by Facility Administrator and selected Proposer and any increase shall be subject to approval by the Facility Administrator. The Facility Administrator shall determine the price reductions to accommodate special promotions. In the event selected Proposer and the Facility Administrator do not agree, the City's decision shall prevail.

2.7 Vending Services and Sales - Currently, Coca-Cola Bottling has exclusive vending machine rights at the Civic Center. **Selected Proposer must serve exclusively, Coke products.** The selling of any and all smoking products, chewing tobacco, matches, gum, and/or gum type candy is strictly prohibited.

2.8 Outdoor Food Sales - The proposer will not sell outside the Café unless written approval is given by the Facilities Administrator and the on-site catering company.

2.9 Optional Sales Items - The selected Proposer shall sell those products, commodities and articles normally found in operations of this type. The City may require the selected Proposer to sell items which, in the City's discretion, are necessary for the operation of the food service facilities and may limit or require discontinuance of the sale of any products, commodities or articles which the City deems to be not in the best interest of the operation of the food service.

3. SPECIFIC REQUIREMENTS

3.1 Pre-Bid Conference and Site Visit - The City shall hold a one-time only Pre-Proposal Conference and Site Visit for all interested parties, at the City of Port St. Lucie Civic Center, 9221 SE Civic Center Lane, Port St Lucie, FL 34952, in the starting at **1:00 p.m. on May 10, 2012.** At that time, the requirements, specifications and other documents shall be explained, and questions

regarding the proposal shall be discussed. Attendance is strongly encouraged as this shall be the **only** forum to ask questions and seek clarification. A tour of the Civic Center shall immediately follow the conference.

3.2 Proposers Questionnaire - Proposers are required to complete the Proposer's Questionnaire and submit it with their proposal package.

3.3 Location - The Civic Center is located at 9221 S.E. Civic Center Lane, Port St. Lucie Florida 34952.

3.4 Size of Facility - Overall, the Civic Center Café is approximately 700 square feet.

3.5 Hours of Service - All operations shall be open to the public seven (7) days per week, fifty-two (52) weeks per year, **EXCEPT** Christmas Day. **Provide hours of service on Proposer's Questionnaire.**

3.6 Specific Duties to be Performed -

3.6.1 The selected Proposer shall maintain, at all times, storage areas, food and beverage preparation/service and all related equipment, fixtures, paraphernalia, material, utensils and other items therein, to include, but not limited to, the following:

- Mopping and sanitizing all tile floors daily
- Disposing and removing of garbage, trash, and grease daily and deposit in proper receptacle*
- Area outside Café to be trash free

*The selected Proposer must not discharge any grease into the Civic Center's drains and must keep grease in containers for disposal by the selected Proposer. If the selected Proposer fails to comply with this provision, any costs, charge or expense incurred in opening, cleaning and/or repairing drains or repairing any subsequent damage caused as of a result of such discharge shall be paid by the selected Proposer.

The selected Proposers shall at all times permit and facilitate inspection of its food and beverage service operation under the Contract by the City, its representatives and by authorized public authorities.

At the termination of the Contract, the selected Proposer may remove its own equipment, but shall be responsible for leaving the Civic Center premises in the same condition as existed at the inception of the Contract, reasonable wear and tear expected, and shall reimburse the City, for any damage to the Civic Center premises.

3.7 Utilities - To ensure that the specified services meet the requirements of the City, the City shall provide/perform/furnish at no additional cost to the selected Proposers:

3.7.1 Water, Heat, and Electric - The City shall provide water, heat and electric reasonably necessary for the operation of cooking facilities and storage facilities. Selected Proposers shall utilize prudent energy management to the satisfaction of the Facility

Administrator.

3.7.2 Refuse Removal - The City shall cover the expense of refuse removal for the selected Proposer, when refuse is placed in the designated receptacles.

3.7.3 Telephone System and Service - The City does not provide the telephone service for the selected Proposer. The cost of telephone service shall be an expense of the selected Proposer.

3.7.4 Parking - The City shall waive parking fees for the selected Proposer's employees, if, at any time during this Contract, the Civic Center charges for parking. Selected Proposer's employees shall be required to park in designated areas as assigned by the Facility Administrator.

3.7.5 Menus - All menus shall be typed or professionally printed. No hand written menus shall be allowed. A special events menu shall be required to be submitted with the execution of the Contract. This selected event menu shall include prices that shall be in effect for each Contract year. A new event menu shall be submitted on the yearly anniversary date of the Contract.

3.7.6 Table and Chairs - Proposer will have to provide their own tables and chairs for the operations of the Café.

3.7.6 Equipment and Furnishings - See attached for list of items in the café area.

3.7.8 Additional Equipment - If the selected Proposer adds equipment beyond that provided by the City, any items purchased and installed by the selected Proposer shall be of a type and class approved by the City and in sufficient quantities to provide proper service to the dining patrons. Any additional purchases of kitchen equipment and smallwares shall be the responsibility of the selected Proposer.

3.7.9 Other Sales - The concession rights granted herein do not include the sale of non-food and non-beverage commodities, products, and/or articles, including but not limited to film, flash bulbs, aspirin, postcards, magazines, programs, souvenir books, or other printed matter of a like nature and copyright novelties. However, the City, at its discretion, may require the selected Proposer to sell such items, or may negotiate and enter into a separate concession Contract for the sale of such items with the selected Proposer or any other person or entity.

3.8 No Guarantees - The City, in no way promises or guarantees the number of Civic Center activities, events, or functions, or the level of attendance at same, or the sales, payments, and revenues to selected Proposer resulting from Civic Center activities, events, or functions.

4. SECURITY PAYMENT REQUIREMENTS

4.1 Payment Deposit/Security - Before Contract execution, the selected Proposer shall deposit \$2,000.00 with the City, to be held as a "Payment Security". The City shall draw against this Payment Security, if the selected Proposer does not pay the monthly commission payments when

due or when Contract is terminated and remaining commission(s) due the City are not paid. Proposer will also pay to the City a Cleaning Deposit of \$500.00 for any cleaning, repairs or damage. The City shall place the \$2,500.00 in a non-interest bearing account for the term(s) of the Contract. If Concessionaire has paid the City all monies due, the Payment Security shall be returned to Concessionaire at the end of the Contract.

5. INSURANCE REQUIREMENTS - Proposer are required to submit proof of the types and dollar amount they are currently insured to the City with their Proposal.

The parties agree and recognize that it is not the intent of the City that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Florida Statutes, Section 768.28 under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Bidder including any and all independent contractors and subcontractors utilized must comply with the insurance requirements as outlined below. It shall be the responsibility of the Bidder to insure that all independent contractors and subcontractors comply with these requirements. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence made basis; the City shall not accept claims-made policies. Specific endorsements as well as increased limits of liability may be requested depending upon the type and scope of work to be performed. All insurance must be acceptable by and approved by the City as to form and types of coverage. Coverage outlined below shall apply on a primary and non-contributory basis.

5.1 Indemnification - The Bidder shall indemnify and hold harmless the City, and its Officers and their employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Bidder and all persons employed or utilized by the Bidder in the performance of the Contract. As consideration for this indemnity provision the Bidder shall be paid the sum of \$10.00 (ten dollars), which will be added, to the Contract price and paid prior to commencement of work.

5.2 Workers Compensation - The Bidder shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

5.3 Business Auto Policy - The Bidder shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for any auto, owned, non-owned and hired automobiles. In the event, the Bidder does not own any automobiles, the Business Auto Liability

requirement shall be amended allowing Bidder to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must list the City as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

5.4 Commercial General Liability - Commercial General Liability for public liability, not excluding for food contamination and food borne illnesses, during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	\$1,000,000
Personal/advertising injury	\$1,000,000
Products aggregate	\$2,000,000
General aggregate	\$2,000,000
Fire damage	\$100,000 any 1 fire
Medical expense	\$10,000 any 1 person

Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

5.5 Additional Insured Requirements - Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policy shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, Municipal Corporation of the State of Florida, its officers, employees and agents for Contract #20120045 for the Concessionaire at the Civic Center Café.**" Said policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non renewal of coverage thereunder. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Bidder shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

5.6 Waiver of Subrogation - The bidder shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then bidder shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should bidder enter into such an agreement on a pre-loss basis.

5.7 Subcontractors - It shall be the responsibility of the Bidder to insure that all subcontractors comply with the same insurance requirements referenced above.

5.8 Deductible Amounts - All deductible amounts shall be paid for and be the responsibility of the Bidder for any and all claims under this Contract.

5.9 Certificate(s) of Insurance - Immediately following notification of the award of this Contract, Bidder shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage required by this Bid have been obtained and are in full force and effect. Such Certificate(s) of Insurance and policy shall unequivocally provide a minimum thirty (30) day written notice to the City prior to cancellation, non-renewal or adverse change of coverage. In the "Description of Operations ..." Certificate shall list Contract #20120045 for a **Concessionaire at the Civic Center Café.**

5.10 Umbrella or Excess Liability - The Bidder may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

5.11 Right to Review - City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

6. ADDITIONAL INFORMATION

6.1 Collusion - The City reserves the right to disqualify proposals, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. Only one (1) proposal from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names shall be considered. Reasonable grounds for believing that a Proposer is interested in more than one (1) proposal for the same work shall be cause for rejection of all proposals in which such Proposers are believed to be interested. Any or all proposals shall be rejected if there is any reason to believe that collusion exists among the Proposer.

6.2 Withdrawal of Proposals - A Proposer may withdraw his/her proposal without prejudice to him/her self no later than the day and hour set in the "Sealed Bid" by communicating his/her purpose in writing to the City at the address given in the "Sealed Bid". When received, it shall be returned unopened.

6.3 Proposal Information - For information concerning procedures for responding to this Sealed Bid contact **Lisa Marie Lawrence** at phone # (772) 871-5222, fax # (772) 871-7337 or by email at llawrence@cityofpsl.com. Such contact is to be for clarification purposes only. Material changes, if any, to the scope of services, or bidding procedures, shall be transmitted only by addendum by Onvia.com. The Proposer, in turn, shall acknowledge receipt of the addendum by submitting a sheet acknowledging the Addendum number and the date of issuance. It is the responsibility of the Proposer to receive any and all Sealed Bid information and documents. The City shall not be responsible for any interpretation, other than those transmitted by Addendum to the Sealed Bid, made or given prior to the bid opening. The Proposer is responsible for verifying receipt of all Sealed Bid Addenda.

If you have obtained this document from a source other than directly from the City or from Onvia.com you are not on record as a plan holder. The OMB takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Proposer's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package.

The City will not be responsible for providing said addenda to potential Proposer who receives a bid package from other sources.

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SB #20120045
CITY OF PORT ST. LUCIE CIVIC CENTER
CAFÉ EQUIPMENT LIST

Please be advised that the City of Port St. Lucie owns the following equipment:

Café Items

- 1 – Open refrigerator case – self serve counter space
- 1 – Display case merchandiser
- 1 – Hand sink

(Note: On – Site Caterer is willing to sell the café tables and chairs to the selected proposer)

PROPOSER'S QUESTIONNAIRE
SB #20120045
Concessionaire at the Civic Center Café

It is understood and agreed that the following information is to be used by the City of Port St. Lucie (City) to determine the qualifications of Proposers to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2012

Name of Organization / Proposer

By: _____
Name and Title

(If more space is needed, please attach additional sheets.)

1. Corporation, Partnership, Joint Venture, Individual or other?

2. Firm's name and main office address, telephone and fax number, e-mail:

3. Firm's previous names (if any).

4. List experience have you had operating a Café? Describe the offerings of previous Café?

Location	yr open / closed	Average net month sales
-----------------	-------------------------	--------------------------------

5. Identify the type and style of service that you propose for the daily operations of the Civic Center Café? Provide a sample menu with pricing (provide as separate attachment).

6. Please describe how you will promote and market the Café and its offerings to the community.

7. Identify any suppliers(s) Proposer plans to utilize to perform any of the services.

Supplier's Name	Contact Phone Number	Month Spend Estimate
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8. Provide Proposer's staffing for this site, including the Proposer's Contract Manager. Include how it would provide and meet, on an as needed basis, event staffing requirements. Also discuss how Proposer plans to hire City residents to provide services and how it approaches diversity in its workforce.

9. How many Workers' Compensation claims have you had in last two (2) year period? _____
Give a brief description of each claim.

10. How do you propose to continue to, and participate in, the total effort of making this a successful operation?

11. Status of contracts on hand:

14. Beyond the required Commission, list any value added items that your firm shall provide the City if awarded this Lease. These items may be an increase in commission rate, cash donations, food and/or services. Please list type of value added items and dollar amount.

15. Please describe the amount the proposer is willing to pay monthly for the use of the Café. Also, describe if this is based upon gross receipts or a flat monthly commission regardless of gross receipts or a combination of both.

16. Do all employees have SafeServ certificates? Yes ___ No ___

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

17. CERTIFICATION

I (print), _____ am an officer of the above firm duly authorized to sign proposals and enter into contracts. I certify that this proposal is made without prior understanding, contract, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Request for Proposal.

18. Proposer has read and accepts the terms and conditions of the City's lease agreement (attached):

Signature Title

If a corporation renders this proposal, the corporate seal attested by the secretary shall be affixed below. Any agent signing this proposal shall attach to this form evidence of legal authority.

(Seal)

NOTE: Read the questions slowly and carefully; make certain all parts of the questions are answered completely.

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute Section 287.087 hereby certifies that

does:

(Name of Business)

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

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

Proposer's Signature

Date

CHECKLIST
SEALED BID #20120045
CONCESSIONAIRE AT THE CIVIC CENTER CAFÉ

Name of Proposer: _____

This checklist is provided to assist Proposers in the preparation of their proposal response. Included in this checklist are important requirements that are the responsibility of each Proposer to submit with their response in order to make their proposal response fully compliant. This checklist is only a guideline -- it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

_____ Mailing envelope has been addressed to:

City of Port St. Lucie
Office of Management & Budget
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____ Mailing envelope must be sealed and identified with:

Proposers Name and Address
Proposal #20120045
Proposal Title: **Concessionaire at the Civic center Café**
Proposal Opening Date and Time: **May 25, 2012 @ 3:30 p.m.**

_____ Drug-Free Workplace Form

_____ Each Proposal Addendum (when issued) is acknowledged.

_____ Copy of Insurance Certificate in accordance with Section #5

_____ Proposer's Questionnaire

_____ Sample Menu's

_____ Have reviewed the Contract and accept all City Terms and Conditions

_____ One (1) original and four (4) copies of required documents

THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

**CITY OF PORT SAINT LUCIE
CONTRACT FORM**

This CONTRACT, executed this _____ day of _____, 2012, by and between the **CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida**, hereinafter called "City" party of the first part, and _____ whose principal address is _____, Telephone No _____, Fax No., hereinafter called "Concessionaire," party of the second part.

RECITALS

In consideration of the below terms, conditions, restrictions, obligations and covenants set forth herein, the parties agree as follows:

CONTRACT SUPERVISOR

As used herein the Contract Supervisor shall mean Toyña Taylor, Administrator, at telephone number (772) 807-4454, or his designee.

SECTION I

DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Concessionaire agrees to perform is services for Concession Operations at The Saints Golf Course (the "Concession Premises") until a new Concessionaire is selected. This Contract hereby provides for immediate occupancy of the Concession Premises to maintain the continuous provision of food and drink service.

SECTION II

TIME OF PERFORMANCE

The term of this Lease shall begin on the _____ day of _____, 2012 and, except as otherwise provided herein, the Lease term will renew on a continuing basis at the end of five (5) year period. Starting on _____, 2016 and every three (3) years thereafter, both parties agree to open for renegotiation, all current terms and conditions of this Lease Agreement. If parties are unable to achieve a mutually acceptable agreement, either party may cancel this Lease Agreement giving a one hundred twenty (120) calendar days' notice in writing as set forth more fully in Article XXII.

SECTION III

LOCATION AND HOURS OF SERVICE

The Civic Center is located in Port St. Lucie, Florida at 9221 SE Civic Center Lane and is open to the public during normal operation hours from dawn to dusk, unless otherwise changed by the City, the Contract Supervisor, or his designee.

The Café shall be open to the public seven (7) days per week, fifty-two (52) weeks per year. All concessions will be closed all day on certain City Holidays and other days, as deemed necessary by the Contract Supervisor, or his designee, excluding Christmas Day (December 25th). The parties agree that the Contract Supervisor shall provide the Concessionaire with notice of closure of the Civic Center Premises no later than 5:00 p.m. on the day prior to the date the will be closed.

The City reserves the right to schedule tournaments, leagues, and other special events. Concessionaire will be required to coordinate the sale and/or supply of food and beverages during such special events with the golf course manager. Concessionaire will be required to be open and fully operational during any and all scheduled tournaments, leagues and other special events and occasions.

SECTION IV

CONCESSION USE PAYMENTS TO THE LANDLORD

Concessionaire shall pay as rent to the Landlord as follows:

_____ The
Concessionaire shall also be responsible for and include with each rent payment an amount equal to the prevailing State of Florida Sales and Use Tax imposed on the rental use of Landlord owned.

The Landlord reports to the State of Florida the Sales Use Tax imposed and collected on the rental use of Landlord owned property.

At time of Lease execution, in addition to the first month's rent of \$ _____ and the prevailing State of Florida Sales and Use Tax imposed on the rental use of Landlord owned property, Concessionaire shall pay, to the Landlord, a security deposit of \$2,500.00 The Landlord will hold the deposit in a non-interest bearing account for the term(s) of the Lease as security for the payment of rent and any damage to the facility caused by the Concessionaire, its agents, or employees.

All payment shall be made monthly, in advance, without notice or demand, by 5:00 P.M. on the 1st day of the month, and shall include the rental amount due and the amount due for rental use tax. The first installment is due on the 1st day of the 10th month. If the premises are occupied for a fraction of a month at the beginning or end of the term, Concessionaire shall pay a proportionate part of the applicable monthly installment. Any payments not received by 5:00 p.m. on the 1st day of the month in which the rent is due, shall be considered a default on the part of the Concessionaire and subject the Concessionaire to a termination of this lease with cause as set forth more fully in Article XXII.

Concessionaire shall pay all rents, fees, charges, and expenses from Articles III and V, and submit all reports required by this Lease, to the following:

“City of Port St. Lucie”
Ms. Toyna Taylor, Civic Center Administrator
9221 SE Civic Center Lane
Port St. Lucie, FL 34984

SECTION V REPORTS AND RECORDS

The Concessionaire shall maintain during the term of this Contract all books of accounts, reports, and records, which are customarily used in this type of operation and are necessary to document Concessionaire's activities and sales conducted pursuant to this Contract. The Concessionaire's records shall also include but not be limited gross receipts. The form of any and all such records and reports of the Concessionaire shall be subject to the review and approval of the Director of the Parks & Recreation Department ("Director"), or his/her designee. The Concessionaire shall make its records and reports available for review upon the request of Director, the Contract Supervisor, or their designees.

Concessionaire shall allow the Director, the Finance Director, or their designees, or the auditors of the City, to inspect all or any part of the compilation procedures for the monthly reports. The time, place and conduct of the City's inspections of the Concessionaire's reports and records shall be at the sole option and discretion of the Director, or his designee. All records shall be made available during regular business hours at a reasonable location in St. Lucie County, Florida for a period of five (5) years after the termination of this Contract and any extension thereof.

SECTION VI EXPENSES

In addition to rent, Concessionaire shall be responsible for fees, costs, and expenses as described below:

- Telephone (those telephone lines related to the Concessionaire's operation) - 100%
- Advertising (for the Concessionaire's operation only) - 100%
- Any personal property and sales taxes related to the Concessionaire's operation – 100%

Concessionaire shall provide all supplies to properly operate the restaurant and concessions located on or about the Concession Premises. Any items or supplies purchased, or other expenses created, by Concessionaire shall be the sole responsibility of Concessionaire.

SECTION VII RESPONSIBILITIES AND SPECIFIC DUTIES

Concessionaire will be responsible only for the daily operations of the food and beverage services.

Concessionaire shall be responsible for the daily cleaning Café' area, and equipment, which shall also include, but not be limited to, the following:

- Pantry
- Mopping and sanitizing all tile floors daily
- Disposing and removing of garbage, trash, and grease daily and deposit in proper receptacle. The grease trap(s) shall be cleaned daily by Concessionaire.
- Area outside Cafe to be trash free.

SECTION VIII
ASSIGNMENT, SUBLETTING AND SUCCESSORS IN INTEREST

Concessionaire shall not sub-lease the Concession Premises in whole or part, nor assign or subcontract the services to be provided under this Contract to any other persons or firm without first obtaining the City's written approval, which shall not be unreasonably withheld. The City's written approval of any assignment or sub-lease shall not be construed as subjecting the City to liability of any kind or nature whatsoever to any assignee, sub-lessee, or subcontractor. Further, no assignment, sublease, or subcontract shall, under any circumstances, relieve the Concessionaire of its liabilities and obligations under this Contract.

SECTION IX
USE OF PREMISES

Concessionaire shall use and occupy the Concession Premises as a Café and for no other purpose. Concessionaire shall not use or occupy the premises in violation of any laws, or applicable codes, rules and regulations, or of the Certificate of Use or Occupancy issued for the building of which the Concession Premises are a part. The Concessionaire shall immediately discontinue any use of the premises which is declared by the City or any governmental authority having jurisdiction of the premises or applicable subject matter, to be in violation of any law, code, regulation, or in violation of said Certificate of Use or Occupancy. Concessionaire shall comply with any order or direction of the City or any governmental authority having jurisdiction, which shall, by reason of the nature of Concessionaire's use or occupancy of the Concession Premises, impose any duty upon Concessionaire or City with respect to the use or occupation of the Concession Premises.

Concessionaire shall neither permit nor do anything that will invalidate or increase the cost of any fire and extended coverage insurance policy covering the building and/or property located therein. The Concessionaire shall comply with all rules, orders, regulations and requirements of the appropriate Fire Rating Bureau or any other organization performing a similar function. Concessionaire shall promptly, upon demand, reimburse the City for any additional premiums charged for any additional policy required to be obtained by the City as a result of Concessionaire's failure to comply with the provisions of this paragraph. Concessionaire shall neither permit nor do anything, on or about the premises that would in any way obstruct or interfere with the rights of any other occupants of the building, Concession Premises, or attendant facilities. The Concessionaire agrees that it shall not use or allow the premises to be used for any immoral, unlawful or objectionable purpose, nor shall Concessionaire maintain or permit any nuisance or commit or suffer to be committed any waste in, on or about the Concession Premises.

SECTION X
ALTERATION

Concessionaire may not make any changes, alterations, improvements or additions to the Concession Premises, or attach or affix any articles thereto without City's prior written consent. All alterations, additions, or improvements that may be made upon or about the Concession Premises by the City or Concessionaire (except unattached trade fixtures and office furniture and equipment owned by Concessionaire) shall not be removed by Concessionaire, but shall become and remain the property of the City. All alterations, improvements, and additions to the Concession Premises (as permitted by the City) shall be done only by the City or Concessionaire's or mechanics, approved by the City, and shall be at Concessionaire's sole cost and expense. Any such alterations, improvements or addition shall be

performed during the days and hours and in such a manner first approved by the City. If Concessionaire makes any alterations, improvements or additions to the Concession Premises, then the City may require Concessionaire, at the termination/expiration of this Contract, to restore the premises to substantially the same condition that existed prior to the commencement of this Contract. Any mechanic's or materialmen's lien for which the City has received a notice of intent to file, or which has been filed against the Concession Premises or any part of the Golf Course or the building, that arises or results from the work performed for and on behalf of the Concessionaire, or relates to the materials furnished to Concessionaire, shall be discharged, bonded over, or otherwise satisfied by Concessionaire within ten (10) days following the earlier of the date City receives: (1) notice of intent to file a lien; or (2) notice that the lien has been filed. If Concessionaire fails to discharge, bond over, or otherwise satisfy any such lien, the City may do so at Concessionaire's expense, and any and all amounts paid by the City, including reasonable attorney's fees, shall be reimbursed by Concessionaire within ten (10) days following Concessionaire's receipt of any bills paid for by the City.

SECTION XI INDEMNIFICATION/INSURANCE

To the extent permitted under Florida Statutes the Concessionaire shall indemnify, defend and hold harmless the City, its representatives, employees and elected and appointed officials, from and against all claims, costs, demands, legal fees, costs of action, losses, damages or other expenses arising as a result of any negligent act, conduct, error or omission by the Concessionaire, its agents, employees in the performance of this Contract or occasioned wholly or in part by any negligent act, conduct, error or omission by the Concessionaire, or its agents, employees or subcontractor, in the performance of this Contract. In the event any action or proceeding is brought against the City by reason of any such claim, the Concessionaire shall immediately, upon notice from the City, defend the City and save harmless from the same, at Concessionaire's sole cost and expense, by legal counsel reasonably satisfactory to the City. Concessionaire, as a material part of the consideration to the City, hereby assumes all risk of loss, damage or injury to property and any persons, in, upon or about the Concession Premises from any cause other than the City's gross negligence. Further, Concessionaire hereby waives any and all claims in respect thereof against the City. As consideration for this indemnity provision the Concessionaire shall be paid the sum of ten dollars (\$10.00), which will be invoiced and paid prior to commencement of work. The Concessionaire shall be responsible to provide a separate invoice that shall be submitted with the signed Contracts, or, if a Purchase Order is issued, the Concessionaire shall remit this invoice with their Insurance Certificates.

Neither the City nor its agents shall be liable for any damage to property entrusted to employees of the building, nor for loss of or damage to any property by theft or otherwise, nor for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water or rain which may leak from any part of the building or from the pipes, appliances or plumbing works therein or from the roof, street or sub-surfaces, or from any other place, or resulting from dampness or any other cause whatsoever, unless caused by or due to the gross negligence of the City, its agents, servants or employees. Neither the City, nor its agents, employees, officers nor representatives shall be liable for any latent defect in the Concession Premises or in the building. Concessionaire shall give prompt notice to the City in case of fire or accidents in the Concession Premises or in the building or of defects therein or in the fixtures or equipment. Concessionaire hereby acknowledges that the City shall not be liable for any interruption to Concessionaire's business for any cause whatsoever, and that Concessionaire shall obtain Business Interruption Insurance coverage should Concessionaire desire to provide coverage for such risk.

The Concessionaire shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Chapter 440, Florida Statute. The Worker's compensation Certificate of Insurance shall be specifically for operations at The Saints.

Concessionaire shall agree to maintain Business Automobile Liability at a limit of liability not less than \$500,000 each occurrence for all owned, non-owned and hired automobiles. In the event the Concessionaire does not own any automobiles the Business Auto Liability requirement shall be amended allowing Concessionaire to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

Commercial General Liability for public liability, not exclusive for food contamination and food borne illnesses, during the lifetime of this Contract shall have minimum limits of \$1,000,000 per claim, \$2,000,000 per occurrence for Personal Injury, Bodily Injury, and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Concessionaires, Products and/or Complete Operations, Contractual Liability and Broad Form Property Damage Endorsements. Coverage shall not contain an exclusion or limitation endorsement for Contractual Liability or Cross Liability. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work to be performed. All insurance policies shall be issued from a company or companies duly licensed by the State of Florida. All policies shall be on an occurrence-made basis; the City shall not accept claims-made policies. Specific endorsements will be requested depending upon the type and scope of work to be performed.

Concessionaire shall maintain and, prior to commencement of this Contract, provide the City with evidence of insurance to cover liability for the serving of intoxicating beverages with limits of \$1,000,000 per occurrence.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured with a CG 2026-Designated Person or Organization endorsement, or similar endorsement, to its' Commercial General Liability. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, political subdivision of the State of Florida, its officers, employees and agents, **Contract #20120045**. The Certificate of Insurance shall unequivocally provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage there under. Said liability insurance must be acceptable by and approved by the City as to form and types of coverage. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Concessionaire shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City.

Concessionaire shall agree by entering into the Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement then Concessionaire shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Concessionaire enter into such an agreement on a pre-loss basis.

All deductible amounts shall be paid for and be the responsibility of the Concessionaire for any and all claims under this Contract.

Immediately following notification of the award of this Contract, Concessionaire shall agree to deliver to the City a Certificate(s) of Insurance evidencing that all types and amounts of required insurance have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum thirty (30) day notification due to cancellation or non-renewal of coverage. In the "Description of Operations ..." Certificate shall list **Contract #20120045 for Concessionaire at the Civic Center Café.**

NOTE: Concessionaire shall not be allowed to operate without proper insurance certificates.

Concessionaire may satisfy the minimum limits required above for Commercial General Liability, Business Auto Liability, or Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for Commercial General Liability, Business Auto Liability, or Employer's Liability. When required by the insurer, or when Umbrella or Excess Liability is written on "Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right, but not the obligation, to review and reject any insurer providing coverage.

SECTION XII DAMAGE OR DESTRUCTION

If the Concession Premises are damaged by fire or other casualty (collective "Casualty"), the damage shall be repaired by and at the expense of the City, provided such repairs can, in the City's opinion, be made within sixty (60) days after the occurrence of such casualty without the payment of overtime or other premiums. Until such repairs are completed, the rent (if applicable) shall be abated in proportion to the part of the premises that is unusable by Concessionaire in the conduct of Concessionaire's restaurant/banquet area. However, there shall be no abatement of rent by reason of any portion of the premises being unusable for a period equal to one (1) day or less, or if the casualty is due to the negligent acts or omissions of Concessionaire or Concessionaire's employees.

If the City determines that such repairs cannot be made within sixty (60) days, the City may, at its option, make the repairs within a reasonable time, not to exceed one hundred twenty (120) days, and in such event this Contract shall continue in effect and the rent shall be apportioned in the manner provided above. City's election to make such repairs must be evidenced by written notice to Concessionaire within thirty (30) days after the occurrence of the damage.

If the City does not so elect to make such repairs that cannot be performed or completed within sixty (60) days, then either party may, by written notice to the other, cancel this Contract as of the date of the casualty. A total destruction of the building in which the Concession Premises are located shall automatically terminate the Contract.

SECTION XIII DEFAULTS

The occurrence of any of the following shall constitute a material default and breach of the Contract:

1. A failure by Concessionaire to observe and perform any provision, term or condition of this Contract.
2. The making by Concessionaire of any general assignment for the benefit of creditors; the filing by or against the Concessionaire of a petition to have the Concessionaire adjudged bankrupt or the filing of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against Concessionaire, the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of Concessionaire's assets located at the premises or of Concessionaire's interest in this Contract, where possession is not restored to Concessionaire within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of Concessionaire's assets located at the premises or of Concessionaire's interest in this Contract, where such seizure is not discharged within thirty (30) days.

Concessionaire shall not be in default in the performance of any obligation provided for herein, unless and until Concessionaire has failed to perform such obligation within thirty (30) days after written notice by the City to Concessionaire specifying wherein Concessionaire has failed to perform such obligation.

The City shall not be deemed to be in default in the performance of any obligation required to be performed by it hereunder unless and until it has failed to perform such obligation within thirty (30) days after written notice by Concessionaire to the City specifying wherein the City has failed to perform such obligation. Provided, however, that if the nature of the City's obligation is such that more than thirty (30) days are required for its performance, then the City shall not be deemed to be in default if it shall commence such performance within such thirty (30) day period and thereafter diligently prosecute the same to completion.

SECTION XIV REMEDIES

In the event Concessionaire commits an act of default as set forth in Section XIII or materially breaches any provision of this Contract, the City may terminate this Contract. Upon termination, the City shall have the right to collect an amount equal to any or all of the following: all expenses incurred by the City in recovering possession of the Concession Premises, including reasonable attorney's fees; all reasonable costs and charges for the care of the premises while vacant; all renovation costs incurred in connection with the preparation of the Concession Premises for a new Concessionaire; and an amount by which the entire rent for the remainder of the term exceeds the loss of rent that Concessionaire proves could have been reasonably avoided.

SECTION XV RIGHT OF ACCESS

Upon reasonable notice to Concessionaire, the City and its agents, employees, or representatives shall have free access to the Concession Premises during all reasonable hours for the purposes of examining the same to ascertain whether the Concession Premises and attendant food and beverage service facilities are in good repair, and to determine if any repairs, which shall be performed at the sole cost and expense of the Concessionaire, are necessary, however, The City, however, shall have no obligation, as a result of conducting any such examination or inspection, to make any repairs other than expressly set forth herein.

SECTION XVI COMPLIANCE WITH LAWS

Concessionaire shall give all notices required by law, and shall otherwise comply with all applicable laws, ordinances, regulations and codes. The Concessionaire shall, at its sole cost and expense, secure and pay any and all fees and charges for any permits required for the performance of this Contract.

SECTION XVII LICENSING

Concessionaire warrants that it possesses all licenses and certificates necessary to perform the services required under this Contract. Concessionaire also warrants and represents that it is not in violation of any laws. Concessionaire further represents and warrants that its license and certificates are current and will be maintained throughout the duration of the Contract. Concessionaire will supply the liquor license for wine, beer, and spirits.

SECTION XVIII SPECIAL CONDITIONS

As additional consideration and inducement for the City to enter into this Contract with the Concessionaire for the use and occupancy of the Concession Premises to provide food and beverage service to the patrons of the City's Civic Center, the Concessionaire agrees as follows:

1. It is expressly agreed and understood that the Concessionaire is in all respects an independent contractor as to the operation of the Concession Premises and the performance of its obligations under this Contract. The means and method utilized to operate the premises shall be the responsibility of the Concessionaire.
2. The hours of operation shall be mutually agreed upon by City and Concessionaire.
3. In the event that the City's Contract Supervisor, or his designee, determines that there are deficiencies in the service provided by the Concessionaire, the City shall notify the Concessionaire in writing as to the precise nature of any such deficiencies. Within ten (10) calendar days of receipt of such notice Concessionaire shall take reasonable steps to correct any deficiencies.
4. The City reserves the right to review and, if necessary, reject all proposed advertising of the Concessionaire's services to the general public and/or business associates, and/or other considered targeted markets or customers.
 - a. The Concessionaire shall be required to submit any proposed signage for either inside or outside the Concession Premises at least ten (10) calendar days prior to the Concessionaire's proposed advertisement or sign posting date(s).
 - b. The Concessionaire shall be required to comply with the City's sign ordinance.
5. The Concessionaire shall be responsible for providing and paying for the telephone(s) and internet and telecommunication services it intends to utilize; however, they must be compatible with the telephone system installed in the building and the City's internet service provider. Concessionaire will be responsible for any and all charges incurred by

Concessionaire related to its use of utility and telecommunication services for its food and beverage (and any other business operations) on the Concession Premises.

**SECTION XIX
LAW AND VENUE**

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of the State of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XX
RENEWAL OPTION**

This Contract may be extended by mutual agreement of both parties as needed.

**SECTION XXI
ENTIRE AGREEMENT**

The written terms, conditions, obligations and provisions of this Contract shall supersede all prior verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

**SECTION XXII
TERMINATION**

The City may terminate this Contract with or without cause by giving the Concessionaire a ten (10) day notice. At the termination of this Contract, Concessionaire shall surrender the premises to the City in good condition and repair as of the commencement date of this Contract, reasonable wear and tear is accepted. The Concessionaire shall leave the Concession premises "broom-cleaned" condition as follows:

All floors, walls, counters, and windows must be "steam cleaned" and free of grease.

If the Concessionaire is not in default upon the termination of this Contract, Concessionaire shall have the right prior to said termination to remove any equipment, furniture, trade fixtures or other personal property placed in the Concession Premises by Concessionaire, provided that Concessionaire promptly repairs any damage to the Concession Premises caused by such removal.

(Balance of page left intentionally blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the _____ day of _____, 2012.

CITY OF PORT ST. LUCIE FLORIDA

By: _____

City Manager

ATTEST:

By: _____

City Clerk

By: _____

Authorized Representative:

State of: _____

County of: _____

Before me personally appeared: _____

(please print)

Please check one:

Personally known _____

Produced Identification: _____

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed. (he/she)

WITNESS my hand and official seal, this _____ day of _____, 2012

Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____

(seal)

BID REQUEST /SB/ RFP REQUEST

Department: Parks & Rec Department Technical Specialist: Tonya Taylor Extension: 5092

Item/Description of Work Summary: Daily operations of the Civic Center Cafe. Contract to be similar to Domenick's as we are looking for a % payed in lieu of rent.

Technical Specifications Attached: Yes No (must be submitted electronically in word or excel)

Technical documents must be in word in one file, no logos

Bid Reply, must be in excel and a separate file, no logos

Plans may be PDF but must be in one file, dated and numbered consecutively.

FD

MAR 12 2012

Office of Mgmt. & Budget

Date plans received approval by City Building Department _____

Replacement: Yes No Budgeted Amount: N/A Any grant funds being used N/A

If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project

Suggested Bidders (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	Fax Number	Contact Person
<u>Pietro Civiletti</u>	<u>civiletti@verizon.net</u>		<u>Pietro Civiletti</u>

Reason for purchase or service:

This sealed bid is for the operations of the Civic Center Cafe.

If digging or trenching is required what is the depth? N/A

If work is in water, what is the depth? N/A Is the water navigable? N/A

If this is a building, how many stories? N/A

Tonya Taylor

Roddy R. Kern
Department Head Approval

3/12/12
Date