



# REQUEST FOR PROPOSALS

Goods & Services

## CONCESSIONAIRE MANAGEMENT SERVICES AT GATEWAY CENTER & WELCOME CENTER

### Request for Proposals No. 24-02-01

|   |  |
|---|--|
| <b>RELEASE DATE:</b>                                  | <b>FEBRUARY 12, 2024</b>   |
| <b>MANDATORY PRE-PROPOSAL MEETING AND SITE-VISIT:</b> | <b>THURSDAY, FEBRUARY 29, 2024 AT 11:00 AM<br/>SUNNY ISLES BEACH GATEWAY CENTER<br/>151 SUNNY ISLES BLVD<br/>SUNNY ISLES BEACH, FL 33160</b>   |
| <b>ALL QUESTIONS DUE:</b>                             | <b>MARCH 4, 2024 AT 5:00 PM</b>  |
| <b>SUBMISSION DUE DATE:</b>                           | <b>TUESDAY, MARCH 12, 2024 AT 11:00 AM</b>   |
| <b>SUBMIT <u>ELECTRONIC</u> PROPOSALS TO:</b>         | <b>RESPONDENTS SHALL SUBMIT ALL PROPOSALS ELECTRONICALLY THROUGH <a href="http://WWW.DEMANDSTAR.COM">WWW.DEMANDSTAR.COM</a>. THE CITY IS ONLY ACCEPTING ELECTRONIC SUBMITTALS VIA DEMANDSTAR AT <a href="http://WWW.DEMANDSTAR.COM">WWW.DEMANDSTAR.COM</a></b> |
| <b>PUBLIC OPENING:</b>                                | <b>GOVERNMENT CENTER, 1<sup>ST</sup> FLOOR<br/>CONFERENCE ROOM AT 11:00 AM</b>   |



**CITY OF SUNNY ISLES BEACH**

18070 Collins Ave. | Sunny Isles Beach, FL 33160  
 305.792.1707 | [sibfl.net](http://sibfl.net) | [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net)

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**LEGAL ADVERTISEMENT NOTICE TO FIRM**

**CONCESSIONAIRE MANAGEMENT SERVICES AT GATEWAY PARK  
REQUEST FOR PROPOSALS NO. 24-02-01**

The Specifications for this REQUEST FOR PROPOSALS are available from DemandStar by calling (800) 711-1712 or by accessing their website at [www.demandstar.com](http://www.demandstar.com). The Bid Specifications may also be examined at the City of Sunny Isles Beach – Office of the City Clerk. Vendors who obtain the Bid Specifications from sources other than DemandStar or the City of Sunny Isles Beach are cautioned that their Bid response package may be incomplete. Any addenda will be posted and disseminated by DemandStar.

Bidders shall submit all bid documents electronically through [www.demandstar.com](http://www.demandstar.com). A full instructional guide on how to submit documents will be included with this solicitation. Submissions are due no later than **11:00 AM ON TUESDAY, MARCH 12, 2024**. Proposals received after this time will not be considered. The City is under no obligation to return Bids. Timely submitted Bids will be opened publicly and names of firms read aloud at this time at the Sunny Isles Beach Government Center located at 18070 Collins Avenue, 1<sup>st</sup> floor conference RM., Sunny Isles Beach, Florida, 33160.

**REQUEST FOR PROPOSALS NO. 24-02-01  
CONCESSIONAIRE MANAGEMENT SERVICES AT GATEWAY CENTER  
OPENING DATE AND TIME: TUESDAY, MARCH 12, 2024 AT 11:00 AM**

The City reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities, and to accept the Bid, which best serves the interest of, and represents the best value to, the City in conformity with the criteria set forth in Section 62-8 of the Code of Ordinances of the City of Sunny Isles Beach. **Potential and actual proposers shall not solicit or otherwise communicate in any manner whatsoever, directly or indirectly, with the City Commission, City Manager, evaluation committee members, or City staff, other than Purchasing personnel regarding this RFP, from the time of the RFP initial release through the award.**

The City will host a mandatory pre-proposal conference on **THURSDAY, FEBRUARY 29, 2024 AT 11:00 AM** at Gateway Center followed by a site-visit.

All questions regarding this RFP shall be directed **in writing** to Purchasing by **MARCH 4, 2024 AT 5:00 PM**. Questions must be submitted via email to: [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net).

*Pursuant to Florida Statutes 119.071, sealed bids, proposals or replies by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after the opening of the bids, proposals, or final replies, whichever is earlier.*

Mauricio Betancur, CMC, City Clerk,  
City of Sunny Isles Beach



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**SECTION 1  
INSTRUCTIONS TO BIDDER / GENERAL TERMS AND CONDITIONS**

THESE INSTRUCTIONS ARE STANDARD FOR ALL BID COMMODITIES/SERVICES ISSUED BY THE CITY OF SUNNY ISLES BEACH. THE CITY OF SUNNY ISLES BEACH MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. ANY AND ALL SPECIAL CONDITIONS THAT MAY VARY FROM THE GENERAL CONDITIONS SHALL HAVE PRECEDENCE. BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS BID OR RFP SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

**1.1 CLARIFICATION/EXPLANATION/QUESTIONS:**

Any questions concerning the Bid Specifications or any required need for clarification must be addressed to Purchasing at [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net) by the date mentioned above. Interpretations or clarifications considered necessary by the City will be issued by addenda and posted/disseminated by DemandStar ([www.demandstar.com](http://www.demandstar.com)) to all parties listed on the official plan holders' list as having received the Bid documents. Only questions answered by written addenda shall be binding. Oral interpretations or clarifications shall be without legal effect. No plea of ignorance or delay or required need of additional information shall exempt a Proposers from submitting their Bid on the required date and time as publicly noted.

**1.2 PLAN HOLDER'S LIST:**

As a convenience to vendors, the City of Sunny Isles Beach has made available via internet lists of all plan holders for each REQUEST FOR PROPOSALS, INVITATION TO BID, and request for qualifications. The information is available on-line at [www.demandstar.com](http://www.demandstar.com) or by calling the Office of the City Clerk at (305) 792-1703.

**1.3 ADDENDA TO SPECIFICATIONS:**

If any addenda are issued after the initial specifications are released, the City will post and disseminate the addenda through DemandStar. For those projects with separate plans, blue prints, or other materials that cannot be accessed through the internet, the Office of the City Clerk will make good faith effort to ensure that all registered proposers (those who have been registered as receiving a Bid package) receive the documents. It is the responsibility of the vendor prior to the submission of any Bid to check the above website or contact the Office of the City Clerk at (305) 792-1703 to verify any addenda issued. The receipt of all addenda must be acknowledged on the Bid Response Sheet.

**1.4 SPECIAL ACCOMMODATIONS:**

Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP/RFQ opening because of a disability should call the Office of the City Clerk at (305) 792-1703 at least five (5) days prior to the Pre-Bid Conference or Bid/RFP/RFQ opening. If you are hearing or speech impaired, please contact the Office of the City Clerk by calling the City of Sunny Isles Beach using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

**1.5 PUBLIC ENTITY CRIMES STATEMENT:**

Pursuant to the provisions of paragraph (2) (a) of section 287.133, Florida statutes --"a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any 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 of real property to a public entity, may not be awarded to perform work as a Contractor, supplier, sub-Contractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.107, for category two for a period of 36 months from the date of being placed on the convicted vendor list".

**1.6 BID DEADLINE:**

Bids must be submitted no later than the time and date shown within this document.

**1.7 SEALED BID:**

The entire Bid Response Package shall be placed in an opaque envelope (with all items listed on the Bid checklist form and all other items required within this INVITATION TO BID must be executed) and submitted in a sealed envelope.

**1.8 BID EXECUTION, SIGNATURES, ERASURE/CORRECTION:**

All Bids shall be signed in blue ink. All price quotes shall be typewritten or printed with ink. All corrections made by the proposers prior to the opening must be initialed and dated by the proposers. No changes or corrections will be allowed after Bids are opened. Bids must contain an original, manual signature of an authorized representative of the company.

**1.9 WITHDRAWAL OF BIDS:**

Proposers may withdraw Bids only by written request and shall forward the withdrawal request via "Certified U.S. Mail – Return Receipt Requested" prior to the Bid opening time. Negligence on the part of the Proposers in preparing the Bid confers no right for the withdrawal of the Bid after it has been opened.

**1.10 BID OPENING:**

Bids will be opened publicly at the time and place stated in the Notice to Bidder. It is the responsibility of the proposers to insure that the Bid is entered on DemandStar.com. After the Bid opening, the contents of the Bid Form will be made public for the information of vendors and other interested parties who may be present either in person or by representative. Bids that are received after the Bid opening time will not be considered and will not be returned.

**1.11 EVALUATION OF BIDS:**

The City, at its sole discretion, reserves the right to inspect any/all Proposers facilities to determine their capability of meeting the requirements for the Contract. Also, price, responsibility, and responsiveness of the Proposers, the financial position, experience, staffing, equipment, materials, references, and past history of service to the City and/or with other units of state, and/or local governments in Florida, or comparable private entities, will be taken into consideration in the Award of the Contract.

1.11.1 Hold Harmless: All Proposer's shall hold the City, it's officials and employees harmless and covenant not to sue the City, it's officials and employees in reference to their decisions to reject, award, or not award a Bid, as applicable.

1.11.2 Cancellation: Failure on the part of the Proposers to comply with the conditions, specifications, requirements, and terms as determined by the City, shall be just cause for cancellation of the Award.

1.11.3 Disputes: If any dispute concerning a question of fact arises under the Contract, other than termination for default or convenience, the Contractor and the City department responsible for the administration of the Contract shall make a good faith effort to resolve the dispute. If the dispute cannot be resolved by agreement, then the department with the advice of the City Attorney shall resolve the dispute and send a written copy of its decision to the Contractor, which shall be binding on both parties.

**1.12 AGREEMENT:**





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After the Bid award, the City will, at its option, prepare an Agreement specifying the terms and conditions resulting from the award of this Bid. The vendor will have ten (10) calendar days after notification of the award by the City to execute the Agreement and provide the required Performance Bond.

The performance of the City of Sunny Isles Beach of any of its obligations under the agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the agreement for the current and any future periods provided for within the Bid specifications.

**1.13 PAYMENTS:**

Payment will be made after commodities/services have been received, accepted, and properly invoiced as indicated in the contract and/or purchase order. Invoices must bear the purchase order number.

**1.14 BRAND NAMES:**

If a brand name, make, of any "or equal" manufacturer trade name, or vendor catalog is mentioned whether or not followed by the words "approved equal" it is for the purpose of establishing a grade or quality of material only. Vendor may offer equals with appropriate identification, samples, and/or specifications on such item(s). The City shall be the sole judge concerning the merits of items Bid as equals.

**1.15 MATERIAL:**

Material(s) delivered to the City under this Bid shall remain the property of the seller until accepted to the satisfaction of the City. In the event materials supplied to City are found to be defective or do not conform to specifications, the City reserves the right to return the product(s) to the seller at the seller's expense.

**1.16 SAMPLES:**

Samples of items, when required, must be furnished by the Proposers free of charge to the City. Each individual sample must be labeled with the Proposers name and manufacturer's brand name and delivered by them within ten (10) calendar days of Proposers receipt of the "Notice to Proceed", unless schedule indicates a different time. If samples are requested subsequent to the Bid opening, they should be delivered within ten (10) calendar days of the request. The City will not be responsible for returning samples.

**1.17 QUANTITY GUARANTY:**

No guaranty or warranty is given or implied by the City as to the total amount that may or may not be purchased from any resulting Contract or Award. These quantities are for Bid purposes only and will be used for tabulation and presentation of the Bid. The City reserves the right to increase or decrease quantities as required, even significantly. The prices offered herein and the percentage rate of discount applies to other representative items not listed in this Bid.

**1.18 GOVERNMENTAL RESTRICTIONS ON MATERIALS:**

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship, or performance of the items offered on this Bid prior to their delivery, it shall be the responsibility of the successful Proposers to notify the City at once, indicating in their letter the specific regulation which required an alteration. The City of Sunny Isles Beach reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel at no further expense to the City.

**1.19 SAFETY STANDARDS:**

The Proposers warrants that the product(s) supplied to the City conforms in all respects to the standards set forth in the occupational safety and health act (OSHA) and its amendments. Bids must be accompanied by a materials data safety sheet (MSDS) when applicable. Contractor shall take all necessary precautions for the safety of employees, and shall erect and properly maintain at all times all necessary safeguards for the protection of the employees and the public. Contractor shall follow all OSHA Safety Standards. Danger signs warning against hazards created by his/ her operation and work in progress must be posted.

All employees of the Contractor shall be expected to wear safety glasses or goggles, appropriate clothing, and hearing protection when and wherever applicable. The Contractor shall use only equipment that is fully operational and in safe operating order.

Contractor shall be especially careful when servicing property when pedestrians and/ or vehicles are in close proximity — work shall cease until it is safe to proceed.

**1.20 WARRANTIES:**

Successful Proposers shall act as agent for the City in the follow-up and compliance of all items under Warranty/Guaranty and complete all forms for Warranty/Guarantee coverage under this Contract.

**1.21 COPYRIGHTS/PATENT RIGHTS:**

Proposers warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling of goods shipped or ordered, as a result of this Bid. The seller agrees to indemnify City from any and all liability, loss, or expense occasioned by any such violation.

**1.22 LOCAL BUSINESS TAX (OCCUPATIONAL LICENSE REGISTRATION):**

The Contractor shall be responsible for obtaining and maintaining Sertificat the contract period his or her city and county local business tax receipts. Each vendor submitting a Bid on this INVITATION TO BID shall include a copy of the company's local business tax/occupational license(s) with the Bid response. For information specific to City of Sunny Isles Beach local business tax/occupational licenses, please call Code Enforcement & Licensing at (305) 792-1705. If the Contractor is operating under a fictitious name as defined in Section 865.059, Florida Statutes, proof of current registration with the Florida Secretary of State shall be submitted with the Bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and professional Regulations or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State shall submit a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida.

**1.23 LIABILITY, INSURANCE, PERMITS AND LICENSES:**

Proposers shall assume the full duty, obligation, and expense of obtaining all necessary licenses, permits, inspections, and insurance required. The Proposers shall be liable for any damages or loss to the City occasioned by negligence of the Proposers (or their agent) or any person the Proposers has designated in the completion of their contract as a result of the Bid. Contractor shall be required to furnish a copy of all licenses, Sertificatees of competency or other licensor requirements necessary to practice their profession as required by Florida State Statute, Miami-Dade County, and City of Sunny Isles Beach Code. Contractors shall include current Miami-Dade County Certificates of Competency. These documents shall be furnished to the City along with the Bid response. Failure to furnish these documents or to have required licensor will be grounds for rejecting the Bid.

**1.24 CERTIFICATE(S) OF INSURANCE:**

Proposers shall furnish to the Office of the City Clerk, City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160, certificate(s) of insurance which indicate that insurance coverage has been obtained from an insurance company authorized to do business in the State of Florida or otherwise secured in a manner satisfactory to the City, for those coverage types and amounts listed in this document, in an amount equal to 100% of the requirements and shall be presented to the City prior to issuance of any Contract(s) or Award(s) Document(s). The City of Sunny Isles Beach shall be named as "additional insured" with respect to this coverage. The required certificates of insurance shall not only name the types of policies provided, but shall also refer specifically to this Bid and section. At the time of Bid submission the Proposers must submit certificates of insurance as outlined in the General Conditions section. All required insurances shall name the City of Sunny Isles Beach as additional insured and such insurance shall be issued by companies authorized to issue insurance in the State of Florida. It shall be the responsibility of the Proposers and insurer to notify the City Manager of the City of Sunny Isles Beach of cancellation, lapse, or material modification of any insurance policies insuring the Proposers, which relate to the activities of such vendor and the City of Sunny Isles Beach. Such notification shall be in writing, and shall be submitted to the City finance support service director thirty (30) days prior to cancellation of such policies. This requirement shall be reflected on the certificate of insurance. Failure to fully and



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satisfactorily comply with the city's insurance and bonding requirements set forth herein will authorize the City Manager to implement a rescission of the Bid award without further City Commission action. The Proposers hereby holds the City harmless and agrees to indemnify City and covenants not to sue the City by virtue of such rescission.

**1.25 ASSIGNMENT:**

The Contractor shall not transfer or assign the performance required by this Bid without prior written consent of the City Manager. Any award issued pursuant to the INVITATION TO BID and monies which may be due hereunder are not assignable except with prior written approval of the City Manager. Further, in the event that the majority ownership or control of the Contractor changes hands subsequent to the award of this contract, Contractor shall promptly notify City in writing (via United States Postal Service – Certified Mail, Return Receipt Requested) of such change in ownership or control at least thirty (30) days prior to such change and City shall have the right to terminate the contract upon sixty (60) days written notice, at City's sole discretion.

**1.26 HOLD HARMLESS/INDEMNIFICATION:**

The Contractor shall indemnify, hold harmless, and defend the City of Sunny Isles Beach, it's officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct, or misconduct of the Contractor, their agents, servants or employees in the provision of goods or the performance of services pursuant to this Bid and / or from any procurement decision of the City including without limitation, awarding the Contract to the Contractor.

**1.27 NON-CONFORMANCE TO CONTRACT:**

The City of Sunny Isles Beach may withhold acceptance of, or reject items which are found upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the vendor at their own expense and redelivered at their expense. Rejected goods left longer than thirty (30) calendar days will be regarded as abandoned and the City shall have the right to dispose of them as its own property. Rejection for non-conformance or failure to meet delivery schedules may result in the Contractor being found in default.

**1.28 DEFAULT PROVISION:**

In case of default by the Proposers, the City of Sunny Isles Beach may procure the articles or services from other sources and hold the Proposers responsible for any excess costs occasioned or incurred thereby.

**1.29 SECONDARY/OTHER VENDORS:**

The City reserves the right in the event the primary vendor cannot provide an item(s) or service(s) in a timely manner as requested, to seek other sources without violating the intent of the Contract.

**1.30 DEFINITIONS:**

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof:

- Acceptance:** Acceptance by the City of the Work as being fully complete in accordance with the Contract Documents subject to waiver of claims.
- Agreement:** The written Agreement between the City and the Contractor covering the Work to be performed, which includes the Contract Documents.
- Addenda:** Written or graphic instruments issued prior to the Bid Opening which modify or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.
- Approved:** Means approved by the City.
- Bid or Proposal:** The offer of the Bidders/Proposers submitted on the prescribed form setting

forth the prices for the Work to be performed.

**Proposers or Bidders:** Any person, firm or corporation submitting a Bid for Work.

**Bonds:** Bid, performance bond and other instruments of security, furnished by the Contractor and their surety in accordance with the Contract Documents and in accordance with the law of the State of Florida.

**Change Order:** A written order to the Contractor signed by the City authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

**City:** City of Sunny Isles Beach, 18070 Collins Avenue, Sunny Isles Beach, Florida 33160.

**Contract Documents:** Contract Documents shall include, Instructions to Proposers, Contractor's Bid, the Bonds, the Notice of Award, the Agreement between the City and Contractor as well as any addenda thereto, these General Conditions, Special Conditions, the Technical Specifications, Drawings and Modifications, Notice to Proceed, Invitation to Bid, Insurance Certificates, Change Orders and Acknowledgment of Conformance with the City of Sunny Isles Beach.

**Contract Price:** The total monies payable to the Contractor under the Contract Documents.

**Contract Time:** The number of calendar days stated in the Agreement for the completion of the Work.

**Contracting Officer:** The individual who is authorized to sign the contract documents on behalf of the City's governing body.

**Contractor:** The person, firm or corporation with whom the City has executed this Agreement.

**Day:** A calendar day of twenty-four hours measured from midnight to the next midnight.

**Field Order:** A written order issued by the City which clarifies or interprets the Contract Documents or orders minor changes in the Work.

**Modification:** Modification means any one of the following: (a) a written amendment of the Contract Documents signed by both parties, (b) a Change Order, (c) a written clarification or interpretation if issued by the City, or (d) a written order for minor change or alteration in the Work issued by the City. A modification may only be issued after execution of the Agreement.

**Notice of Award:** The written notice by City to the apparent successful Proposers stating that upon compliance with the conditions precedent to be fulfilled by him within the time specified, City will execute and deliver the Agreement to him.

**Samples:** Physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.



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**Specifications:** Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work.

**Statement of Services:** The form furnished by the City which is to be used by the Contractor in requesting progress payments.

**Supplier:** Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

**Work:** Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by Contractor under the Contract Documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

**Written Notice:** The term "Notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals and disapproval's required to obtain compliance with Contract requirements. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative or such individual, firm, or corporation, or if delivered at or sent by registered mail to the last business address known to them who gives the notice. Unless otherwise stated in writing, any notice to or demand upon the City under this Contract shall be delivered to the City.

Contractor observes that the Specifications are at variance therewith, they will give the City prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the City, they will bear all costs arising wherefrom.

**1.34 TAXES:**

The City of Sunny Isles Beach is exempt from sales tax imposed by the State and/or Federal Government. Florida Sales Tax Exemption No. 23-00-477131-54C appears on each purchase order. Exemption certificates are available upon request.

**1.35 DUTY TO DEFEND, INDEMNIFY AND SAVE HARMLESS:**

In consideration of the separate sum of twenty-five dollars (\$25.00) and other valuable consideration, the Contractor shall defend, indemnify and hold harmless the City, its officers, agents and employees, from or on account of any injuries or damages, received or sustained by any person or persons during or on account of any operations connected with the Work described in the Contract Documents, or by or in consequence of any negligence in connection with the same; or by use of any improper materials or by or on account of any act or omission of the said Contractor or his Sub-Contractor, agents, servants or employees. The Contractor will defend, indemnify and hold harmless the City and their agents or employees from and against all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than Work itself) including the loss of use resulting wherefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder. In the event that a court of competent jurisdiction determines that Sec. 725.06 (2), F.S. is applicable to this Work, then in lieu of the above provisions of this section the parties agree that Contractor shall indemnify, defend and hold harmless the City, their officers and employees, to the fullest extent authorized by Sec. 725.06 (2) F.S., which statutory provisions shall be deemed to be incorporated herein by reference as if fully set forth herein. In the event that any action or proceeding is brought against City by reason of any such claim or demand, Contractor, upon written notice from City shall defend such action or proceeding by counsel satisfactory to City. The indemnification provided above shall obligate Contractor to defend at its own expense or to provide for such defense, at City's option, any and all claims of liability and all suits and actions of every name and description that may be brought against City, excluding only those which allege that the injuries arose out of the sole negligence of City, which may result from the operations and activities under this Contract whether the Work be performed by Contractor, its Sub-Contractors, or by anyone directly or indirectly employed by either.

**1.31 BID AWARD:**

The City reserves the right to reject any and all Bids at its sole discretion. Bids shall be awarded by the City after the City performs all necessary searches, inquiries, exploration, and analysis of the Bids. The ITB shall be awarded to the lowest responsible and responsive Bidder whose Bid best serves the interests of and represents the best value to the City. No Notice of Award will be given until the City has concluded any investigation(s) as they deem necessary to establish the Proposer's capability to perform the Services as described in this RFP, ITB, RFQ or ITQ, as substantiated by the required professional experience, client references, technical knowledge and qualifications; and sufficient labor and equipment to comply with the City's established standards, as well as the financial capability of the Proposer to perform the Work in accordance with the Contract Documents to the satisfaction of the City within the time prescribed. The City reserves the right to reject the Bid of any Proposers on the basis of these queries and investigations and who does not meet the City's satisfaction, even though the firm may be the lowest dollars and cents Bid. In analyzing Bids, the City will also take into consideration client references, past work experience and work product, proven ability to satisfactorily perform. If the Contract is awarded, the City will issue the Notice of Award and give the successful Proposers a Contract for execution within ninety (90) days after opening of Bids. The City specifically reserves the right to award the contract to a proposer who is not necessarily the lowest dollars and cents proposers on the basis of the results of these queries and investigation(s).

**1.36 DECISIONS ON DISAGREEMENTS:**

The City will be the initial interpreter of the Technical Specifications.

**1.32 EXECUTION OF AGREEMENT:**

At least four counterparts of the Agreement, the Performance Bond, the Certificates of Insurance and such other Documents as required by the Contract Documents shall be executed and delivered by Contractor to the City within ten (10) calendar days of receipt of the Notice of Award.

**1.37 CITY MAY TERMINATE:**

If the Contractor is adjudged bankrupt or insolvent, or if they make a general assignment for the benefit of their creditors, or if a trustee or receiver is appointed for the Contractor or for any of their property, or if they file a petition to take advantage of any debtor's act, or to reorganize under bankruptcy or similar laws, or if they repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if they repeatedly fail to make prompt payments to Sub-Contractors or for labor, materials or equipment or they disregard laws, ordinances, rules, regulations or orders of any public body having jurisdiction, or if they disregard the authority of the City, or if they otherwise violate any provision of, the Contract Documents, then the City may, without prejudice to any other right or remedy and after giving the Contractor and the surety ten (10) days written notice, terminate the services of the Contractor and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and finish the Work by whatever method they may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to the Contractor. If

**1.33 LAWS AND REGULATIONS:**

The Contractor will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the



**CITY OF SUNNY ISLES BEACH**

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such costs exceed such unpaid balance, the Contractor will pay the difference to the City. Such costs incurred by the City will be determined by the City and incorporated in a Change Order. If after termination of the Contractor under this Section, it is determined by a court of competent jurisdiction for any reason that the Contractor was not in default, the rights and obligations of the City and the Contractor shall be the same as if the termination had been issued pursuant to this document.

1.37.1 Where the Contractor's services have been so terminated by the City said termination shall not affect any rights of the City against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the City due the Contractor will not release the Contractor from liability.

1.37.2 Upon ten (10) days written notice to the Contractor, the City may, without cause (termination for convenience) and without prejudice to any other right or remedy, elect to terminate the Agreement. In such case, the Contractor shall be paid for all Work executed and accepted by the City as of the date of the termination. No payment shall be made for profit for Work which has not been performed.

**1.38 MISCELLANEOUS:**

Proposers acknowledge the following miscellaneous conditions:

1.38.1 Whenever any provision of the Contract Documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to them who gives the notice.

1.38.2 The Contract Documents shall remain the property of the City. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project.

1.38.3 The duties and obligations imposed by these General Conditions, Special Conditions and Supplemental Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon Contractor and those in the Special Conditions and the rights and remedies available to the City, shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available by law, by special guarantee or by other provisions of the Contract Documents.

1.38.4 Should the City or the Contractor suffer injury or damage to its person or property because of any error, omission, or act of the other or of any of their employees or agents or others for whose acts they are legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such in jury or damage.

**1.39 WAIVER OF JURY TRIAL:**

City and Contractor knowingly, irrevocably voluntarily and intentionally waive any right either may have to a trial by jury in State or Federal Court proceedings in respect to any action, proceeding, lawsuit or counterclaim based upon the Contract Documents or the performance of the Work there under.

**1.40 GOVERNING LAW:**

The Contract shall be construed in accordance with and governed by the law of the State of Florida.

**1.41 VENUE:**

Venue of any action to enforce the Contract Documents shall be in Miami-Dade County, Florida.

**1.42 ARBITRATION:**

It is the intention of the parties that whenever possible, if a dispute or controversy arises hereunder then such dispute or controversy shall be settled by arbitration in accordance with the procedures, rules and regulations of the American Arbitration Association. The decision rendered by the Arbitrator shall be final and binding upon the parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Arbitration shall be held in Miami-Dade County, Florida. All costs of arbitration and attorneys' fees incurred by the parties shall be paid by the non-prevailing party or, if neither party prevails on the whole, each party shall be responsible for a portion of the costs of arbitration and their respective attorneys' fees as may be determined by the court on confirmation.

**1.43 PROJECT RECORDS:**

City shall have right to inspect and copy during regular business hours at City's expense, the books and records and accounts of Contractor which relate in any way to the Project, and to any claim for additional compensation made by Contractor, and to conduct an audit of the financial and accounting records of Contractor which relate to the Project. Contractor shall retain and make available to City all such books and records and accounts, financial or otherwise, which relate to the Project and to any claim for a period of three years following final completion of the Project. During the Project and the three year period following final completion of the Project, Contractor shall provide City access to its books and records upon five days written notice.

**1.44 SEVERABILITY:**

If any provision of the Contract or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of the Contract, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**1.45 INDEPENDENT CONTRACTOR:**

The Contractor is an independent Contractor under the Contract. Services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures, applicable to services rendered under the Contract shall be those of the Contractor.

**1.46 PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES:**

Pursuant to Florida Statutes Section 217.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the City's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018. Any contract entered into or renewed after July 1, 2018 shall be terminated at the City's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel.

**Prohibition Against Considering Social, Political or Ideological Interests In Government Contracting**

Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the City will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the City's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

**End of Section**





## Section 2 Special Terms and Conditions

### 2.1 PURPOSE OF RFP:

The City of Sunny Isles Beach (the “City”) seeks to secure the services of qualified, experienced and licensed vendor, (“Vendor”), (“Licensee”) or (“Proposer”) to operate, manage and maintain a licensed food concession stand at Gateway Center, located at 151 Sunny Isles Blvd. The Proposer shall provide all labor, overhead, profit, material, tools, vehicles, travel, licenses, certificates, insurances, permits, and incidentals for Concession Operations at the said location, as described in Attachment A. The concessionaire, as outlined within, will supply and operate indoor concession stand(s), for selling primarily healthy beverages and/or snacks to the general public in accordance with the terms, conditions and specifications contained herein. The firm shall propose a monthly license fee and/or agree to revenue sharing, payable to the City of Sunny Isles Beach, which will be negotiated.

The LICENSEE shall be responsible for all pricing associated with the sale of goods and shall ensure that pricing is fair and consistent.

The Contract resulting from this solicitation shall not be deemed to be a lease of the concession property, but rather a license granted to the Proposer by the City to operate the concession for a limited time, and on a limited basis under the terms and conditions stated herein.

All proposers are informed that any public food service establishments located at the Park Facility is governed by the Florida Statutes, Florida Department of Business and Professional Regulation Division of Hotels and Restaurants, Florida Department of Environmental Protection, and local city ordinances, where applicable. All proposers shall take these regulations into account in formulating their proposals.

The Director, at any time, can and may suspend activities of the Proposer, if the activities appear to be unsafe or appear to be in violation of any federal, state, or local law, including City ordinances.

### 2.2 MANDATORY PRE-PROPOSAL CONFERENCE & SITE-VISIT

A mandatory meeting will be held on **Thursday, February 29, 2024 at 11:00 AM** at the City of Sunny Isles Beach, Gateway Center located at 151 Sunny Isles Blvd., Sunny Isles Beach, Florida 33160. No claim of ignorance by the firm of conditions that exist, or that may hereinafter exist as a result of failure to make the necessary examinations or investigations or failure to fulfill in every detail the requirements of the contract documents, will be accepted as basis for varying the requirements of the City of Sunny Isles Beach. Oral statements may not be relied upon and will not be binding or legally effective. As such an addendum will be issued if any alterations are made to the specifications contained herein.



### 2.3 **CONTRACT TERM**

The initial contract period shall be for two (2) years, commencing upon award by the City Commission and execution of the Agreement. The City may renew this Agreement for three (3) additional one (1) year periods subject to City's option, vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the City.

The City Manager may extend the Contract for a period not to exceed 180 calendar days subject to the same terms and conditions set forth in the initial Contract. Any additional extensions shall be subject to City Commission approval.

Any contract awarded as a result of this RFP, may be cancelled by the City within thirty (30) days with a written notice by the City of Sunny Isles Beach.

The submittal responses shall be valid until City Commission awards a contract as a result of this RFP.

### 2.4 **METHOD OF AWARD**

The city will award to the most responsive, responsible qualifier whose RFP represents the most advantageous to the City. An evaluation of RFP's will be made based upon the evaluation factors and standards heretofore set forth. The City reserves the right to reject any and all proposals and to waive technical errors. The City reserves the right, where it may serve the City of Isles Beach's best interest, to request additional information or clarification from Proposers.

### 2.5 **NO EXCLUSIVE CONTRACT**

Firm agrees and understands that the contract shall not be construed as an exclusive arrangement, as the city may secure catering services for city events.

### 2.6 **MINIMUM QUALIFICATION REQUIREMENTS (MQRs)**: This RFP contains Minimum Qualification Requirements (MQRs) which the Proposer must meet in order for the firm to be considered responsive.

Please read the MQRs to ensure Proposer meets these requirements prior to submitting a response to this RFP. All Minimum Qualification Requirements (MQRs) must be submitted with Proposer's response.

Proposer(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their proposal will not be evaluated.

Proposer(s) awarded the Contract will be required to maintain Minimum Qualification Requirement #1 during the term of the Contract and any Contract renewals.



### **MINIMUM QUALIFICATION REQUIREMENT # 1: PROPOSER'S LICENSE**

**Proposing Firm must be licensed under the appropriate Florida and Local laws with the appropriate licenses.** Evidence must be included with the firm's response indicating that firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project.

- Link to verify active license: <http://www.myfloridalicense.com/dpr/>  
Contractor must provide a copy of the applicable license(s) with proposer's response.

**The name of the Firm or its authorized agents per Sunbiz must match the name(s) recorded on the license.**

NOTE – Certain events will be required to include the supply of beverages (alcoholic). The CCS Director, or delegated authority, may require the selling of alcohol, therefore, a liquor license will be required. Caterer license for beer, wine and liquor consumption on premises (13ct) or as applicable.

<https://www.myfloridalicense.com/intentions2.asp?chBoard=true&SID=&boardid=400&professionid=4006>

Should the awarded Vendor offer alcoholic beverages as part of its Catering Services, the Vendor shall, at all times, exercise total independent, prudent, reasonable experienced judgment in the service of alcoholic beverages by licensed bartenders. The Vendor shall take extreme care to ensure that no alcoholic beverages is given to minors and will comply with all applicable laws and regulations. Any service of alcohol to a minor by the Vendor may result in the Vendor's immediate removal and contract default.

### **MINIMUM QUALIFICATION REQUIREMENT # 2: PREVIOUS EXPERIENCE**

- Proposing firm** shall have an active business in the state of Florida for a minimum **of three (3) year under their present name.**
- Proposing firm shall submit at least **one (1) contract of similar size, scope and complexity** to the specifications of the **RFP within the last three (3) years.**

### **MINIMUM QUALIFICATION REQUIREMENT # 3: REFERENCES**

**Proposer shall provide minimum of three (3) references** of a public entity or private sector organization that is similar in size and scope for which they have provided comparable services **within the last three (3) years.**

### **MINIMUM QUALIFICATION REQUIREMENT # 4: FINANCIAL CAPACITY**

Firm(s) must submit audited financial statements for the past three (3) years, including an income statement, a profit and loss statement, a balance sheet and a cash flow statement. In lieu of



audited financial statements, proposers may submit other evidence, acceptable to the City, of financial responsibility. Such evidence may include but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement, and certified copy(ies) of federal income tax return(s) or acceptable equivalents. This information will be reviewed by the Finance Director. This information will be reviewed by a City CPA.

**- SUBMIT FINANCIAL STATEMENTS IN A SEPARATE SEALED FOLDER TITLED "EXEMPT FROM PUBLIC RECORDS PER §119.071, FLA. STA."**

MQR # 4 will be evaluated as a Pass or Fail.

## **2.7 MENU PRICE**

If the Proposer is awarded a contract under this solicitation, the menu prices proposed shall remain fixed and firm, subject to negotiations and approval by the City. The City reserves the right to re-negotiate the revenue fees and menu price upon renewals.

It is also understood that the required Florida State Sales and Use Tax shall be added to Concessionaire's payments and forwarded to the City as part of said payments.

## **2.8 PERFORMANCE BOND**

Intentionally Omitted

## **2.9 DELIVERY**

Intentionally Omitted

## **2.10 INSURANCE**

Comprehensive General Liability with minimum limits of One Million Dollars (\$1,000,000) per occurrence and \$2,000,000 Aggregate for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive Liability policy, without restrictive endorsements, as filed with the Insurance Services office, and must include:

- Premises and Operations
- Independent Contractors
- Products and Completed Operations Hazard
- Broad Form Property Damage
- Broad Form Contractual Coverage applicable to this specific Contract, including any Hold Harmless and/or Indemnification Agreement
- Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury and Property Damage Liability
- Primary and Non-contributory Endorsement
- Waiver of Subrogation to the benefit of The City of Sunny Isles Beach
- Additional Insured for The City of Sunny Isles Beach





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

- Owned Vehicles
- Hired and Non-Owned Vehicles
- Employers' Non-Ownership
- Primary and Non-contributory Endorsement
- Waiver of Subrogation to the benefit of The City of Sunny Isles Beach
- Additional Insured for the City of Sunny Isles Beach

Workers' Compensation as required by Florida statute, including a minimum of \$1,000,000 Employers' Liability, including a Waiver of Subrogation to the benefit of The City of Sunny Isles Beach.

\$2,000,000 Umbrella Excess Liability policy over and above and following the format of the designated primary liability coverage forms.

Before starting the Work, the vendor will file and make sure that all certificates of insurance required by this document and by the Contract are in the City's possession. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the City by certified mail. The City shall be named as an additional insured on the above-referenced policies.

The vendor agrees that if any part of the Work under the Contract is sublet, they will require the Sub-vendor(s) to carry insurance as required, and that they will require the Sub-vendor(s) to furnish to them insurance certificates similar to those required by the City in this section.

#### 2.10.1 Cancellation and Re-Insurance:

If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain coverage during the life of this Contract. All deductibles must be declared by the Contractor and must be approved by the City. At the option of the City, either the Contractor shall eliminate or reduce such deductible or the Contractor shall procure a Bond, in a form satisfactory to the City, covering the same.

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

#### **2.11 MINIUMUM MONTHLY PAYMENTS TO THE CITY**

Respondents shall submit pricing and fee schedules reflecting payments to the City, subject to negotiations. The city is imposing a monthly minimum fee of \$300, subject to a 5% escalation on the renewal period of the contract.

The Cut-off date is the close of the last business day of the month. Proposer shall submit by the 10th

day of the following month (due date) vendor's completed Statement of Sales along with the monthly payment as per agreement. Should the 10th fall on a weekend or holiday, Proposer shall submit the payment and Statement of Sales on the next workday. Any payments received after the due date will be considered late and will be subject to late fees as per agreement. Therefore, in addition to monies owing, Concessionaire agrees to pay the City a late fee set forth below to compensate City for all expenses and/or damages and loss resulting from said late or delinquent payments.

The Contractor shall submit monthly reports of all gross receipts collected, derived by Contractor from all business conducted upon or from the premises, including but not limited to receipts from sale of beverages, snacks or from any source whatsoever excluding sales tax.

Respondents shall submit pricing and fee schedules reflecting payments to the City, and in accordance with the Scope of Services.

**2.12 LATE FEE**

A daily late fee of \$100 will be assessed for payments not received by the 10th of the month. Multiple late payments may result in default of contract.

**2.13 ANNUAL REPORTS**

The LICENSEE shall submit an annual CPA certified statement of gross receipts, a balance sheet and a profit and loss statement specifically related to this concession to the City, in a form consistent with generally accepted accounting principles. This statement shall be accompanied by a report from an independent CPA firm. The annual CPA certified statements shall be submitted to the Contract Administrator. The form of all records and reports shall be subject to the approval of the City Finance Director or designee. The Contractor must comply with recommendations for changes, additions, or deletions by the City. The City must be permitted, during normal business hours, to audit and examine the books of account, reports and records relating to this Contract.

**2.14 DEFAULT**

In the event of any of the following the City may terminate this contract for default:

- If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provision of the contract, or
- Customer complaints to the City of the vendor's performance and quality of food
- If the Contractor abandons or vacates the event premises prior to the scheduled hour of event hereof, or
- If the Contractor fails to make payments as set forth herein and said payment is not made within 15 days after written notice is given to Contractor, including applicable late charges.
- The acceptance of all or part of monies due for any period after the default shall not be deemed a waiver of any of these options, not a waiver of default of subsequent default of the same of any other term, covenant and condition.



- The Contractor, in accepting an agreement, agrees that the City shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

## 2.15 LIQUIDATED DAMAGES

Failure to complete all the work within the time specified above, including any extension granted in writing by the City, shall obligate the Contractor to pay the City, as liquidated damages and not as a penalty, an amount equal to **One-Hundred Dollars (\$100) for each calendar day** of delay in the completion of all the work. If any liquidated damages are unpaid by the Contractor, the City shall be entitled to deduct these unpaid liquidated damages from the monies due the Contractor. Liquidated damages are fixed and agreed upon between the Parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the City as a consequence of such delay and both parties desiring to obviate any question of dispute concerning the amount of damages and the cost and effect of the failure of the Contractor to complete the Work on time. Liquidated damages shall apply separately to each portion of the Work for which a time of completion is given.

## 2.16 UNSATISFACTORY SERVICES TO BE CORRECTED BY THE CONTRACTOR

In addition to random or unannounced inspections, the City will conduct planned inspections. When either planned or unplanned inspection efforts identify Non-Compliant Work or Unsatisfactory Work, the Contractor will be notified in writing, and the City will conduct a subsequent inspection to ensure compliance. The City will incur additional administrative expenses for the additional time required to re-inspect Contractor Work. Upon failure of CONTRACTOR to complete the Work within the time specified for final completion, the City shall impose deductions to invoice.

## 2.17 SALES TAX

Florida State Sales Tax is due on all transactions pursuant to Florida Statutes and the Rules in Chapter 12 of the Florida Administrative Code, (FAC) promulgated by the Florida Department of Revenue. The contractor shall be responsible for collecting and reporting all sales tax to the State of Florida Department of Revenue.

The City is exempt from any taxes imposed by the State of Florida and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8015922477C-2; United States Treasury Department. Exemption Certificates provided on request.

## 2.18 FEDERAL AND STATE REGULATIONS

The successful Proposer shall comply with all federal, state and local rules and regulations regarding food handling, operation of a concession business, and any other laws that would apply to operating a similar type of business. Special attention must be paid to the regulations outlined by the State of Florida, Department of Professional and Business Regulation, Division of Hotels and Restaurants. The concessionaire shall be responsible for meeting any and all federal, state,

and local regulations regarding food sanitation and pest control. City and Contractor agree to comply with and observe all applicable laws, codes and ordinances as that may in any way affect the goods or equipment offered, including but not limited to:

- a) Executive Order 11246, which prohibits discrimination against any employee, applicant, or client because of race, creed, color, national origin, sex, or age with regard to, but not limited to, the following: employment practices, rate of pay or other compensation methods, and training selection.
- b) Occupational, Safety and Health Act (OSHA), as applicable to this Formal Solicitation.
- c) The State of Florida Statutes, Section 287.133(3)(A) on Public Entity Crimes.
- d) Environment Protection Agency (EPA), as applicable to this Formal Solicitation.
- e) Uniform Commercial Code (Florida Statutes, Chapter 672).
- f) Americans with Disabilities Act of 1990, as amended.

**2.19 LABOR, MATERIALS, AND EQUIPMENT SHALL BE SUPPLIED BY THE VENDOR**

Unless otherwise provided in Section 3 of this solicitation the proposer shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, product, equipment, supplies and personnel shall be subject to the inspection and approval of the City's Project Manager.

**2.20 PERMITTING FEES**

The Contractor shall be responsible for securing any and all licenses and/or permits for food and non-alcoholic beverage concession stands. Any fee or payment charged for applicable licenses and/or permits are at the sole expense of the Contractor. This shall relate to laws currently in force and those adopted later. Contractor shall prepare, finalize, and process all applications for renewal of licenses and/ or permits. Contractors will not have to pay for an additional permit to run the operation at our facilities.

**2.21 TAXES & ASSESTMENTS**

The Gateway Center Property is presently deemed to be exempt from Property Taxes. It is the intent of the Licensee and City that the Property be exempt from real estate taxes throughout the Term of the contract. "Property Taxes" shall mean all ad valorem real estate taxes and special assessments that may be levied against the Gateway Center Property by any taxing authority, so long as such tax is based upon or measured by the valuation of the Gateway Center Property. In the event it is determined by any competent authority that the Gateway Center Property is subject to Property Taxes as a result of the use of portions of the Property by Licensee, then the Licensee shall pay the Property Taxes apportioned for such use.

**2.22 USE OF SUB-CONTRACTORS**

If one or more subcontractors are to be used, the subcontractor must be clearly identified and noted in the submittal when it is submitted. The City must approve any changes in the use of



subcontractors in advance and in writing. No such approval will be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontractor will under any circumstances relieve the Respondent of its liability and obligation under any resulting contract. Subcontractor is subject to the same contractual conditions as is the Respondent. The successful firm shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Project.

**2.23 SUB-LEASE**

Awarded contractor shall not-sublease or otherwise convey any interest of any sort granted by this agreement to any person or persons whatsoever without prior written consent and approval by the city.

**2.24 RELEASE OF LIABILITY**

The Contractor shall release and discharge the City of Sunny Isles Beach from any and all liability for loss of merchandise, goods, equipment or other property of the Contractor or his agents if lost, damaged, or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, vandalism, or any other cause(s). The Contractor must provide, and have sole responsibility for, all security measures, which may be required to protect his equipment, materials and facilities.

**2.25 BACKGROUND CHECKS – LEVEL 2**

The successful Firm will be responsible for hiring the necessary personnel to conduct the specified services and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act (“ADA”), unemployment compensation, and workers’ compensation. All staff assigned to this contract shall be required, at their **sole cost and expense**, to pass a criminal background check prior to award of the contract. The criminal background check shall consist of a Florida Department of Law Enforcement (“FDLE”) Florida Crime Information Center/National Crime Information Center (“FCIC/NCIC”) criminal records check. Any employee not meeting this requirement will not be permitted to work at any City facility. The successful proposer shall be required to coordinate the criminal background checks through the City by contacting Human Resources at 305-792-1708. The cost of the fingerprints is \$67.75 per person.

**2.26 EMERGENCY/DISASTER PERFORMANCE**

In the event of a hurricane or other emergency or disaster situation, the successful vendor may provide the City with the commodities/services defined within the scope of this formal solicitation at the price contained within vendor's response menu. Further, successful vendor shall deliver/perform for the city on a priority basis during such times of emergency. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH FEMA REGULATIONS.

**2.267 POLYSTYRENE (STYROFOAM) ADMINISTRATIVE POLICY:**

City Ordinance 2021-564 (“Polystyrene Ordinance”) prohibits individuals and temporary vendors who are located on or operating on City Property or a City Facility, as defined therein, from



carrying or using expanded polystyrene food service articles. In accordance with City's Polystyrene Ordinance, Tenant shall not carry or use any products that violate the City's prohibition against carrying or use of expanded polystyrene food service articles while utilizing the Premises. It shall be the sole responsibility of the Tenant to ensure compliance with the City's Polystyrene Ordinance.

Plastic Beverage Straws are prohibited in the Premises. As used herein, the term "Plastic Beverage Straw" means a straw or stirrer provided, sold, or distributed for the purpose of imbibing liquids or transferring a Beverage from its contained to the mouth of the drinker by suction or for the purpose of mixing a Beverage, made predominately of plastic derived from either petroleum or a biologically-based polymer, and includes compostable and biodegradable petroleum or biologically-based polymer straws and stirrers, but does not include straws and stirrers that are made from non-plastic materials, such as paper, sugar cane, bamboo, etc. This prohibition shall not apply to individuals with a disability or other impairment requiring use of a Plastic Beverage Straw. Tenant shall not carry or use any Plastic Beverage Straws on the Premises in violation of the City's prohibition against the same.

A violation of this section shall be deemed a default under the terms of the Agreement. Click [here](#) to access more information on the City's E-committed campaign.

## 2.28 PUBLIC RECORDS

**IF THE SUCCESSFUL PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUCCESSFUL PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF SUNNY ISLES BEACH 18070 COLLINS AVENUE, SUNNY ISLES BEACH, FL 33160. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT (305) 792-1703 OR VIA EMAIL AT [MBetancur@sibfl.net](mailto:MBetancur@sibfl.net).**

**END OF SECTION**

**Section 3**  
**Scope of Services / Technical Specifications**

**3.1 SCOPE OF SERVICES**

The successful Proposer shall, at a minimum, have successful experience in food and/or beverage concession operations. The Proposer must also demonstrate their ability to provide an organized, accountable, efficient, safe, clean and professionally-staffed and maintained concession operation for the general public during operating hours as defined below. The Concession area will be provided in its "as-is" condition. The City will not pay for or reimburse the Contractor to paint or improve the Concession facility. The successful Proposer shall manage and operate the concessionaire services for healthy, all natural beverages and/or snacks at the following location throughout the City:

| Location       | Address               | Operation Type                   | Hours of Operation                            |
|----------------|-----------------------|----------------------------------|---|
| Gateway Center | 151 Sunny Isles Blvd. | Indoor built-in concession stand | Park hours:<br>8 am – 9 pm<br>Monday - Sunday |

Concessionaire may choose to operate during limited hours on holidays such as, Christmas Day, New Year's Day, MLK Day, President's Day, Labor Day, Juneteenth, 4th of July, Memorial Day, and Thanksgiving Day, prior approval from Project Manager.

**3.2 OBLIGATIONS OF THE CONCESSIONAIRE/OPERATOR:**

The City will require the Contractor to:

- Be licensed to operate a food concession. All food and beverage services shall meet all City, County, and State requirements (licenses, permits, and certificates). Any fines issued by either department will be paid by the Proposer own out of pocket expense. Proposer shall notify the City immediately of any violations, and make every effort to rectify violations within 48 of being notified by the health inspector.
- Pay a monthly license fee and revenue sharing agreement to be negotiated.
- Overnight storage for equipment or supplies will be permitted only with prior approval from the CCS Director or designee.
- Concessionaire will be required to sell city owned promotional goods, such as shirts/hats, at no additional mark-up. See Attachment C.
- Select and train personnel who shall, at all times, conduct themselves in a professional and courteous manner. All personnel needed for the operation of the equipment.
- Concessionaire shall be responsible for enforcing patrons to follow Park rules, as described in Attachment D.
- Concessionaire shall accept no less than two forms of payment, credit card and cash.
- Contractor must provide Point of Sale, POS system.
- All restaurant supplies to include food, beverages, cleaning supplies, and utensils must be supplied by concessionaire.
- Maintain the prescribed levels of insurance, to be established by the City.
- Conduct operations so that the environment is not negatively impacted.
- Signs and advertising materials (subject to City's approval).

- Proposer shall not tape items, drive nails, hooks, tack or screws into any part of the concession facilities and will not make or allow alteration of any kind to be made, except only with prior written approval from the City.
- The concessionaire will be responsible for keeping the concession area clean and free of debris.
- Be responsible for all utilities generally provided for the premises such as sewer and water service.
- City will provide electricity and water. Any additional electricity other than what is provided is the responsibility of the Proposer (within the minimum monthly license fee). However, Proposer must ensure that equipment does not exceed electrical capacity.
- Be responsible for all janitorial services, both interior and exterior, servicing and maintenance of facility, any telephone.
- Contractor to provide all necessary equipment and fixtures for providing service.
- Contractor to provide outside tables and chairs for customers.
- Contractor to provide consistent hours of operation to be approved by the City.
- Contractor to provide strong, professional customer service.
- Contractor to provide a diverse menu with product offering/pricing. Any considerations for price changes will need to be submitted to the City in writing for approval.
- Contractor to provide regular extermination services.
- No glass bottles shall be allowed.
- Contractor to dispose of all garbage and waste in designated on-site dumpsters upon closing each evening. No garbage may be stored during business hours within sight of the public.
- Contractor shall meet all Health Department regulations and other applicable laws and regulations in operating the Concession.
- Operator shall prepare and submit to the City a statement of Gross Revenue earned from its operations and management of the facility for each month of the Agreement, or unless otherwise negotiated.
- Proposer may furnish, install, and maintain any additional equipment desired by the Proposer for the concession stands subject to City approval. Proposer is responsible for the maintenance and of all food service equipment whether City owned or Proposer owned.

### **3.3 COMPLIANCE REQUIREMENTS**

- a) Comply with all applicable rule and regulations adopted by the City, County, and any and all laws, ordinances and\or rules and regulations of other governmental entities and/or authorities having lawful jurisdiction, which may be applicable to the successful Proposer's operation of the Concession, including Minimum Operating Standards for Foodservice – **Attachment E**;
- b) Obtain and maintain a satisfactory rating on all health department sanitation inspections;
- c) Provide copies of each inspection report to the Contract Administrator and Director within two (2) business days of receipt of the same by the successful Proposer;
- d) Be responsible for obtaining all permits, licenses, and certifications required by federal, state and local laws and regulations for the performance of the services required herein;
- e) Adhere to the standards set forth by Florida Statutes and the Department of Health regarding food preparation and safety, and agree to inspection by same at any reasonable time;
- f) Maintain all food service areas and equipment, at minimum, in a safe manner as outlined in the Food and Drug Administration Food Code, Chapter 64E-11, Florida Administrative Code, The Florida Department of Agriculture and Consumer Services (FDACS); and in compliance with the Florida Department of Business & Professional Regulation; and
- g) Ensure all food is packaged, stored and transported in a manner to protect against potential



- contamination; including dust, insects, rodents, unclean equipment, utensils and unnecessary handling.
- h) COVID-19 recommendations and rules – Concessionaire must follow all CDC recommended guidelines.
  - i) Advertising – all advertising of the concession by the Concessionaire is to be approved by the City Manager, or designee prior to production and distribution.
  - j) A current State of Florida Liquor License is mandatory for the sale of alcoholic beverages, required for special events.

### 3.4 PERSONNEL

The Vendor and its personnel (staff) shall be ServSafe certified for Food Safety Management, Food Handling, and Alcohol Service, as per Florida State regulatory requirements.

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

All employees of the Concessionaire and any sub Concessionaire shall be considered to be at all times the sole employees of the Concessionaire, under the Concessionaire’s sole direction, and not an employee or agent of the City of Sunny Isles Beach.

All employees must have a health certificate if required by the State, County of Miami, Florida. The successful Proposer will be responsible for hiring the necessary personnel to conduct the daily operation of the concession and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act (“ADA”), unemployment compensation, and workers’ compensation. State and local regulations regarding food preparation and food handling will also be followed by all employees without exception. Any deficiencies or health code violations as noted by health inspectors will be grounds for immediate termination of the concession contract.

### 3.5 QUALIFICATIONS

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

### 3.6 CONCESSION OPERATING REQUIREMENTS

**It will be the responsibility of the Contractor to make the necessary site visits to determine available space for installation, available utility connections and propose arrangement and capacity for their equipment.** No food products, beverage or ice may be stored on the ground or on any surface in the parks other than on or in the storage area provided. The concessionaire will be required to renovate (city approved), operate, and maintain the indoor concession in high a quality standard. In addition, all signs and structures on the Licensed Premises must be kept in good condition and free of graffiti.

It is necessary to keep all areas clean and in good condition. The successful vendor will provide all furniture, furnishings and equipment necessary for the proper operation of the permitted location. The Proposer shall submit a list of all proposed furnishings, furniture and equipment as part of the proposal process, and specify if equipment is financed or owned. The Proposer shall maintain said furniture, furnishings and equipment in a good condition and in working order. The City is not responsible for any maintenance to the equipment provided. If the equipment is unusable, the Permittee must provide necessary arrangements to replace the equipment.

Keep and maintain the concession facility in a clean and neat condition, where maintenance shall be performed regularly. No alterations, changes or additions to the space shall be made by the Contractor without the prior written consent of Cultural and Community Services Director or designee. All work shall be in compliance with applicable building codes, including, but not limited to the American with Disabilities Act (ADA), and performed by licensed insured contractors. Contractor shall keep area neat and clean, including interior and exterior maintenance of cart and pest control shall be the sole responsibility and expense of the Contractor.

### **3.7 MENU AND PRICING ITEMS**

The City of Sunny Isles Beach is committed to offering healthy food and drink options by permitted concessions, to enhance the experience of park visitors and to promote healthy lifestyles. The successful Proposer is expected to serve quality food and drinks to meet the needs of the visiting public. Each proposer will be required to include a sample menu of products to be offered with a proposed price list corresponding to each product.

- a) Concessionaire is only authorized for the term of this contract, to sell foods, beverage and miscellaneous "snack bar" type items. All foods, drinks, beverages, refreshments and the like sold or kept for sale, shall be of first quality, wholesome and pure and shall conform in all respects to the federal, state, municipal and other laws, ordinances and regulations and shall be kept subject to the approval or rejection of the Cultural and Community Services Director or designee.
- b) Concessionaire must also sell healthy choices for the health conscious patron. Examples of healthy choices are: fresh fruit, yogurt, nuts, granola bars, protein bars, bottled water, juices, coconut water, smoothies; etc. Concessionaire shall provide and maintain an inventory of name brand food and drink items at all times to meet the patron demand. If Concessionaire fails to meet demand due to low inventory levels, the City will set inventory levels. Concessionaire shall maintain the highest available rating from the applicable Health Department Inspections.
- c) Agreed upon pricing of each menu item will remain firm and fixed for the duration of the contract, unless otherwise approved by the City.
- d) Menu items and prices must be approved by the City prior to sale. Agreed upon menu and prices must remain posted at all concessions in plain view of patrons standing and waiting for service.
- e) Only non-glass cups or bottles shall be used for dispensing of soft drinks.
- f) No Alcoholic Beverages will be allowed for sale, unless approved by Project Manager.

- g) No Tobacco Products will be allowed for sale
- h) No expired products can be sold

### 3.8 ELECTRICAL OUTLETS

Electrical outlets are available for use. The use of gasoline generators is not permitted in parks.

#### 3.8.1 UTILITIES

Utilities for Gateway Park concession will be **paid by the CITY**.

Electricity, garbage removal services & water.

The City shall pay the reasonable costs for the actual utilities, including water, gas, heat, light and power supplied to the Concession Area. The suspension or interruption in utility service to the Concession Area for reasons beyond the ability or control of the City shall not constitute a default by City or entitle Contractor to any reduction or abatement of any payment due to the City.

#### **Gateway Park :**

#### 3.8.1 CONCESSION AMENITIES

- Refrigerator with freezer,
- microwave,
- Coffee machine
- ice machine,
- fire extinguisher,
- storage cabinets,
- storage room,
- GFI power outlets (3)
- Regular power outlets (15)
- epoxy floor,
- security cameras,
- alarm
- ID card reader door access

#### 3.8.2 TASK

The successful proposer will be required to perform the following tasks:

- Maintain and operate the concession area in a clean and professional manner to all park patrons.
- Enforce park rules to patrons.

#### 3.8.3 PARK AMENITIES

- Park amenities include outside eating area with benches, tables and trash receptacles, playground stage, butterfly garden, ballroom, community center, an open grass area, restrooms, splashpad and water fountains.
- No vending machines are installed at this park.

#### 3.8.4 PARKING

Parking is on-site for this location. The city will provide two parking spaces at no cost to the vendor.

#### 3.8.5 SPECIAL EVENTS

Vendors may operate during special events, as long as it's coordinated in advance with our special events team. The scheduled events include but not limited to Exhibit B.

### 3.9 DAMAGE TO PUBLIC OR PRIVATE PROPERTY

Extreme care shall be taken to safeguard all existing facilities, site amenities (section 3.8.1), irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

### 3.10 RELEASE OF LIABILITY

The Contractor shall release and discharge the City of Sunny Isles Beach from any and all liability for loss of merchandise, goods, equipment or other property of the Contractor or his agents if lost, damaged, or destroyed by fire, theft, rain, water, storm, riot, civil disobedience, vandalism, or any other cause(s).

### 3.11 CLEAN-UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. At the end of each day the vendor shall thoroughly clean up all areas where work has been involved as mutually agreed with the department's project manager.

### 3.12 INSPECTION

For the purpose of inspection, City reserves the right to enter upon any part of the premises at any time during the period the business is to be open under the terms of this contract.

### 3.13 SIGNAGE AND ADVERTISING

Awarded vendor will be prohibited from displaying, placing or permitting the display or placement of advertisements in the Premises, without the prior written approval of City Management. The design and placement of all signage, including signage which includes Permittee's name, trade name(s) and/or logos, is subject to Cultural & Community Services Director written approval. Permittee will be prohibited from placing advertisements on the exterior of its Licensed Premises. Any prohibited





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material displayed or placed shall be immediately removed by the Permittee upon notice from Cultural and Community Services at Permittee's sole cost and expense.

**END OF SECTION**

**Section 4**  
**Evaluation Process**

**4.1 Review of Proposals for Responsiveness**

Each proposal will be reviewed to determine if the proposal is responsive to the submission. The purpose of the firm’s proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake the referenced project herein in conformity with the requirements of this request for proposal. As such, the substance of proposals will carry more weight than their form or manner of presentation. The proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the solicitation. A responsive proposal is one which follows the requirements of this solicitation: that includes all documentation, submitted in the format outlined in this solicitation, of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

The Evaluation Committee shall review and evaluate the proposal(s) received in response to this solicitation. The Evaluation Committee will be responsible for selecting the most qualified Firm to contract with for the services described in this solicitation. The weighted scoring criteria contained below in this solicitation, shall be the basis of selection.

**4.2 EVALUATION CRITERIA:** Proposals will be evaluated on the criteria listed below.

Proposals will be evaluated on the criteria listed below.

| <b><u>EVALUATION CRITERIA</u></b>  |   | <b>MAXIMUM POTENTIAL POINTS</b> |
|--|---|---------------------------------|
| MINIMUM QUALIFICATION REQUIREMENTS (MQRs) – this criterion has no points. If your Firm does not provide all the required MQRs information, your Firm’s proposal will not be reviewed/evaluated, and your Firm’s submission will be disqualified. |   |                                 |
| <b>1.</b>  | <b>FIRM QUALIFICATIONS:</b> <ul style="list-style-type: none"> <li>• Experience in concessionaire operations.</li> <li>• Proposers with previous experience operating a successful concessionaire stand.</li> <li>• Relevant experience and qualifications of key personnel, including key personnel of subcontractors that will be assigned to this project and experience and qualifications of subcontractors.</li> <li>• Include a copy of any and all professional licenses and certifications as required to perform the services described herein and of the professional licenses for each team member.</li> <li>• Respondent must provide the resume(s) of the manager(s)</li> </ul> | <b>30</b>                       |

|                     |   |            |
|---------------------|---|------------|
|                     | <p>and representative(s) responsible for day-to-day operations and maintenance.</p> <ul style="list-style-type: none"> <li>The Vendor and its personnel (staff) shall be ServSafe certified for Food Safety Management, Food Handling, and Alcohol Service, as per Florida State regulatory requirements.</li> </ul>  |            |
| 2.                  | <p><b>PROJECT APPROACH:</b></p> <ul style="list-style-type: none"> <li>Proposers approach methodology to providing the services requested in this solicitation.</li> <li>A description of the proposed motif, décor and equipment.</li> <li>Marketing Strategies- describe your marketing plan to attract and retain a large customer base including local residents, nearby/onsite employees, businesses tourist.</li> <li>A floor plan sketch of the area to be leased to the Proposer with the expected square foot usage listed.</li> </ul> | <b>20</b>  |
| 3.                  | <p><b>METHODOLOGY</b></p> <ul style="list-style-type: none"> <li>Hours of operations</li> <li>Management Policies and Customer Service Structure.</li> <li>Provide sample menu and proposed prices.</li> </ul>  | <b>20</b>  |
| 4.                  | <p><b>REFERENCES:</b><br/>         References are required as a component of due diligence to determine the capability of the proposing Firm to be able to perform the required services.</p>   | <b>10</b>  |
| <b>REVENUE:</b>     |   |            |
| 5.                  | Proposed monthly fixed fee or percentage of gross receipts net of sales tax.  | <b>20</b>  |
| <b>TOTAL POINTS</b> |   | <b>100</b> |

**4.3 Negotiations**

The City may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer’s best terms from a monetary and technical standpoint. The City reserves the right to negotiate the final terms, conditions and pricing of the contract as may be in the best interest of the City.

Notwithstanding the foregoing, if the City and said Proposer(s) cannot reach agreement on a contract, the City reserves the right to terminate negotiations and may, at the City Manager’s or designee’s discretion, begin negotiations with the next lowest responsible and responsive proposer. This process may continue until a contract acceptable to the City has been executed or all proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

**4.4 ORAL PRESENTATIONS**

During the evaluation process, the committee may, at its discretion, request any one or all Firms to make oral presentations. Such presentations will provide Firms with an opportunity to answer any questions the committee may have on a Firm's proposal. Not all firms may be asked to make such oral presentations. The committee reserves the right to schedule a site visit to the proposed firm's concession stand, if feasible. If food is consumed during the visit, each evaluation member will pay out of pocket for their meal.

**END OF SECTION**



**Section 5  
Proposal Format**

**5.0 FORMAT**

Submit your proposal via DemandStar. All required signatures shall be manual, by an authorized representative who has the legal authority to bind the Contractor in contractual obligations. Each page of the bid should state the name of the Contractor, the bid number, and the page number. The City reserves the right to request additional data or material to support RFP. All material submitted in response to the RFP will become the property of the City.

**MINIMUM QUALIFICATION REQUIREMENTS (MQRs)**

Firm must read the MQRs first to ensure your firm meets these requirements in order to provide a response to this RFP. Firms that do not meet all the MQRs stated will be determined non-responsive and disqualified from the evaluation process and will not be considered.

**LABEL EACH SECTION AS NUMBERED**

The proposal must be in the following format.

1. Company Information

In response to this Proposal, all Proposers must provide the following:

- Name of Agency/Company (including any "Doing Business As" names)
- Company Locations
- Internet Web Site Address (if any)
- Details of Entity Business Structure (Corporation, Partnership, LLC), include a W9
- Date Founded
- Office address and telephone number, and local address and phone number
- List of any outstanding litigation that would threaten the viability of the firm or the performance of this contract
- Proof of insurance
- Indication of how long it would take to implement service after authorized to begin
- Include a photo(s), drawing or image of your concession unit/store, if applicable.
- Vendor Uniform Appearance: state color and style of uniform and provide a color photograph.
- The firm shall be responsible for obtaining and maintaining throughout the contract period his or her city and county local business tax receipts. Each Firm submitting a submittal on this Request for Proposal shall include a copy of the company's local business tax/occupational license(s) with the qualifiers response.

2. Qualifications

Proposer's relevant experience, qualifications and past performance

- An explanation of why the Proposer is the best qualified to perform the contract and demonstrate its qualifications including an item-by-item disclosure outlining how the firm meets or exceeds the requirements of this RFP.

- Mobilization timeframe.
3. Staffing
- Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project and experience and qualifications of subcontractors
- The size and experience of the company staff pool from which staff assigned to the management contract can be drawn. The composition of the staff team should include:
    - The names of the employees in the area responsible for this contract
    - Their function in the company.
    - The name of the person who will be responsible for the coordination of work.
    - Experience and qualifications of staff and satisfactory record of performance of staff
4. Approach / Methodology
- Proposers approach methodology to providing the services requested in this solicitation
- Suitability of the methodologies and approaches used in achieving tasks
  - Overall organization to completing the project
  - Hours of Operation
  - Please provide a statement outlining how contractor will document and report revenues and expenditures.
  - Concession proposal - in your proposal, please address the following:
    - Please identify the healthy food, beverages, and services you propose to provide.
    - Please list the initial prices of the above items.
    - Please describe your food safety procedures.
    - Proposer shall include their safety and sanitary measures.
    - List and describe Proposer's equipment including mobile concession unit/kiosks/menu items (include specifications and photographs if applicable)
    - POS System
5. Cost of Services
- Each firm shall submit their price proposal with any pricing conditions or contingencies clearly stated. The proposer shall a percentage of sales commission or a combination of the two options. Concessionaire shall make no charges or deductions to the City for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless otherwise noted in the specifications.
6. References
- Each Proposer must submit a list of three (3) references of Current and Past Customers of which they have provided services similar in scope and size of those described herein.
- Each Reference must be supplied on Client's Letterhead
  - Each Reference letter must be signed with contact person and phone number.



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The City retains the right to request any additional information pertaining to the Proposer's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work.

7. Contract Forms  
All completed contract forms
8. Exceptions  
Firm must list any exceptions taken to the terms and condition in this RFP.

**END OF SECTION**



**SECTION 6 - PRICE PROPOSAL**

Firm shall pay the City for a License to Operate Concession Facilities on a monthly basis, minimum of three hundred dollars (\$300.00) a month, regardless of revenue generated.

| <b>PROPOSED FINANCIAL RETURN TO THE CITY</b>   |               |               |               |               |               |
|--|---------------|---------------|---------------|---------------|---------------|
| <b>DESCRIPTION OF REVENUES. PROPOSING FIRM TO DESCRIBE IN DETAIL EACH OF THE REVENUE SOURCES</b> | <b>YEAR 1</b> | <b>YEAR 2</b> | <b>YEAR 3</b> | <b>YEAR 4</b> | <b>YEAR 5</b> |
|  |               |               |               |               |               |
|  |               |               |               |               |               |
|  |               |               |               |               |               |
|  |               |               |               |               |               |
| <b>TOTAL YEARLY REVENUE:</b>   | \$            | \$            | \$            | \$            | \$            |
| <b>PROPOSED RENT STRUCTURE/ LICENSE FEE, MINIMUM OF \$300:</b>                                   | \$            | \$            | \$            | \$            | \$            |
| <b>REVENUE SHARING BASED ON GROSS REVENUE</b>  | \$            | \$            | \$            | \$            | \$            |

\*The costs must be inclusive of all related expenses including contract administration, technical assistance to the City, deliverables, travel, and associated actions necessary for the Project by the Firm as defined in the Scope of Work, RFP and Contract.

\_\_\_\_\_  
 COMPANY NAME SIGNATURE

\_\_\_\_\_  
 E-MAIL ADDRESS TITLE

\_\_\_\_\_





SECTION 7

PROPOSER'S STATEMENT OF QUALIFICATIONS

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter:

**Circle One:**

Corporation                      Partnership                      Individual                      Other

1. If Respondent is a corporation, answer the following:

- a. Date of Incorporation: \_\_\_\_\_
- b. State of Incorporation: \_\_\_\_\_
- c. President's name: \_\_\_\_\_
- d. Vice President's name: \_\_\_\_\_

2. If Respondent is an individual or a partnership, answer the following:

- a. Date of organization: \_\_\_\_\_
- b. Name of all partners:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- c. State whether general or limited partnership: \_\_\_\_\_

3. If Respondent is other than an individual, corporation or partnership, describe the organization and give the name of principals:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. If Respondent is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

\_\_\_\_\_

5. How many years has your organization been in business under its present business name?

\_\_\_\_\_

6. Under what other former names has your organization operated?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

7. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or state registration.

\_\_\_\_\_



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8. List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Respondent, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description, the disposition of each such petition.

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9. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Respondent or its predecessor organization(s) during the last five (5) years. The list shall include all case names, case arbitration or hearing identification numbers, the name of the project which the dispute arose, and a description of the subject matter of the dispute.

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10. Insurance Information:

Insurance Carrier name & address:

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11. Describe knowledge of the legal requirements that are needed for the operation of a food and beverage concession:

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12. Proposed Typical Hours of Operation (if not applicable, please write N/A in the grid):

|                  | <b><u>Gateway Park</u></b>  |
|------------------|-----------------------------|
| <b>Monday</b>    | ____ am/pm to<br>____ am/pm |
| <b>Tuesday</b>   | ____ am/pm to<br>____ am/pm |
| <b>Wednesday</b> | ____ am/pm to<br>____ am/pm |
| <b>Thursday</b>  | ____ am/pm to<br>____ am/pm |
| <b>Friday</b>    | ____ am/pm to<br>____ am/pm |
| <b>Saturday</b>  | ____ am/pm to<br>____ am/pm |
| <b>Sunday</b>    | ____ am/pm to<br>____ am/pm |



**CITY OF SUNNY ISLES BEACH**

18070 Collins Ave. | Sunny Isles Beach, FL 33160  
305.792.1707 | [sibfl.net](http://sibfl.net) | [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net)

**DELIVER TO:**

City of Sunny Isles Beach  
DemandStar.com

**REQUEST FOR PROPOSALS  
SECTION 8  
BID SUBMITTAL FORMS**

**OPENING: 11:00 A.M.  
3/12/2024**

NOTE: City of Sunny Isles Beach is exempt from all taxes (Federal, State, and Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

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|            |                  |              |                                   |
|------------|------------------|--------------|-----------------------------------|
| Issued by: | Purchasing Agent | Date Issued: | This Bid Submittal Consists of    |
|            |                  | 02/12/2024   | Pages <b>24</b> through <b>27</b> |

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Sealed proposals are subject to the Terms and Conditions of this Request for Proposals and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received via DemandStat at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

**RFP 24-02-01**

**Gateway Center Concessionaire Services**

A Bid Deposit in the amount of **0%** of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of **0%** of the total amount of the bid will be required upon execution of the contract by the successful bidder and City of Sunny Isles Beach

**Procurement:**  
*Genesis Cuevas*

**Firm Name:**

**Commodity Code(s):**

**Submit response via DemandStar.**

**FAILURE TO SIGN PAGE 39 OF SECTION 8 BID SUBMITTAL WILL RENDER YOUR BID NON-RESPONSIVE**





**BID SUBMITTAL FOR:**

**ACKNOWLEDGEMENT OF ADDENDA**

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**INSTRUCTIONS:** COMPLETE PART I OR PART II, WHICHEVER APPLIES

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**PART I:**

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

**Addendum #1, Dated** \_\_\_\_\_

**Addendum #2, Dated** \_\_\_\_\_

**Addendum #3, Dated** \_\_\_\_\_

**Addendum #4, Dated** \_\_\_\_\_

**Addendum #5, Dated** \_\_\_\_\_

**Addendum #6, Dated** \_\_\_\_\_

**Addendum #7, Dated** \_\_\_\_\_

**Addendum #8, Dated** \_\_\_\_\_

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**PART II:**

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

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**FIRM NAME:** \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE OF OFFICER:** \_\_\_\_\_



## BID SUBMITTAL FORM

### Bid Title: Concessionaire Management Services

The undersigned Proposers proposes and agrees, if this Bid is accepted, to enter into an agreement with The City of Sunny Isles Beach in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

The Proposers accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Proposers, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for 90 days after the day of Bid opening. The Proposers agrees to sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of the City's Notice of Award.

In submitting this Bid, the Proposer represents, as more fully set forth in the Agreement, that:

- The Proposer has familiarized himself/herself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Law and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.
- The Proposer has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions.
- The Proposer has given the City written notice of all conflicts, errors, discrepancies that it has discovered in the Contract Documents and the written resolution thereof by City is acceptable to the Proposer.
- This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; the Proposer has not directly or indirectly induced or solicited any other Proposers to submit a false or sham Bid; the Proposer has not solicited or induced any person, firm or corporation to refrain from Bidding; and Proposer has not sought by collusion to obtain for itself any advantage over any other Proposers or over the City.

The City and the successful Proposer will establish completion times for each individual Work Item and the successful Proposer agrees that the work will be completed within the time frames agreed upon and stipulated in the individual Purchase Orders and/or Notice to Proceed.

Firm Name:

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Street Address:

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Mailing Address (if different):

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**CITY OF SUNNY ISLES BEACH**

18070 Collins Ave. | Sunny Isles Beach, FL 33160

305.792.1707 | [sibfl.net](http://sibfl.net) | [Purchasing@sibfl.net](mailto:Purchasing@sibfl.net)

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Email Address: \_\_\_\_\_ FEIN No. \_\_/\_\_/\_\_ - \_\_/\_\_/\_\_/\_\_/\_\_/\_\_/\_\_

*\*By signing this document the bidder agrees to all Terms*

**Signature:**

\_\_\_\_\_  
**(Signature of authorized agent)**

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

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

**THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.**

## ATTACHMENTS



## ATTACHMENT A



**Storage – 203 square feet**

**Kiosk area – 301 Square feet**









## ATTACHMENT B



## Calendar of Events

### January

- Beach Cleanup
- Arbor Day
- Rooftop Movie Night
- Gateway Market

### February

- Beach Cleanup
- Gateway Live
- Gateway Market

### March

- Beach Cleanup
- Beethoven on the Beach
- Egg scramble ( March 23)
- Gateway Market

### April

- Beach Cleanup
- Gateway Market

### May

- Beach Cleanup
- Gateway Market

### June

- City Anniversary ( June 2)
- Family Movie Night (SOP)
- Gateway Market

### July

- Beach Cleanup
- Gateway Market

### August

- Beach Cleanup
- National Night Out
- Back to School
- Gateway Market

### September

- Beach Cleanup
- Hispanic Heritage
- Gateway Market

### October

- Rooftop Movie Night
- Beach Cleanup
- Boogie by the Beach ( October 25 & 26)
- Gateway Market

### November

- Beach Cleanup

- Veterans Day
- Gateway Live
- Gateway Market

#### December

- Winterfest ( December 7)
- Beach Cleanup
- Gateway Market



# ATTACHMENT C









## ATTACHMENT D







# GATEWAY PARK

**HOURS: Daily (except Thursdays), 8 AM – 9 PM**  
**Thursdays, 12 PM – 9 PM**

**NO TRESPASSING AFTER HOURS**

Pursuant to the City's Code of Ordinances, the following are **not allowed** in the park:



Smoking  
or Vaping



Domestic Animals  
with the exception  
of Service Animals



Camping



Bicycles, Skates,  
Skateboards, or  
Scooters

In addition, the following are also **prohibited**:

- Alcoholic Beverages
- Amplified Music
- Feeding Animals
- Fireworks or Open Flames
- Vending or Soliciting
- Glass Containers
- Grilling or Cooking
- Organized Group Activities/Events without City approval

Per City of Sunny Isles Beach Municipal Code Chapter 201

Call 911 for emergencies.  
For non-emergencies, call 305.947.4440.

To report a park maintenance issue, download the *My Sunny Isles Beach* app by scanning the QR code.





## ATTACHMENT E



STATE OF FLORIDA  
DEPARTMENT OF HEALTH  
CHAPTER 64E-11, FLORIDA ADMINISTRATIVE CODE  
FOOD HYGIENE

**CHAPTER 64E-11 FOOD HYGIENE**

- 64E-11.001 Food Hygiene - General.
- 64E-11.002 Definitions.
- 64E-11.003 Food Supplies.
- 64E-11.004 Food Protection.
- 64E-11.005 Personnel.
- 64E-11.006 Food Equipment and Utensils.
- 64E-11.007 Sanitary Facilities and Controls.
- 64E-11.008 Other Facilities and Operations.
- 64E-11.009 Temporary Food Service Events.
- 64E-11.010 Vending Machines.
- 64E-11.011 Procedure When Infection Is Suspected.
- 64E-11.012 Manager Certification.
- 64E-11.013 Certificates and Fees.
- 64E-11.014 Mobile Food Units.

**64E-11.001 Food Hygiene - General.**

This rule prescribes minimum sanitary practices and other regulatory standards relating to food service establishments and theaters serving food or drink to the public, as defined by this rule.

(1) All food operations occurring at the physical facilities defined by Section 381.0072, F.S., will be solely regulated by this chapter.

(2) All food operations occurring at temporary food service events and vending machines dispensing potentially hazardous foods or prepared meals at facilities defined as food service establishments by Section 381.0072, F.S., will be regulated by this chapter.

(3) Food operations occurring at facilities or premises other than what is defined in Section 381.0072, F.S., are not regulated by this chapter.

*Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 1-1-77, Formerly 10D-13.21, Amended 2-21-91, Retained here and Transferred to 7C-4.008, Amended 6-1-93, 8-28-96, Formerly 10D-13.021.*

**64E-11.002 Definitions.**

(1) “Adulterated” – Food shall be considered to be adulterated:

(a) If it bears or contains any poisonous or deleterious substance which may render it injurious to health; but in case the substance is not an added substance such food shall not be considered adulterated under this clause if the quantity of such substance in such food does not ordinarily render it injurious to health; or

(b) If it bears or contains any added poisonous or added deleterious substance, other than one which is a pesticide chemical in or on a raw agricultural commodity, which in or on the raw agricultural commodity has been removed to the extent possible in good manufacturing practice, and the concentration of such residue in the processed food when ready to eat, is not greater than the tolerance prescribed for the raw agricultural commodity; or

(c) If it consists in whole or in part of a diseased, contaminated, filthy, putrid, or decomposed substance, which renders it unfit for consumption; or

(d) If it has been produced, prepared, packed or held under insanitary conditions whereby it may become contaminated with filth, or whereby it may have been rendered diseased, unwholesome, or injurious to health; or

(e) If it is the product of a diseased animal, an animal which has died otherwise than by slaughter, or an animal that has been fed the uncooked offal from a slaughter house, or from other food establishments; or

(f) If its container is composed, in whole or in part, of any poisonous or deleterious substance which may render the contents injurious to health.

(2) “Air gap” – The unobstructed vertical distance, through the free atmosphere, between the lowest opening from any pipe or faucet supplying water to a tank, plumbing fixture, or other device and the flood-level rim of the receptacle, or the lowest opening from any waste outlet pipe and the flood-level rim of the receptacle.

(3) “Air Curtain” – A mechanical device which produces a controlled plane of moving air at a minimum velocity of 500 feet per minute across the opening protected and directed so as to prevent the entrance of flying insects and other airborne contaminants.

(4) “Bars and lounges” – A facility which possesses a consumption on premises alcoholic beverage license from the Division of Alcoholic Beverages & Tobacco; where food service is limited to:

(a) The preparation of drinks; or

(b) The service of non-potentially hazardous snack foods (such as, chips, popcorn and pretzels); or

(c) The service of potentially hazardous foods and no preparation of potentially hazardous food occurs.

(5) “Caterer” – A food service establishment listed under Section 381.0072, F.S., that prepares food at one location for delivery to and individual portion service at another location.

(6) “Civic” – Any organization, excluding Division of Blind Services, offering food service to the public; and

(a) Possesses tax exempt status under 26 U.S.C. section 501(c)(4); or

(b) Which has a chartered body of citizens, recognized by a municipality, whether for profit or not, that operates primarily to further the common good and general welfare of the people of the community.

(7) “Commissary” – A food service establishment or any other commercial establishment where food, containers, or supplies are stored, prepared, or packaged, or where utensils are sanitized for transit to, and sale or service at, other locations.

(8) “Comminuted” – Fish or meat products that are reduced in size and restructured or reformulated such as gefilte fish, gyros, ground beef, and sausage; and a mixture of two or more types of meat that have been reduced in size and combined, such as sausages made from two or more meats.

(9) “Corrosion-resistant” – Those materials which maintain their original surface characteristics under prolonged influence of the food to be contacted, the normal use of cleaning compounds and sanitizing solutions, and other conditions-of-use environment.

(10) “Easily cleanable” – Surfaces that are readily accessible and of such material, finish and so fabricated that residue may be effectively removed by normal cleaning methods.

(11) “Easily movable” – Small equipment weighing 30 pounds or less; or mounted on casters, or provided with mechanical means of safely tilting for cleaning purposes; and has no utility connection, or has a utility connection that disconnects quickly, or has a flexible utility connection line of sufficient length to permit the equipment to be moved for cleaning of the area.

(12) “Employee” – Any person working in or for a food service establishment who engages in food preparation or service, who transports food or food containers, or who comes in contact with any utensil or equipment.

(13) “Equipment” – All stoves, ranges, hoods, meatblocks, tables, counters, cabinets, refrigerators, freezers, sinks, dishwashing machines, steam tables and similar items, other than utensils, used in the operation of a food service establishment.

(14) “Extensively remodeled” – For the purpose of this chapter, the term extensively remodeled means structural changes to an existing establishment which costs in excess of 50 percent of the assessed value of the facility as determined by the county property appraiser.

(15) “Fixed food establishment” – A food service establishment which operates at a specific location and is connected to electrical, water, and sewage disposal systems.

(16) “Food” – Any raw, cooked or processed edible substance, ice, beverage or ingredient used or intended for use in whole, or in part, for human consumption.

(17) “Food-contact surfaces” – Surfaces of equipment and utensils with which food normally comes in contact, and those surfaces from which food may drain, drip or splash back onto surfaces normally in contact with food.

(18) “Food preparation” – The manipulation of foods intended for human consumption by such means as washing, slicing, peeling, chipping, shucking, scooping, and/or portioning. The term also includes those activities involving temperature changes, combining ingredients, opening ready-to-eat food packages, or any other activity causing physical or chemical alterations in the food.

(19) “Fraternal” – An organization primarily operating for social, intellectual, educational, charitable, benevolent, moral, fraternal, patriotic, or religious purposes for the benefit of its members, that offers food service to its members or the public at their facility, and possess a charter.

(20) “Garbage” – Food waste generated on premises that is not disposed of through the sewage disposal system. The term also includes solid waste such as discarded containers or wrappers that are contaminated with food waste.

(21) “Guest” – As it relates to churches, synagogues, or other not-for-profit religious organizations, an individual who is not a member of the religious organization; and

(a) Who does not regularly attend non-food service events at the religious organization; and

(b) Whose participation in a food service event is not contingent upon attending non-food service activities of the religious

organization; and

(c) Who receives food service without cost or donation, excluding bake sales that are limited to non-potentially hazardous baked goods.

(d) This term does not include patrons of a soup kitchen or similar operation.

(22) “HACCP Plan” – A written document that delineates the formal procedures for following the Hazard Analysis Critical Control Point principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

(23) “Hermetically sealed container” – A container designed and intended to be secure against the entry of microorganisms to maintain the commercial sterility of its contents after processing.

(24) “Highly susceptible population” – A group of persons who are more likely than other populations to experience foodborne disease because they are immunocompromised or older adults institutionalized or preschool age children in custodial care.

(25) “Hot water” – For the purposes of this chapter, hot water means a water temperature of 100 degrees Fahrenheit or above.

(26) “Indirect waste connection” – An indirect waste connection is a liquid waste pipe that is connected with the sewerage system through an air gap or air break.

(27) “Institution” – A place that provides food service as that term is defined in Section 381.0072, F.S., established and operated to provide: care for persons who are destitute, disabled, mentally ill, or incarceration of prisoners and inmates; medical care or treatment; or education. Examples of such places include state mental health facilities, substance abuse treatment facilities, jails or prisons, hospitals, schools, colleges and universities.

(28) “Kitchenware” – All multi-use utensils other than tableware.

(29) “Limited food service establishment” – Any establishment with a food service operation, so limited by the type and quantity of foods prepared and the equipment utilized, that it poses a lesser degree of risk to the public’s health, and, for the purpose of fees, requires less time to monitor. The term includes small seasonally operated concessions stands at schools, satellite kitchens that dispense catered meals and similar facilities.

(30) “Manager” – An individual who has direct authority, control or supervision over employees engaged in the storage, preparation, display and serving of food to the public.

(31) “Misbranded” – Food shall be considered to be misbranded:

(a) If in packaged form it lacks a label containing the name and place of business of the manufacturer, packer, or distributor; or an accurate statement of the contents; or

(b) If it is offered for sale under the name of another food; or

(c) If it purports to be or is represented as a food for which a definition and standard of identity has been prescribed and it is not.

(32) “Mobile food unit” – Any food service unit which is self-propelled or otherwise moveable from place to place and is self-sufficient for utilities, such as gas, water, electricity and liquid waste disposal, whose commissary is a DOH regulated food service establishment.

(33) “Other Food Service” – Any food service establishment located at or operated by a church, synagogue, or other not for profit religious organization that advertises food or drink for public consumption, an adult day care center, or a prescribed pediatric extended care center. The term also includes any other food service operation that has not been defined elsewhere in this chapter, but is located on the premises of an establishment regulated by the department under Section 381.0072, F.S. Examples include restaurants, delicatessens, establishments that primarily prepare and serve non alcoholic beverages such as coffee and smoothies, and retail food stores that provide food service, but which are not licensed under Chapter 500 or 509, F.S.

(34) “Perishable food” – Any food of such type or in such condition as may spoil; provided, that foods which are in hermetically sealed containers processed by heat or other means to prevent spoilage and properly packaged, dehydrated, dry or powdered foods so low in moisture content as to retard development of microorganisms shall not be considered readily perishable.

(35) “Plumbing authority” – The local governing body, such as a county or city building inspection department which has adopted a plumbing code and has authority to interpret, inspect, and provide enforcement of plumbing standards.

(36) “Potentially hazardous food” – Any perishable food which consists in whole or in part of milk or milk products, eggs, meat, poultry, fish, shellfish, edible crustacea, or other ingredients, including synthetic ingredients, in a form:

(a) Capable of supporting rapid and progressive growth of infectious or toxigenic microorganisms; or

(b) Capable of supporting the slower growth of *Clostridium botulinum*.

(c) The term “potentially hazardous food” does not include foods which have a pH level of 4.6 or below or a water activity (Aw) value of 0.85 or less, or air-cooled hard-boiled eggs with the shell intact.

(37) “Premises” – The physical food service establishment and the contiguous land or property under the control of the manager, operator or owner.

(38) “Product thermometer” – A thermometer, thermocouple, thermistor or other device that when inserted into food indicates the temperature of the food. This term does not include non-product ambient temperature sensing devices.

(39) “Ready-to-eat food” – Food that is in a form that is edible without washing, cooking, or additional preparation by the establishment or the consumer and that is reasonably expected to be consumed in that form. This includes:

(a) Unpackaged potentially hazardous food that is cooked to the temperature and time required for the specific food under Rule 64E-11.004, F.A.C.;

(b) Raw, washed, cut fruits and vegetables;

(c) Whole, raw, fruits and vegetables that are presented for consumption without the need for further washing, such as at a buffet; and

(d) Other food presented for consumption for which further washing or cooking is not required and from which rinds, peels, husks, or shells are removed.

(40) “Reconstitute” – The recombination of dehydrated food products with potable water or other suitable liquids.

(41) “Residential Facility” – A food service establishment located at a community based residential facility as defined in Chapter 64E-12, F.A.C. For the purpose of issuing sanitation certificates and charging fees, this term does not apply to establishments that are residential in nature, but which are already specifically categorized in Section 381.0072, F.S., or this rule, such as hospitals, nursing homes, and detention facilities; nor does the term apply to public lodging establishments licensed under Chapter 509, F.S.

(42) “Sanitation Certificate” – A license issued by the department to operate a food service establishment.

(43) “Safe materials” – Articles manufactured from or composed of materials that may not be expected to result, directly or indirectly, in their becoming a component or otherwise affecting the characteristics of any food.

(44) “Sanitize” – The effective treatment of clean surfaces of equipment and utensils by an approved process which provides enough accumulative heat or concentration of chemicals for enough time that when evaluated for efficacy, yields a reduction of 5 logs, which is equal to a 99.999% reduction of representative disease microorganisms of public health importance.

(45) “Snack” – A commercially pre-packaged non-potentially hazardous ready-to-eat-food item that is wrapped for individual consumption.

(46) “Sealed” – Free of cracks or other junctures or openings which permit the entry or passage of moisture.

(47) “Single-service articles” – Any cups, containers, closures, plates, straws, place mats, napkins, doilies, spoons, stirrers, paddles, knives, forks, wrapping materials and all similar articles which are constructed wholly or in part from paper, paperboard, molded pulp, foil, wood, plastic, synthetic or other readily destructible materials, and which are intended by the manufacturers to be for one-time, one-person use, then to be discarded.

(48) “Tableware” – Multi-use eating and drinking utensils.

(49) “Temporary food service event” – Any event offering food service on the premises of a food service establishment approved by the department. These events are at a fixed location for a temporary period of time not to exceed any combination of 18 days within a calendar year and in conjunction with a single event or celebration.

(50) “Theater” – A facility that shows motion pictures and offers food for consumption that is customarily served to the admittees of such theaters, such as popcorn, hot dogs, soft drinks, nachos and cheese, and pre-packaged snack items.

(51) “Utensils” – Implements such as pots, pans, ladles or food containers used in the preparation, storage, transportation or serving of food.

(52) “Vending machine” – Any self-service device which, upon insertion of coin or token, or by any other means, dispenses unit servings of food or beverage, either in bulk or in package, without the necessity of replenishing the device between each operation.

(53) “Wholesome” – Food which is in sound condition, clean, free from adulteration and otherwise suitable for human consumption.

*Rulemaking Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.22, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.009, Amended 6-1-93, 11-30-93, 8-28-96, Formerly 10D-13.022, Amended 3-15-98, 7-14-03, 4-1-09.*

### **64E-11.003 Food Supplies.**

(1) Food received or used in food service establishments shall be from sources approved or considered satisfactory by the department and shall be clean, wholesome, free from spoilage, adulteration and misbranding, and safe for human consumption. It shall have been prepared, processed, handled, packaged, transported and stored in a sanitary manner so as to be protected from contamination and spoilage.

(2) Milk and milk products, including fluid milk, other fluid dairy products and manufactured milk products shall meet the standards of quality established for such products by applicable state laws and rules. Only pasteurized milk and milk products shall be used or served. Reconstituted dry milk and dry milk products may be used for cooking, baking, or fortification purposes. Non-dairy creaming, whitening or whipping agents may be reconstituted on the premises.

(3) Frozen desserts and frozen dessert mixes shall not exceed a standard plate count of 50,000 per gram nor a coliform count



of 10 per gram. The standard plate count does not apply to cultured products. Frozen dessert mixes reconstituted for use in a food establishment shall be pasteurized before use.

(4) Shellfish, including oysters, clams, and mussels, shall be obtained from food establishments that are licensed under a Federal or State Food Regulatory Program. The shipper's name shall be on the current list of state certified shippers issued by the U.S. Food and Drug Administration. Shell stock containers shall be identified with an official attached tag giving the name and certificate number of the original shell stock shipper. Shucked oysters, clams or mussels shall be packed in non-returnable containers identified with the name and address of the packer or repacker, preceded by the abbreviated name of the state. Shucked shellfish shall be kept in the original container until used. Records shall be maintained by the food establishment that show the names and addresses of all persons from whom shellfish are received, date of receipt and quantity. Such records shall be open to inspection by the department and shall be maintained on site for a period of not less than 90 days after purchase.

(5) Meat and meat products received or used in a food service establishment shall be identified as having been officially inspected for wholesomeness and sanitation by a federal or state regulatory program.

(6) Only clean eggs with shells intact and without cracks or checks, pasteurized liquid, frozen or dry eggs or pasteurized dry egg products shall be used in the establishment; except that hard boiled, peeled eggs, commercially prepared and packaged may be used. Pasteurized liquid, frozen, or dry eggs or egg products shall be substituted for shell eggs in the preparation of:

(a) Recipes calling for uncooked eggs, such as Caesar salad, hollandaise or bernaise sauce, noncommercial mayonnaise, eggnog, ice cream, and egg-fortified beverages; and

(b) Eggs for a highly susceptible population if the eggs are broken, combined in a container, and not cooked immediately or if the eggs are held before service following cooking.

(7) All packaged foods, including those packaged in hermetically sealed containers, shall have been processed and packaged in approved commercial food processing establishments.

(8) Food containers and packaged foods received and stored at food service establishments shall be in a condition which maintains the safety and integrity of the contents.

(9) Food prepared in a private home shall not be used, sold, or offered to the public by a food service establishment or theater.

*Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.23, Amended 2-21-91, Retained here and Transferred to 7C-4.010, Amended 6-1-93, 8-28-96, Formerly 10D-13.023, Amended 3-15-98, 7-14-03.*

#### **64E-11.004 Food Protection.**

(1) Food while being transported, stored, prepared, displayed, served or sold at a food service establishment shall be protected from dust, flies, rodents or other vermin, toxic materials, unclean equipment and utensils, unnecessary handling, coughs and sneezes, flooding by sewage, overhead leakage and all other sources of contamination. Different types of raw animal products such as beef, fish, lamb, pork or poultry shall be separated during storage and processing by use of different containers, partitions, shelves, or by cleaning and sanitizing the equipment between product use. Raw food products shall be physically separated from ready-to-eat food products during display or storage by storing the raw products below ready-to-eat food products or using other approved methods.

(2) Perishable food shall be stored at such temperatures as will protect against spoilage. All potentially hazardous food shall be kept at safe temperatures, 41 degrees Fahrenheit or below and 140 degrees Fahrenheit or above, except during necessary periods of preparation and service.

(3) Potentially hazardous foods which are to be served without further cooking, such as ham salad, chicken salad, egg salad, shrimp salad, lobster salad, tuna salad, potato salad and other mixed foods containing potentially hazardous ingredients or dressings shall be prepared from chilled products with a minimum of manual contact. The surfaces of containers and the utensils used for preparation and subsequent storage shall have been effectively cleaned and sanitized immediately prior to use. Potentially hazardous food requiring refrigeration after preparation shall be rapidly cooled to an internal temperature of 41 degrees Fahrenheit or below. The cooling period shall not exceed four hours. Potentially hazardous foods of large volume or prepared in large quantities shall be rapidly cooled, utilizing one or more of the following methods based on the type of food being cooled:

(a) Placing the food in shallow pans;

(b) Separating the food into smaller or thinner portions;

(c) Using rapid cooling equipment;

(d) Stirring the food in a container placed in an ice water bath;

(e) Using containers that facilitate heat transfer;

(f) Adding ice as an ingredient;

(g) Other effective methods approved by the department.

(4) Frozen potentially hazardous food shall be thawed:

(a) In refrigerated units at a temperature not to exceed 41 degrees Fahrenheit; or

(b) Under cold potable running water with sufficient water velocity to agitate and float off loosened food particles into the

overflow:

1. For a period of time that does not allow thawed portions of ready-to-eat food to rise above 41°F; or
2. For a period of time that does not allow thawed portions of a raw animal food requiring cooking to be above 41°F for more than 4 hours including the time the food is exposed to the running water and the time needed for preparation for cooking; or
  - (c) In a microwave oven; or
  - (d) As part of the conventional cooking process.
- (5) Raw, unprocessed fruits and vegetables shall be thoroughly washed in potable water to remove any existing contaminants before being cut, combined with other ingredients, cooked, or served.
- (6) Comminuted meat (such as hamburger) products shall be thoroughly cooked to heat all parts of the meat to a minimum temperature of 155 degrees Fahrenheit for at least 15 seconds.
- (7) Stuffings, poultry, stuffed meats and stuffed poultry shall be heated throughout to a minimum temperature of 165 degrees Fahrenheit for at least 15 seconds.
- (8) Raw animal products such as eggs, fish, lamb, pork or beef, except roast beef, and foods containing these raw ingredients, shall be cooked to an internal temperature of 145 degrees Fahrenheit or above for at least 15 seconds, except that upon request of the consumer, animal products which have not been cooked as above may be offered for consumption. Fresh, frozen, or canned fruits and vegetables that are cooked for hot holding shall be cooked to a minimum temperature of 140 degrees Fahrenheit.
- (9) Roast beef and corned beef shall be cooked to an internal temperature and held for the corresponding amount of time specified in Table 1.

**Table 1 Minimum Holding Times Required at Specified Temperatures for Cooking all Parts of Roasts of Beef and Corned Beef.**

| Temperature °F | Time minutes |
|----------------|--------------|
| 130            | 121          |
| 132            | 77           |
| 134            | 47           |
| 136            | 32           |
| 138            | 19           |
| 140            | 12           |
| 142            | 8            |
| 144            | 5            |
| 145            | 3            |

- (10) Microwave Cooking. Raw animal food cooked in a microwave oven shall be:
  - (a) Rotated or stirred throughout or midway during cooking to compensate for uneven distribution of heat;
  - (b) Covered to retain surface moisture;
  - (c) Heated to a temperature of at least 165°F throughout all parts of the food; and
  - (d) Allowed to stand covered for 2 minutes after cooking to obtain temperature equilibrium.
- (11) The temperature requirements of this section do not apply if the department grants a variance from this section, pursuant to Section 120.542, F.S., based on a HACCP plan that:
  - (a) Is submitted by the certificate holder and approved by the department;
  - (b) Documents scientific data or other information that shows that a lesser time and temperature regimen results in a safe food; and
  - (c) Verifies that equipment and procedures for food preparation and training of food employees at the establishment meet the conditions of the variance.
- (12) Food shall be prepared with the least possible manual contact, with suitable utensils, and on surfaces that prior to use have been cleaned, rinsed and sanitized to prevent cross contamination. Potentially hazardous foods that have been cooked and then refrigerated shall be reheated rapidly to a minimum of 165 degrees Fahrenheit for 15 seconds throughout all parts of the food, or if reheated in a microwave, shall meet the requirements for microwave cooking in subsection 64E-11.004(10), F.A.C., before being served or before being placed in a hot food storage equipment. Remaining un-sliced portions of roast beef and corned beef that are cooked as specified in subsection (8) shall be reheated for hot holding using the requirements of subsection (8). Ready-to-eat food taken from a commercially processed, hermetically sealed container, or from an intact package from a food processing plant, shall be heated to a temperature of a least 140 degrees Fahrenheit. Precooked, pre-packaged food from approved sources shall be exempt from this rapid reheating requirement when the food is initially removed from the original package, prepared for

service, and not cooked for hot holding. Steam tables, bainmaries, warmers and similar hot food holding equipment are prohibited for the rapid reheating of potentially hazardous foods.

(13) Food, whether raw or prepared, if removed from the container or package in which it was obtained, shall be stored in a clean covered container except during necessary periods of preparation or service. Container covers shall be impervious and nonabsorbent, except that linens or napkins may be used for lining or covering bread or roll serving containers. Solid cuts of meat shall be protected by being covered in storage, except that quarters or sides of meat may be hung uncovered on clean sanitized hooks if no food product is stored beneath the meat. Food and containers of food shall not be stored under exposed or unprotected sewer lines or water lines, except for automatic fire protection sprinkler heads that may be required by fire safety rules. The storage of food in toilet rooms, locker rooms, dressing rooms, garbage rooms, or vestibules is prohibited. Unless its identity is unmistakable, bulk food such as cooking oil, syrup, salt, sugar or flour not stored in the product container or package in which it was obtained, shall be stored in a container identifying the food by common name. Food not subject to further washing or cooking before serving shall be stored in a way that protects it against cross contamination from food requiring washing or cooking. Packaged food shall not be stored in contact with water or undrained ice. Food shall be stored a minimum of 6 inches above the floor, on clean shelves, racks, dollies or other clean surfaces in such a manner as to be protected from splash and other contamination provided that:

(a) Metal pressurized beverage containers and cased food packaged in cans, glass or other waterproof containers need not be elevated when the food container is not exposed to floor moisture; or

(b) Racks and dollies used for food storage are easily movable.

(14) Potentially hazardous food, date marking requirements.

(a) Refrigerated, ready-to-eat, potentially hazardous food prepared and held for more than 24 hours in a facility shall be clearly marked with the date of preparation.

(b) Except as specified in paragraph (d) of this section, a container of refrigerated, ready-to-eat, potentially hazardous food prepared and packaged by another food service establishment shall be marked to indicate the date, as specified under subsection 64E-11.004(15), F.A.C., by which food shall be sold or served.

(c) When ready to eat, potentially hazardous food specified in paragraphs 64E-11.004(14)(a) and (b), F.A.C., is to be subsequently frozen, in addition to the date of preparation, the food shall comply with the following:

1. Prior to the food being placed into the freezer, the container must be clearly marked to indicate the date of freezing; and

2. The container must be clearly marked to indicate that the food shall be consumed within 24 hours of thawing and shall be exempted from paragraphs (15)(a) and (b) of this subsection; or

3. When the food is removed from the freezer, the container must be clearly marked to indicate the date of thawing.

(d) Paragraphs (b) and (c) of this section does not apply to:

1. Cured meats and aged cheese; and

2. Individual meal portions served or repackaged for sale from a bulk container upon a consumer's request.

(15) Ready-to-eat, potentially hazardous food, disposition.

(a) Refrigerated, ready-to-eat, potentially hazardous food specified in paragraphs 64E-11.004(14)(a) and (c), F.A.C., shall be discarded if not sold or served within 7 calendar days from the date of preparation, excluding the time that the product is frozen;

(b) An ingredient or a container of refrigerated, ready-to-eat, potentially hazardous food specified in paragraph 64E-11.004(14)(b), F.A.C., shall be discarded if not sold or served within 7 calendar days, excluding the time that the product is frozen, after the original package is opened or by the manufacturer's "sell by" or "use by" date, whichever occurs first, if the manufacturer determined the date based on food safety.

(c) Ready-to-eat, potentially hazardous food specified in subparagraph 64E-11.004(14)(c)2., F.A.C., shall be discarded if not consumed within 24 hours after thawing.

(d) Food specified under subsection 64E-11.004(14), F.A.C., shall:

1. Not be frozen if the food has exceeded the requirements of subsection 64E-11.004(2) or (3), F.A.C.;

2. Not be frozen and subsequently thawed more than once;

3. Be discarded if it is in a container or package that does not bear a date or is inappropriately marked with a date that exceeds the time frame specified in subsection 64E-11.004(15), F.A.C.

(e) A refrigerated, potentially hazardous, ready-to-eat food ingredient or a portion of a refrigerated, potentially hazardous, ready-to-eat food that is subsequently combined with additional ingredients or portions of food shall retain the date marking of the earliest or first-prepared ingredient or portion and shall be discarded as specified under subsection 64E-11.004(15), F.A.C.

(16) All food shall be displayed and served in such a manner as to minimize contamination. To avoid unnecessary manual contact with food, suitable dispensing utensils shall be used by employees or provided to consumers who serve themselves. Clean plates are to be made available to customers for subsequent helpings at buffets or similar type operations. It shall be the responsibility of the manager or a designee to inform customers that clean plates are available for subsequent helpings. During pauses in food preparation or dispensing, food preparation and dispensing utensils shall be stored:

(a) In the food, including food within containers such as bins of sugar or flour, with the dispensing utensil handle extended out of the food; or

(b) Clean and dry; or

(c) In running water of sufficient velocity to flush particulates to the drain, if used with moist food such as ice cream or mashed potatoes; or

(d) In hot water wells that maintain the temperature of the water at or above 140 degrees Fahrenheit and that are cleaned frequently at scheduled intervals throughout the day.

(e) Ice-dispensing utensils shall be stored on a clean surface or in the ice with the dispensing utensil's handle extended out of the ice. Between uses, ice transfer utensils shall be stored in a way that protects the utensils from contamination.

(17) Sugar, condiments, seasonings or dressings intended for self-service use shall be provided only in individual packages or from dispensers that protect their contents. Nondairy creaming or whitening agents shall be provided in an individual service container, protected pour-type pitcher, or drawn from a refrigerated dispenser designed for such service.

(18) Individual portions of food once served to a customer shall not be served again, except those packaged foods, other than potentially hazardous foods, which remain in their undamaged original packaging and which are still wholesome may be re-served.

(19) Ice obtained from outside the food service establishment shall be from an approved source and shall be handled, transported and stored in a sanitary manner. Ice for consumer use shall be dispensed only with scoops, tongs or other ice-dispensing utensils or through automatic self-service ice-dispensing equipment. Ice-dispensing utensils shall be stored on a clean surface or in the ice with the dispensing utensil's handle extended out of the ice. Between uses, ice transfer utensils shall be stored in a way that protects the utensils from contamination. Ice storage bins shall be drained through an air gap in accordance with the provisions of the applicable plumbing authority. Ice used for cooling stored food and food containers shall not be used for human consumption, except that such ice may be used for cooling tubes conveying beverages or beverage ingredients to a dispenser head.

(20) Food while being transported between food service establishments or while being transported from a food service establishment to another location shall be in covered containers or otherwise wrapped or packaged to ensure protection from contamination. Potentially hazardous foods shall be kept at safe temperatures during all periods of transportation and delivery. Food utensils shall be completely wrapped or packaged to protect them from contamination.

(21) No poisonous or toxic materials shall be present in food service establishments except those used for maintaining the establishment, cleaning and sanitizing equipment and utensils, and controlling insects and rodents.

(a) Containers of poisonous or toxic materials shall be prominently and distinctly labeled for easy identification of contents.

(b) Poisonous or toxic materials shall be stored separate from food, food equipment, utensils, or single-service articles.

(c) The use of sanitizers, cleaning compounds or other compounds intended for use on food-contact surfaces shall not leave a toxic residue on such surfaces or constitute a hazard to employees or consumers.

(d) Poisonous or toxic materials shall not be used in a way that contaminates food, equipment, or utensils, nor in any way that constitutes a hazard to employees or other persons, nor in a way other than in full compliance with the manufacturer's labeling.

(e) First-aid supplies and personal medications shall be stored in a way which prevents their contaminating food or food-contact surfaces.

(f) Sanitizers, detergents, or other cleaning compounds shall be stored separately from insecticides, rodenticides and other poisonous or toxic materials using methods such as different storage cabinets or separate areas of a room.

(22) In the event of an emergency occurrence such as a fire, flood, power outage or similar event that might result in the contamination of food, or that might prevent potentially hazardous food from being held at safe temperatures, 41 degrees Fahrenheit or below and 140 degrees Fahrenheit or above, the person in charge shall immediately notify the department.

*Specific Authority 381.0072 FS. Law Implemented 120.542, 381.0072 FS. History--New 1-1-77, Amended 1-6-81, Formerly 10D-13.24, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.011, Amended 6-1-93, 8-28-96, Formerly 10D-13.024, Amended 3-15-98, 7-14-03.*

#### **64E-11.005 Personnel.**

(1) Health and disease control – No person while affected with any disease in a communicable form or while a carrier of such disease or while afflicted with boils, infected wounds, sores or an acute respiratory infection shall work in any area of a food service establishment in any capacity in which there is a likelihood of such person contaminating food or food-contact surfaces with pathogenic organisms, or transmitting disease to other individuals and no person known or suspected of being affected with any such disease or condition shall be employed in such an area or capacity. If the management of the food service establishment has reason to suspect that an employee has contracted any disease in a communicable form or has become a carrier of such disease that can be transmitted by normal food service operation, the department shall be notified immediately. Both management and employee shall be responsible for compliance with the requirements of this section.

(2) Cleanliness – The outer clothing of all employees shall be clean. Employees shall maintain a high degree of personal cleanliness during all periods of duty. All persons involved with food preparation or food storage, or who come in contact with utensils or other food-contact services, shall comply with paragraphs (a) through (f).

- (a) Hairnets, headbands, caps or other effective hair restraints shall be worn to keep hair from food and food-contact surfaces.
  - (b) Keep their fingernails trimmed, filed, and maintained so the edges and surfaces are cleanable and not rough. Fingernails exceeding one-eighth inch beyond the nail bed shall not be considered trimmed and must comply with paragraph (c) of this subsection.
  - (c) Not wear fingernail polish or artificial fingernails when working with exposed food or unwrapped utensils unless wearing intact gloves in good repair.
  - (d) Except as specified in paragraph (f) of this section, shall not eat or drink in food storage and preparation areas, or in areas containing exposed food or unwrapped utensils, or where utensils are cleaned or stored.
  - (e) Not wear jewelry on their arms and hands while preparing food. This does not apply to a single plain ring such as a wedding band.
  - (f) Be allowed to drink from a beverage container with a tight fitting lid, if the container is handled to prevent contamination of the employees' hands, the container or unwrapped single-service article; and exposed food, clean equipment, utensils, and linens.
- (3) Tobacco – Employees shall not smoke or use tobacco in any form while engaged in the preparation or service of food or while handling any utensils or equipment. Smoking shall not be permitted in food storage and preparation areas or in areas where utensils are cleaned or stored.
- (4) Other practices – Spoons, knives and forks shall be picked up and touched only by their handles. Cups, glasses and bowls shall be handled so that fingers or thumbs do not contact inside surfaces or lip-contact outer surfaces.
- (5) Handwashing – Employees shall wash their hands and exposed portions of their arms at designated handwashing facilities at the following times:
- (a) After touching bare human body parts other than clean hands and clean, exposed portions of arms;
  - (b) After using the toilet room;
  - (c) After caring for or handling support animals as allowed under subsection 64E-11.008(8), F.A.C.;
  - (d) After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking (except as noted in paragraph (2)(f) of this section);
  - (e) Immediately before engaging in food preparation including working with exposed food, clean equipment and utensils, and unwrapped single-service and single-use articles;
  - (f) During food preparation, as often as necessary to remove soil and contamination and prevent cross contamination when changing tasks;
  - (g) When switching between working with raw foods and working with ready-to-eat foods; and
  - (h) After engaging in other activities that contaminate the hands.
- (6) Other – Infants and children shall not be permitted in food preparation areas. Only authorized individuals, necessary for the operation of the food service establishment, or as part of an organized educational event, shall be allowed in the food preparation or utensil washing areas.

*Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.25, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.012, Amended 6-1-93, Formerly 10D-13.025, Amended 3-15-98, 7-14-03.*

#### **64E-11.006 Food Equipment and Utensils.**

(1) Equipment and facilities provided – Every food service establishment shall be provided with equipment and utensils so designed, constructed, located, installed, maintained and operated as to permit full compliance with the provisions of this chapter. Equipment that is certified or classified for sanitation in accordance with American National Standards Institute/National Sanitation Foundation (ANSI/NSF) standards (Standard 2, July 1, 2002; Standard 3, July 1, 2001; Standard 4, April 26, 2002; Standard 6, December 6, 2002; Standard 7, April 1, 2001; Standard 8, December 26, 2002; Standard 12, November 1, 1992; Standard 13, August 1, 2001; Standard 18, August 29, 1996; Standard 20, July 1, 2000; Standard 25, December 26, 2002; Standard 29, November 1, 1990; Standard 36, January 1, 2002; Standard 37, April 26, 2002; Standard 51, June 14, 2002; and Standard 59, December 26, 2002) by an ANSI accredited program, will be deemed to comply with this section. The following equipment and facilities shall be provided where applicable to the operations conducted:

(a) Conveniently located refrigeration facilities and hot food storage and display facilities of capacity adequate to maintain all potentially hazardous foods at safe temperatures during all storage, preparation, display and serving operations. Where temperature requirements must be met, food storage facilities shall be provided with controls which ensure the maintenance of such temperatures. Each facility used for the storage of potentially hazardous foods shall be provided with a digital or numerically scaled indicating thermometer accurate to plus or minus 3 degrees Fahrenheit, located in the warmest or coldest part of the facility as may be applicable and of such type and so situated that the temperature can be easily and readily observed. Recording thermometers, accurate to plus or minus 3 degrees Fahrenheit may be used in lieu of indicating thermometers. Where it is impractical to install thermometers on equipment such as bainmaries, steam tables, steam kettles, heat lamps, calrod units or



insulated food transport carriers, a metal stem-type product thermometer with a digital or numerical scale and accurate to plus or minus 3 degrees Fahrenheit shall be provided and used to check internal food temperatures.

(b) Conveniently located sinks with running water, waste disposal units or containers or similar equipment for the washing, trimming and similar preparation of foods. Sinks used for the preparation of food shall not be used for any other purpose.

(c) Cabinets, compartments or bins and utensils for storing and serving ice in a sanitary manner.

(d) Water dispensing devices of sanitary design.

(e) Sanitary facilities for storing and dispensing single-service articles.

(f) Unwrapped foods which are displayed or otherwise placed on counters or serving lines at cafeterias, smorgasbords, buffets or similar type operations and all unwrapped foods on tables, racks, carts, counters and shelves at any food service establishment shall be protected against contamination from customers and other sources. Such protection shall be provided by enclosures or by the installation of easily cleanable sneezeguards or other effective counter protector devices, cabinets, display cases that shall be designed to intercept direct lines between the mouth of the customer and the food. Self-service openings and counter guards shall be so designed and arranged to protect food from bare hand contact by customers.

(g) Approved local exhaust ventilation installed at or over all cooking units such as ranges, griddles, deep-fat frying units and other units of equipment which release appreciable quantities of steam, odors, grease or smoke.

(h) Facilities for the storage of tableware, designed and maintained to present the handle to the employee or customer and to cover or protect the portion which may contact the customer's mouth.

(i) Convenient and suitable implements such as forks, knives, tongs, spoons, scoops and similar devices to prevent unnecessary handling of food at all points where food is prepared or served.

(j) Suitable running water dipper wells for ice cream scoops at all locations or stations where bulk ice cream is dispensed.

(k) Conveniently located cleaning facilities to keep all parts of the establishment and all equipment and utensils in a clean and sanitary condition. This shall include suitable space and facilities for storing clean and soiled utensils; for disposing of waste food residues; for pre-rinsing, washing and sanitizing of multi-use utensils; for cleaning pots, pans, racks and cans; and such other equipment as may be necessary for the effective, regular and periodic cleaning of the entire establishment including either a janitorial sink, can washing facility or similar approved device intended for the disposal of liquid waste resulting from cleaning operations.

(l) Suitable multi-use utensils or single-service articles made from non-toxic materials.

(m) Approved facilities for manual or mechanical dishwashing of multi-use eating and drinking utensils. Suitable facilities shall be provided for removing food scraps and food residue from utensils, including glasses, before they are placed in the wash water or wash compartment.

1. When utensils are washed and sanitized by hand, a three compartment sink shall be provided. All sinks shall be of adequate size and depth to accommodate the utensils to be washed, shall be provided with running hot and cold water and shall be properly connected to the building drainage system. Sinks shall be provided with drainboards, easily moveable dishtables of adequate size or other approved equipment so located and so constructed that soiled and cleaned utensils are kept entirely separate and that cleaned utensils are protected against contamination from soiled utensils or dishwashing operations. Drainboards shall slope to the sinks or to suitable drains and shall be installed so as not to interfere with proper use of the sinks. Dish baskets shall be of such design as to permit complete immersion of multi-use utensils and equipment components being sanitized therein.

2. When immersion type dishwashing machines are used, applicable requirements pertaining to manual dishwashing shall be met.

3. When utensils are washed by spray-type dishwashing machines which depend upon a hot water spray for final rinsing or sanitizing, the hot water system shall provide water to the machine during all periods of dishwashing operations at a temperature at least equal to the final rinse temperature specified in subparagraph 64E-11.006(5)(b)7., F.A.C. Easily readable thermometers shall be installed near the discharge end of the machine, so located as to show the temperature of the final rinse water entering the manifold. Thermometers shall also be provided to indicate the temperature of water in all tanks of machines. These thermometers shall be accurate to plus or minus 3 degrees Fahrenheit. A pressure gauge shall be installed or a suitable gauge cock shall be provided in the rinse line, immediately upstream from the dishwashing machine, to permit checking the flow pressure of the final rinse water.

(n) All facilities necessary for washing pots, pans and other multi-use utensils in which food is prepared. At least a two compartment sink shall be provided for washing kitchenware and equipment which does not require sanitization. All sinks shall be provided with running hot and cold water and adequate impervious drainboards or easily movable dishtables.

(o) Other types of devices which have been demonstrated to the satisfaction of the department to be effective in rendering all surfaces of utensils free from visible soil, wash water and detergent, leaving them clean to sight and touch and effectively subjected to sanitizing.

(2) Design and fabrication.

(a) Multi-use equipment and utensils shall be constructed and repaired with safe materials, including finishing materials; shall

be corrosion resistant and nonabsorbent; and shall be smooth, easily cleanable and durable under conditions of normal use. Single-service articles shall be made from clean, sanitary, safe materials. Ice buckets, other containers, and scoops, shall be of a smooth, impervious material and designed to facilitate cleaning. Equipment, utensils and single-service articles shall not impart odors, color or taste nor contribute to the contamination of food.

(b) If solder is used, it shall comply with the standards of the 1997 Standard Plumbing Code. It shall not exceed .2% lead.

(c) Pewter or enamel may not be used as a food-contact surface. Galvanized metal may not be used for moist or acidic foods and beverages.

(d) Hard maple or equivalently nonabsorbent material may be used for cutting blocks, cutting boards, salad bowls, baker's tables or rolling pins. Wood may be used for single-service articles, such as chopsticks, stirrers or ice cream spoons. Under other circumstances, the use of wood as food-contact surfaces is prohibited, unless specifically approved by the department, using the criteria listed in subsection 64E-11.006(2), F.A.C.

(e) Safe plastic or safe rubber-like materials that are resistant under normal conditions of use to scratching, scoring, decomposition, crazing, chipping and distortion, that are of sufficient weight and thickness to permit cleaning and sanitizing by normal dishwashing methods are permitted for repeated use.

(f) Mollusk and crustacea shells may be used only once as a serving container. Further reuse of such shells for food service is prohibited.

(g) Cutting surfaces that come into contact with food such as cutting blocks and boards that are subject to scratching and scoring shall be resurfaced if they can no longer be effectively cleaned and sanitized, or discarded if they are not capable of being resurfaced.

(h) Equipment containing bearings and gears requiring non-food grade lubricants shall be designed and constructed so that the lubricant cannot leak, drip or be forced into food or onto food-contact surfaces. Only food grade lubricants shall be used on equipment designed to receive lubrication of bearings and gears on or within food-contact surfaces.

(i) Tubing conveying beverages or beverage ingredients to dispensing heads may be in contact with stored ice provided that such tubing is fabricated from safe materials, is grommeted at entry and exit points to preclude moisture from condensation from entering the ice machine or the ice storage bin, and is kept clean. Drainage or drainage tubes from dispensing units shall not pass through the ice machine or the ice storage bin.

(j) Food-contact surfaces shall be easily cleanable, smooth and free of breaks, open seams, cracks, chips, pits, and similar imperfections, and free of difficult to clean internal corners and crevices. Cast iron may be used as a food-contact surface only if the surface is heated, such as in grills, griddle tops and skillets. Threads shall be designed to facilitate cleaning; ordinary "V" type threads are prohibited in food-contact surfaces, except that in equipment such as ice makers or hot oil cooking equipment and hot oil filtering systems, such threads shall be minimized.

(k) Unless designed for in-place cleaning, food-contact surfaces shall be accessible for cleaning and inspection:

1. Without being disassembled; or
2. By disassembling without the use of tools; or
3. By easy disassembling with the use of only simple tools such as a mallet, a screwdriver or an open-end wrench kept available near the equipment.

(l) Equipment intended for in-place cleaning shall be so designed and fabricated that:

1. Cleaning and sanitizing solutions can be circulated throughout a fixed system using an effective cleaning and sanitizing regimen; and
2. Cleaning and sanitizing solutions will contact all interior food-contact surfaces; and
3. The system is self-draining or capable of being completely evacuated.

(m) Fixed equipment designed and fabricated to be cleaned and sanitized by pressure spray methods shall have sealed electrical wiring, switches and connections.

(n) Sinks and drain boards shall be self-draining.

(o) Indicating thermometers required for immersion into food or cooking media shall be of metal stem type construction, with a digital or numerical scale and accurate to plus or minus 3 degrees Fahrenheit.

(p) Non-food-contact surfaces of equipment which are exposed to splash or food debris or which otherwise requires frequent cleaning, shall be designed and fabricated to be smooth, washable, free of unnecessary ledges, projections or crevices, readily accessible for cleaning and shall be of such material and in such repair as to be easily maintained in a clean and sanitary condition.

(q) Ventilation hoods and devices shall be designed to prevent grease or condensation from collecting on walls and ceilings and from dripping into food or onto food-contact surfaces. Filters or other grease extracting equipment, if used, shall be readily removable for cleaning and replacement if not designed to be cleaned in place.

(r) Equipment that was installed in a food service establishment prior to the effective date of this rule that does not fully meet all of the design and fabrication requirements of this section, shall be deemed acceptable in that establishment if it is in good repair, capable of being maintained in a sanitary condition and the food-contact surfaces are non-toxic. Replacement equipment

and new equipment acquired after the effective date of this rule shall meet the requirements of this rule.

(3) Installation and location of equipment – Equipment shall be so installed as to facilitate the cleaning thereof and of all adjacent areas with the equipment in place, unless the equipment is easily movable. Equipment placed on tables or counters, but not sealed thereto and is not easily movable, shall be mounted on legs or feet at least 4 inches high. Floor mounted equipment, unless easily movable, shall be installed on raised platforms of concrete or other smooth masonry in such manner as to prevent liquids or debris from seeping or settling underneath, between or behind in spaces not fully open for cleaning and inspection; or shall be elevated on legs or feet at least 6 inches above the floor. Such equipment shall be installed flush to the wall with the space sealed; or a sufficient, unobstructed space from the rear wall to the back of the equipment shall be provided to permit cleaning. The space between adjoining units or between the side of a unit and the adjacent wall shall be sealed unless there is sufficient space to allow for ready and thorough cleaning between, behind and beside all such equipment. Aisles or working spaces between equipment and walls shall be of sufficient width and unimpeded so that employees can readily perform their duties without contamination of food or food-contact surfaces from clothing or unnecessary personal contact. All easily movable storage equipment such as pallets, racks and dollies shall be positioned to provide accessibility to working areas. Equipment intended for connection to the water supply or sewer system shall be installed in accordance with provisions of the applicable plumbing authority and shall be protected from back siphonage or backflow by use of approved air gaps, vacuum breakers or backflow preventers.

(a) Waste piping from all refrigerators shall discharge indirectly into a floor sink, floor drain or receptor approved by the plumbing authority.

(b) Drains in walk-in refrigerator floors shall be installed by indirect waste connections and such drains shall discharge into a floor drain located outside the walk-in refrigerator.

(4) Cleanliness of equipment and utensils.

(a) All tableware, kitchenware and food-contact surfaces of equipment, exclusive of cooking surfaces of equipment and pots and pans that are not used to hold or store food and are used solely for cooking purposes, shall be thoroughly cleaned and sanitized after each use. Food-contact surfaces of grills, griddles and similar cooking devices and the cavities and door seals of microwave ovens shall be cleaned at least once a day; except that this shall not apply to hot oil cooking equipment and hot oil filtering systems. The food-contact surfaces of all cooking equipment shall be kept free of encrusted grease deposits and other accumulated soil. All multi-use utensils and food-contact surfaces of equipment used in the preparation or storage of potentially hazardous food shall be thoroughly cleaned and sanitized prior to each such use. Where equipment and multi-use utensils are used for preparation of potentially hazardous foods on a continuous or production line basis, food-contact surfaces of such equipment and utensils shall be cleaned and sanitized at scheduled intervals throughout the day using a schedule approved by the department, based on food temperature, type of food and amount of food particle accumulation. Non-food-contact surfaces of equipment shall be cleaned at such intervals as necessary to keep them free of dust, dirt, food particles and otherwise in a clean and sanitary condition. After cleaning and until use, all food-contact surfaces of equipment and multi-use utensils shall be stored and handled in a manner that protects those surfaces from manual contact, splash, dust, dirt, insects and other contaminants.

(b) All single-service articles shall be stored, handled and dispensed in a sanitary manner and shall be used only once. Food service establishments which do not have adequate and effective facilities for cleaning and sanitizing multi-use utensils shall use single-service articles only.

(c) Detergents, cleaning components and abrasives shall be thoroughly rinsed off food-contact surfaces.

(d) Cloths used for wiping occasional food spills on tableware, such as plates or bowls being served to the consumer, shall be clean, dry and used for no other purpose. Moist cloths or sponges used for wiping food spills on kitchenware and food-contact surfaces of equipment shall be clean and rinsed immediately prior to use and frequently during use in a sanitizing solution and used for no other purpose. Moist cloths or sponges used for cleaning non-food-contact surfaces of equipment such as counters, dining table tops and shelves shall be clean and rinsed in a sanitizing solution and used for no other purpose. If multi-use disposable towels are used in place of wiping cloths or sponges, the towels shall be discarded at least on a daily basis.

(5) Methods of washing and sanitizing – Prior to washing, all equipment and multi-use utensils shall be preflushed or prescraped and, when necessary, presoaked to remove gross food particles and soil. Effective concentrations of suitable detergent shall be used in both manual and mechanical dishwashing.

(a) Manual – For manual washing, rinsing and sanitizing of utensils and equipment, sinks, drainboards and dishtables shall be cleaned prior to use. Equipment and multi-use utensils shall be thoroughly washed in the first compartment in a hot detergent solution which is kept reasonably clean, and then shall be rinsed free of such solution in the second compartment. All multi-use eating and drinking utensils and, as described in paragraph (4)(a) of this section, the food-contact surfaces of all other equipment and multi-use utensils shall be sanitized in the third compartment by one of the following methods:

1. Immersion for a period of at least one-half minute in clean, hot water at a temperature of 170 degrees Fahrenheit or above;
2. Immersion for a period of at least 1 minute in a clean sanitizing solution containing:
  - a. A minimum of 50 parts per million of available chlorine at a temperature not less than 75 degrees Fahrenheit; or

b. A minimum of 12.5 parts per million of available iodine in a solution with a pH not higher than five and a temperature not less than 75 degrees Fahrenheit;

c. Any other chemical sanitizing agent which has been demonstrated to the satisfaction of the department to be effective and non-toxic under use conditions and for which a suitable field test is available, as described herein. Such other sanitizing agents, in-use solutions, shall provide the equivalent sanitizing effect of a solution containing at least 50 parts per million of available chlorine at a temperature not less than 75 degrees Fahrenheit. The concentration and contact time for quaternary ammonium compounds shall be in accordance with the manufacturer's label directions.

d. A test kit or other device that accurately measures the parts per million concentration of the solution shall be available and used when chemicals are used for sanitization.

3. Fixed equipment and equipment too large to treat by methods 1. and 2. above, may be treated:

a. With live steam from a hose, free from material or additives other than those specified in Title 21 Code of Federal Regulations 173.310; or

b. By boiling water rinse from a hose;

4. When hot water is used for sanitizing, the following facilities shall be provided and used:

a. An integral heating device or fixture installed in, on, or under the sanitizing compartment of the sink capable of maintaining the water at a temperature of at least 170 degrees Fahrenheit; and

b. A digital or numerically scaled indicating thermometer, accurate to plus or minus 3 degrees Fahrenheit convenient to the sink for frequent checks of water temperature.

(b) Mechanical – Cleaning and sanitizing may be done by spray type or immersion dishwashing or by any other type of machine or device if it is demonstrated that it thoroughly cleans and sanitizes equipment and utensils. These machines and devices shall be properly installed and maintained in good repair. Machines and devices shall be operated in accordance with the manufacturer's instructions and specifications, which must be attached to the machine. Utensils and equipment placed in the machine shall be exposed to all dishwashing cycles. Automatic detergent dispensers, wetting agent dispensers, and liquid sanitizer injectors, if any, shall be properly installed and maintained. All dishwashing machines shall be thoroughly cleaned at least once a day, or more when necessary, to maintain them in a satisfactory operating condition.

1. The pressure of final rinse water supplied to spray type dishwashing machines shall not be less than 15 nor more than 25 pounds per square inch measured in the water line immediately adjacent to the final rinse control valve. A one-fourth inch IPS valve shall be provided immediately upstream from the final rinse control valve to permit checking the flow pressure of the final rinse water.

2. Machine or water line mounted digital or numerically scaled indicating thermometers, accurate to plus or minus 3 degrees Fahrenheit, shall be provided to indicate the temperature of the water in each tank of the machine and the temperature of the final rinse water as it enters the manifold.

3. Rinse water tanks shall be protected by baffles, curtains or other effective means to minimize the entry of wash water into the rinse water. Conveyors in dishwashing machines shall be accurately timed to assure proper exposure times in wash and rinse cycles in accordance with manufacturer's specifications attached to the machines.

4. Drain boards shall be provided and be of adequate size for the proper handling of soiled utensils prior to washing, and of cleaned utensils following sanitization, and be so located and constructed as not to interfere with the proper use of the dishwashing facilities. This does not preclude the use of easily movable dishtables for the storage of soiled utensils or the use of easily movable dishtables for the storage of clean utensils following sanitization.

5. Equipment and utensils shall be flushed or scraped and, when necessary, soaked to remove gross food particles and soil prior to being washed in a dishwashing machine, unless a prewash cycle is part of the dishwashing machine operation. Equipment and utensils shall be placed in racks, trays, or baskets, or on conveyors, in a way that food-contact surfaces are exposed to the unobstructed application of detergent wash and clean rinse waters and that permits free draining.

6. Machines using chemicals for sanitization may be used, provided that:

a. The temperature of the wash water shall not be less than 120 degrees Fahrenheit.

b. The wash water shall be kept clean.

c. Chemicals added for sanitization purposes shall be automatically dispensed.

d. Utensils and equipment shall be exposed to the final chemical sanitizing rinse in accordance with the manufacturer's specifications for time and concentration.

e. The chemical sanitizing rinse water temperature shall not be less than 75 degrees Fahrenheit nor less than the temperature specified by the machine's manufacturer.

f. Chemical sanitizers used shall meet the requirements of subsection 64E-11.006(5)(a), F.A.C., of this chapter.

g. A test kit or other device that accurately measures the parts per million concentration of the solution shall be available and used.

7. Machines using hot water for sanitizing may be used provided that wash water and pumped rinse water shall be kept clean;

and the final rinse cycle achieves a utensil surface temperature of 160 degrees Fahrenheit as measured by an irreversible registering temperature indicator; and water shall be maintained at not less than the temperatures stated in sub-subparagraphs a. through e. below:

a. Single tank, stationary rack, dual temperature machine:

Wash temperature 140°F.

Final rinse temperature 180°F.

b. Single tank, stationary rack, single temperature machine:

Wash temperature 165°F.

Final rinse temperature 165°F.

c. Single tank, conveyor machine:

Wash temperature 140°F.

Final rinse temperature 180°F.

d. Multi-tank, conveyor machines:

Wash temperature 140°F.

Pumped rinse temperature 160°F.

Final rinse temperature 180°F.

e. Single tank, pot, pan, and utensil washer, either stationary or moving rack:

Wash temperature 140°F.

Final rinse temperature 180°F.

f. Final rinse temperatures in this subsection apply to temperatures at the rinse manifold.

(c) Drying and handling – After sanitization, all equipment and utensils shall be air dried. Cleaned and sanitized equipment and utensils and all single-service articles shall be handled in a way that protects them from contamination.

(d) Equipment and utensil storage – Cleaned and sanitized utensils and equipment and all single-service articles shall be stored at least 6 inches above the floor in a clean, dry location in a way that protects them from contamination by splash, dust and other means. The food-contact surfaces of fixed equipment shall also be protected from contamination. Equipment and utensils shall not be placed under exposed sewer lines. The storage of food equipment, utensils or single-service articles in toilet rooms or vestibules is prohibited.

*Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.26, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.013, Amended 6-1-93, 8-28-96, Formerly 10D-13.026, Amended 3-15-98, 7-14-03.*

#### **64E-11.007 Sanitary Facilities and Controls.**

(1) Water supply – The water supply shall be adequate, of safe sanitary quality and from an approved source in accordance with provisions of Chapters 62-550 and 62-555, F.A.C., or Chapter 64E-8, F.A.C. Hot and cold running water under pressure shall be provided in all areas where food is prepared and where equipment and multi-use utensils are washed.

(a) Transportation of water – All potable water not provided directly by pipe to the food service establishment from the source shall be transported in a bulk water transport system and shall be delivered to a closed water system.

(b) Bottled water – Bottled and packaged potable water shall be obtained from a source that complies with the requirements of Sections 500.147(3) and (4), F.S., and shall be handled and stored in a way that protects it from contamination. Bottled and packaged potable water shall be dispensed from the original container.

(c) Steam – Steam used in contact with food or food-contact surfaces shall be free from any materials or additives other than those specified in Title 21, Code of Federal Regulations 173.310.

(d) Ice – Ice making machines shall utilize water from an approved source and shall be constructed, located, installed, operated and maintained so as to prevent contamination of the ice. They shall be kept clean and shall be stored and handled in a sanitary manner.

(2) Sewage disposal – Sewage shall be disposed of in a public sewerage system or other approved sewerage system in accordance with provisions of Chapter 64E-6 or 62-600, F.A.C., whichever is applicable. Grease interceptors shall be readily accessible for cleaning. Grease interceptors shall be designed and installed in accordance with provisions of Chapter 64E-6, F.A.C., or the applicable plumbing authority.

(3) Plumbing – Plumbing shall be sized, installed and maintained in accordance with provisions of the applicable plumbing authority. The plumbing shall provide adequate quantities of potable water to required locations throughout the establishment, prevent contamination of the water supply, properly convey sewage and liquid wastes from the establishment to the sewerage system; and shall not constitute a source of contamination of food, equipment or utensils or create an unsanitary condition or nuisance.

(a) Backflow – The potable water system shall be installed to preclude the possibility of backflow. Devices shall be installed and maintained to protect against backflow and back siphonage at all fixtures and equipment where an air gap at least twice the



diameter of the water supply inlet is not provided between the water supply inlet and the fixture's flood level rim. A hose shall not be attached to a faucet unless a backflow prevention device is installed. Any faucet equipped with a hose fitting shall be protected by a backflow protection device.

(b) Drains – There shall be no direct connection between the sewerage system and any drains originating from equipment in which food, portable equipment or utensils are placed. When a dishwashing machine is located within 5 feet of a trapped floor drain, the dishwasher waste outlet may be connected directly to the inlet side of a properly vented floor drain trap.

(4) Toilet facilities – Each food service establishment shall be provided with adequate and conveniently located toilet facilities for its employees and patrons in accordance with provisions of the applicable plumbing authority or, where no plumbing code has been adopted locally, with Chapter 64E-10, F.A.C. Food service establishments constructed or extensively remodeled after the effective date of these rules are required to comply with the requirements for toilet facilities outlined above. Existing food service establishments must also meet the requirements for toilet facilities outlined above if there is or has been a sufficient increase in the number of seats or if the nature of the food service operation changes such that additional toilet facilities would be needed. Fixtures shall be of readily cleanable sanitary design. Toilet facilities shall be kept clean, in good repair and free from objectionable odors. Toilet tissue shall be provided. Easily cleanable receptacles shall be provided for waste materials and such receptacles in toilet rooms for women shall be covered. Toilet rooms shall be completely enclosed and shall have tight-fitting, self-closing doors. Such doors shall not be left open except during cleaning or maintenance. Handwashing signs shall be posted in each toilet room used by employees.

(5) Handwashing facilities – Each food service establishment shall be provided with adequate, readily accessible, conveniently located lavatories equipped with hot and cold running water, hand cleansing soap or detergent and individual single use sanitary towels or a heated-air hand drying devices in accordance with provisions of the applicable plumbing authority or, where no plumbing code has been adopted locally, with Chapter 64E-10, F.A.C. Handwashing facilities shall not be used for any purpose other than handwashing.

(a) Lavatories shall be located in or immediately adjacent to all toilet rooms. At least one employee handwashing facility shall be located within each food preparation area.

(b) Employee handwashing facilities shall be installed in rooms or in areas where mechanical dishwashing machines operate that are isolated or remote from food preparation areas.

(c) Lavatories, soap dispensers, hand-drying devices and all other components of the handwashing facilities shall be kept clean and in good repair. Handwashing signs shall be posted at each handwashing facility.

(d) Hot and cold running water under pressure shall be provided at all employee handwashing sinks.

(6) Garbage and rubbish disposal

(a) All garbage and rubbish containing food wastes shall, prior to disposal, be kept in leakproof, nonabsorbent containers which shall be kept covered with tight fitting lids; provided that such containers need not be covered when stored in a special vermin proofed room or in a closed food waste refrigerator. Containers which do not have tight fitting vermin proof lids may be used only if garbage is first placed in plastic bags or wet-strength paper bags which are securely tied closed. All other rubbish shall be stored in an approved manner. The rooms, enclosures, areas and containers used shall be adequate for the storage of all food wastes and rubbish which accumulates between periods of removal.

(b) Garbage and refuse containers, compactors and dumpsters located outside shall be stored on or above a smooth surface of nonabsorbent material such as concrete that is kept clean and maintained in good repair. If a compactor system is used for the storage of garbage, and the garbage is not stored in a self-contained and leak proof system, the compactor shall be placed on a concrete pad which is graded to drain into a sanitary sewer system.

(c) Adequate cleaning facilities shall be provided and each container, room or area shall be thoroughly cleaned after the emptying or removal of garbage and rubbish. Waste water from such cleaning operations shall be disposed of as sewage. Food waste grinders, if used, shall be suitably constructed and shall be installed in accordance with provisions of the applicable plumbing authority. All garbage and rubbish shall be removed from the food establishment premises with sufficient frequency to prevent nuisance conditions and shall be disposed of in accordance with provisions of Chapter 62-701, F.A.C.

(7) Vermin control – Effective control measures shall be taken to protect against the entrance into the food establishment, and the breeding or presence on the premises of rodents, flies, roaches and other vermin. All buildings shall be effectively rodent-proofed, free of rodents and maintained in a rodent-proof and rodent-free condition. All openings to the outside air, including windows, doors, skylights, transoms, intake and exhaust ducts shall be effectively protected against the entrance of flies and other flying insects by self-closing doors which open outward, closed windows, screening, controlled air currents or other effective means. Screening material shall not be less than 16 mesh to the inch or equivalent and screens for windows, doors, skylights, transoms and other openings to the outside air shall be tight fitting and free of breaks. Insecticides or rodenticides, when used, shall be used in full compliance with Chapter 5E-14, F.A.C.

#### **64E-11.008 Other Facilities and Operations.**

(1) Floors – The floor surfaces in kitchens and all the rooms and areas in which food is stored or prepared, utensils are washed or stored, walk-in refrigerators, garbage and rubbish storage areas or rooms and toilet, dressing and locker rooms shall be of smooth, nonabsorbent material and so constructed as to be easily cleanable. The use of anti-slip floor covering materials is permitted in areas where necessary for safety reasons. Floor drains shall be provided in accordance with provisions of the applicable plumbing authority in all rooms where floors are subjected to flush or flood type cleaning or where normal operations release or discharge water or other liquid waste onto the floor. Such floors shall be graded to effectively drain. Mats or duckboards, if used, shall be so constructed as to facilitate being easily cleaned and shall be kept clean. The floor surfaces in all interior and exterior areas where food is served shall be of such construction and finish as to be easily cleanable. Carpeting, if used on floors of interior dining rooms, shall be kept in good repair and shall be cleaned by dustless methods. All floors shall be kept clean and in good repair. Sawdust, wood shavings, peanut hulls and similar materials shall not be permitted on the floors of a food service establishment. In all new or extensively remodeled establishments utilizing concrete, terrazzo, ceramic tile or similar flooring materials, the junctures between walls and floors shall be coved and sealed. Installation of exposed horizontal utility lines and pipes on the floor is prohibited.

(2) Walls and ceilings – All walls and ceilings including doors, windows, skylights, screens and similar closures shall be kept clean and in good repair. The walls of all food preparation, utensil washing and handwashing rooms or areas shall have smooth, easily cleanable surfaces and shall be washable up to the highest level reached by splash or spray. Concrete or pumice blocks used for interior wall construction shall be finished and sealed to provide an easily cleanable surface. Studs, joists and rafters shall not be left exposed in walk-in refrigerating units, in food preparation or washing areas or toilet rooms. If exposed in other rooms or areas, they shall be suitably finished and all surfaces shall be kept clean and in good repair. Sheet metal, plastic or other covering materials, if used, shall be closed at all joints and shall be sealed to the wall or ceiling. Acoustical materials may be used on ceilings, provided ventilation is adequate to minimize grease and moisture absorption. Light fixtures, fans, hoods and other equipment and materials attached to walls or ceilings shall be kept clean. Exposed utility service lines and pipes shall be installed in a way that does not obstruct or prevent cleaning of the walls and ceiling. Utility service lines and pipes shall not be unnecessarily exposed on walls or ceilings in walk-in refrigerating units, food preparation areas, equipment washing and utensil washing areas, toilet rooms and vestibules.

(3) Lighting – All areas in which food is stored or prepared, utensils washed or stored, toilet, dressing and locker rooms, handwashing areas and garbage and rubbish storage areas shall be well lighted. At least 20 foot candles of light shall be provided on all working surfaces and at least 10 foot candles shall be provided on all other surfaces and equipment in food storage, food preparation, utensil washing and handwashing areas and in toilet rooms. At least 10 foot candles of light at a distance of 30 inches from the floor shall be required in dining rooms and all other areas during cleaning operations. Effective shields, sleeves, coatings, or covers shall be provided for all artificial lighting fixtures and infrared heat lamps located over, by, or within food storage, preparation and display facilities where food is opened or exposed.

(4) Ventilation – All rooms in which food is stored, prepared or served, utensils are washed, toilet, dressing and locker rooms and garbage storage areas shall be well ventilated. Obnoxious odors, fumes and vapors shall be effectively vented to the outside air. Ventilation hoods and devices shall be designed to prevent grease and condensate from dripping into food or onto food-contact surfaces. Filters, where used, shall be readily removable for cleaning unless designed to be cleaned in place. Ventilation systems shall comply with applicable fire prevention requirements and shall discharge in such a manner as not to create a nuisance. Intake and exhaust air ducts shall be maintained to prevent the entrance of dust, dirt and other contaminating materials.

(5) Dressing rooms and lockers – Adequate facilities shall be provided for the orderly storage of employees' clothing and personal belongings. Where employees routinely change clothes within the establishment, one or more dressing rooms or designated areas shall be provided for this purpose. Such rooms or areas shall be located outside the food storage, preparation and serving areas and utensil washing and storage areas. Lockers or other suitable storage facilities shall be provided. Dressing areas and lockers shall be kept clean and orderly.

(6) Housekeeping – All parts of the establishment and its premises shall be kept neat, clean and free of litter and rubbish. Cleaning operations shall be conducted in such a manner as to minimize contamination of food and food-contact surfaces. Vacuum cleaning, wet cleaning or other dustless methods shall be used for cleaning floors, walls and ceilings; provided, that dust-arresting sweeping compounds and push brooms may be employed for floors. All such cleaning, except emergency floor cleaning, shall be done during periods when the least amount of food is exposed, such as after closing and between meals. At least one utility sink or curbed cleaning facility with a floor drain shall be provided and used for the cleaning of mops or similar wet floor cleaning tools and for the disposal of mop water or similar liquid wastes. The use of lavatories, utensil washing or equipment washing, or food preparation sinks for this purpose is prohibited. Each utility sink or curbed cleaning facility shall be supplied with hot and cold water under pressure. Maintenance and cleaning tools such as brooms, mops, vacuum cleaners and similar equipment shall be maintained and stored in a way that does not contaminate food, utensils, equipment or linens and shall be stored in an orderly manner. Soiled cloths, linens, aprons, coats and other uniform apparel shall be kept in suitable containers until removed for

laundering. Only articles necessary for the operation and maintenance of the food service establishment shall be stored on the premises.

(7) Living Quarters – None of the operations connected with a food service establishment shall be conducted in any room used as living or sleeping quarters. There shall be no direct opening between living quarters and a food service establishment.

(8) Live birds and animals – No live birds or animals except for crustacea, shellfish and fish in aquariums shall be allowed in a food service establishment, in vehicles used for transporting food or in any other area or facility used to conduct food service operations; except as provided under Section 413.08, F.S., and, further provided, that live birds may be present in food service areas where adequate engineering controls of the ventilation system will prevent contamination of the facility, employees, or consumers.

(9) Premises – Food service establishments and all parts of property used in connection with their operations shall be kept free of litter. The walking and driving surfaces of all exterior areas of food service establishments shall be effectively maintained so as to minimize dust. These surfaces shall be graded to prevent pooling of water.

(10) Laundry facilities – Laundry facilities in a food service establishment shall be restricted to the washing and drying of linens, cloths, uniforms and aprons necessary to the operation. Laundry facilities may be located in storage rooms containing only packaged foods or single-service items or in separate rooms.

*Specific Authority 381.006, 381.0072 FS. Law Implemented 381.006, 381.0072 FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.28, Amended 2-21-91, 5-12-92, Retained here and Transferred to 7C-4.015, Amended 8-28-96, Formerly 10D-13.028, Amended 3-15-98.*

#### **64E-11.009 Temporary Food Service Events.**

Food service operations at temporary food service events shall comply with all applicable sanitary requirements of this rule, unless otherwise exempted in this section.

(1) Notification.

(a) Temporary food service event sponsors or vendors shall notify the local county health department not less than three days prior to the scheduled event of the type of food service proposed and the time and location of the event. Notification may be completed orally, by telephone, in person, or in writing.

(b) The local county health department shall keep a record of notifications received for proposed temporary food service events and shall provide appropriate educational material to the event sponsors or vendors.

(2) Facilities – Specific requirements for the physical facility where the food service operation is to be conducted shall be based on the type food that is to be prepared or served, the length of the event, and the amount of food preparation that is to be conducted at the temporary facility.

(a) If the food service operation is intended for the sale of only packaged, non-potentially hazardous food or drink, the food packages shall be protected from dust, dirt, and other sources of contamination during storage and serving.

(b) Overhead protection shall be provided at all food service operations when food is prepared or portioned on premises.

(c) When potentially hazardous food is prepared at temporary food service events of more than 3 days, the physical structure where the food preparation occurs shall be protected from the entrance of flying insects and other vermin.

(3) All food and beverages served at temporary food service events shall be from approved sources in accordance with provisions of Rule 64E-11.003, F.A.C., of this chapter or prepared on premises.

(4) All food served at temporary food service events shall be protected in accordance with provisions of Rule 64E-11.004, F.A.C., of this chapter.

(5) Food and food-contact surfaces shall be protected from contamination by customers and dust. Where necessary, effective shields or covers shall be provided.

(6) Ice which will be consumed or which will come into contact with food shall be obtained from an approved source. The ice shall be held in a way that protects it from contamination until dispensed.

(7) Storage of packaged food in contact with water or undrained ice is prohibited. Beverage containers may be stored in direct contact with ice when:

(a) The storage facility is equipped with adequate drains which preclude the accumulation of water during use;

(b) The melt water is disposed of so as not to create a nuisance; and

(c) The storage facility is kept clean.

(8) When all necessary washing and sanitizing of utensils and equipment are conducted at an approved commissary or food service establishment, a utensil washing sink will not be required, except that an adequate supply of spare preparation and serving utensils are maintained in the establishment and used to replace those that become soiled. However, a sanitizer solution in a bucket or spray bottle to adequately sanitize the food preparation surfaces will be available at all times.

(9) All food service operations which prepare food on premises shall provide an adequate supply of potable water for cleaning and employee handwashing. An adequate supply may be provided in clean portable containers equipped with on/off valves. Soap and single-service towels shall be available for handwashing and hand drying.

(10) Equipment shall be installed in such a manner that the establishment can be kept clean and the food will not become contaminated.

(11) Liquid waste which is not discharged into a sewerage system shall be disposed of in a manner that will not create a public health hazard or a sanitary nuisance.

(12) Floor construction in establishments which prepare food on premises shall be of durable material. Dirt or gravel subflooring can be used when graded to drain, and covered with platforms, duckboards, plastic film, wood chips, shavings, or similar suitable material such as a sufficient cover of grass or turf to control dust.

(13) Walls and ceilings, when required, shall be constructed to minimize the entrance of flies and dust. Ceilings may be of wood, canvas or other materials which protect the interior of the establishment from the elements and walls may be of such materials or of 16 mesh screening or equivalent. Doors to food preparation areas, when required, shall be solid or screened and shall be self-closing. Counter service openings, for facilities with wall enclosures, shall not be larger than necessary for the particular operation conducted and shall be kept closed at all times except when food is actually being served.

(14) All food service operations at temporary food service events without effective facilities for cleaning and sanitizing tableware shall provide only single-service articles for use by the consumer.

*Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 6-1-93, Formerly 10D-13.0292, Amended 3-15-98.*

#### **64E-11.010 Vending Machines.**

(1) Food supplies – All foods, beverages and ingredients offered for sale through vending machines offering potentially hazardous foods as described in Rule 64E-11.002, F.A.C., of this chapter that are located at food service establishments regulated under this rule, shall be from approved sources in accordance with provisions of Rule 64E-11.003, F.A.C., of this chapter; shall be manufactured, processed and prepared in an approved food service establishment or food processing plant; and shall be delivered to the vending machine from an approved commissary or other approved food establishment.

(2) Food protection – All food shall be protected in accordance with provisions of Rule 64E-11.004, F.A.C., of this chapter. Potentially hazardous foods within the vending machine shall be maintained at safe temperatures, 41 degrees Fahrenheit or below and 140 degrees Fahrenheit or above, at all times; provided, that an exception may be made for the actual time required to fill or otherwise service the machine and for a maximum recovery period of 30 minutes following completion of filling and servicing operations. Vending machines dispensing potentially hazardous food shall be provided with controls which ensure the maintenance of safe temperatures at all times. Such controls shall place the machine in an inoperative condition in the event of power failure or other condition which permits food storage compartments to attain a temperature outside of safe temperature ranges. Potentially hazardous food in vending machines during such periods shall be subject to the provisions of Rule 64E-11.004, F.A.C. A thermometer accurate to plus or minus 3 degrees Fahrenheit shall be provided to indicate the air temperature of food storage compartments used for potentially hazardous foods. The following special requirements shall also apply:

(a) Milk and fluid milk products offered for sale through vending machines shall be pasteurized and shall be dispensed only in individual, original containers.

(b) Milk and fluid milk products and fluid non-dairy products, such as creaming agents, shall not be dispensed in vending machines as additional ingredients in hot liquid beverages or other foods.

(c) When condiments are provided in conjunction with food dispensed by a vending machine, they shall be:

1. Packaged in individual portions in single-service containers; or
2. Dispensed from properly covered or shielded sanitary dispensers which are cleaned, rinsed and sanitized and filled at the commissary or at the machine location if sanitary facilities are provided; or
3. Made available from properly covered or shielded condiment self-service dispensing equipment at those locations having an on-duty attendant.

(d) Fresh fruits which may be eaten without peeling shall be thoroughly washed in potable water at the packing plant by the processor, or at the commissary before being placed in the vending machines for dispensing. The washed fruit shall be protected from contamination after the washing process.

(e) All food, other than fresh fruit, shall be stored or packaged in clean protective containers, and all food shall be handled and vended in a sanitary manner.

(f) Potentially hazardous food offered for sale through vending machines shall be dispensed to the consumer in the individual, original container or wrapper into which it was placed at the commissary or at the manufacturer's or processor's plant. Potentially hazardous food shall not be dispensed from bulk supplies.

(3) Cleaning – All food-contact surfaces of vending machines shall be thoroughly cleaned and subjected to effective bactericidal treatment at scheduled intervals, based upon the type of product being dispensed, as approved by the department in accordance with provisions of subsection 64E-11.006(5), F.A.C., of this chapter. A record of such cleaning and sanitizing operations shall be maintained in each machine and shall be current for at least the past 30 days. The cavities and door edges of microwave ovens must be cleaned at least once a day and shall be kept free of encrusted grease deposits and other accumulated

soil. Food-contact surfaces of all equipment and utensils must be protected from contamination at all times, including while being transported from the commissary to the vending location.

(4) Single-service articles – All single-service containers which receive food or beverage from machines dispensing products in bulk shall be purchased in sanitary cartons or packages which protect the containers from contamination, shall be stored in a clean dry place in the original carton or package until introduced into the container magazine or dispenser of the vending machine, and shall be handled in a sanitary manner. Single-service containers stored within the vending machine shall be protected from manual contact, leakage, dust, insects, rodents and other contamination.

(5) Equipment location – Vending machines, ovens and other equipment shall be located in a room, area or space which can be maintained in a clean condition and which is protected from overhead leakage from drains, piping and other sources. Each machine shall be so located that the space around and under the machine can be readily cleaned and so that insect and rodent harborage is not created. The immediate area shall be well lighted and ventilated. The floor area upon which vending machines are placed shall be of such construction as to be easily cleaned and shall be kept clean and in good repair. Adequate handwashing facilities, including hot and cold running water, soap and individual towels shall be convenient to machine locations where employees service bulk food machines.

(6) Exterior construction and maintenance – The exterior construction of vending machines shall be such as to facilitate cleaning and to prevent the entrance of insects and rodents and shall be kept clean. Door and panel access openings to product and container storage spaces shall be tight fitting and, if necessary, gasketed to minimize the entrance of dust, moisture, insects and rodents. Necessary ventilation openings into vending machines shall be effectively screened. Water, gas, electrical or other service connections through an exterior machine wall shall be sealed. Utility connections shall be made in such a manner that unauthorized or unintentional disconnections will be discouraged. In all vending machines in which the condenser unit is an integral part of the machine, such unit when located below the food and container storage space, shall be separated from such space by a dust proof barrier, and when located above, shall be sealed from such space. In order to prevent seepage underneath the machine and to promote cleaning, free standing vending machines shall have one or more of these elevation or movability features:

- (a) Be light enough to be manually moved with ease by one person; or
- (b) Be elevated on legs or extended sidewalls to afford, with or without kickplates, an unobstructed vertical space of at least 6 inches under the machine; or
- (c) Mounted on rollers or casters which permit easy movement; or
- (d) Be sealed to the floor.
- (e) Counter type machines shall be:
  - 1. Sealed to the counter; or
  - 2. Mounted on 4 inch legs or the equivalent; or
  - 3. Easily moved for cleaning with service connections in place.
- (7) Interior construction and maintenance.

(a) All interior surfaces and component parts of vending machines shall be so designed and constructed as to permit easy cleaning and shall be kept clean.

(b) All food-contact surfaces of vending machines shall be smooth, in good repair and free of breaks, corrosion, open seams, cracks and chipped places. The design of such surfaces shall be such as to preclude routine contact between food and V-type threaded surfaces except that in equipment where such contact is unavoidable, such as ice makers, such threads shall be minimized. All joints and welds in food-contact surfaces shall be smooth; and all internal angles and corners of such surfaces shall be rounded to facilitate cleaning. If solder is used, it shall be composed of safe materials and be corrosion resistant. All food-contact surfaces of vending machines, including containers, pipes, valves and fittings shall be constructed of non-toxic, corrosion resistant and nonabsorbent materials and shall be kept clean. All containers, valves, fittings, chutes and faucets which are in contact with food shall be easily disassembled and when disassembled, all surfaces shall be visible for inspection and cleaning. In machines of such design that product contact pipes or tubing are not readily removable, in-place cleaning of such pipes and pipe fittings may be permitted; provided:

- 1. They are so arranged that cleaning and bactericidal solutions can be circulated throughout the fixed system.
- 2. Such solutions will contact all interior surfaces.
- 3. The system is self-draining or otherwise capable of being completely evacuated.
- 4. The cleaning procedures result in thorough cleaning of the equipment.

(c) The openings into all nonpressurized containers used for the storage of vendable foods and ingredients including water shall be provided with covers which prevent contamination from reaching the interior of the containers. Such covers shall be designed to provide a flange which overlaps the opening and shall be sloped to provide drainage from the cover surface wherever the collection of condensation, moisture or splash is possible. Concave covers or cover areas are prohibited. Any port opening through the cover shall be flanged upward at least three sixteenth inch and shall be provided with an overlapping cover flanged downward. Condensation or drip deflecting aprons shall be provided on all piping, thermometers, equipment, rotary shafts and

other functional parts extending into the container, unless a watertight joint is provided. Such aprons shall be considered as satisfactory covers for those openings which are in continuous use. Gaskets, if used, shall be of a material which is nontoxic, stable and nonabsorbent and shall have a smooth surface. All gasket retaining grooves shall be easily cleanable.

(d) The delivery tube or chute and orifice of all bulk food vending machines shall be protected from normal manual contact, dust, insects, rodents and other contamination. Design shall be such as to divert condensation or other moisture from the normal filling position of the container receiving the food or beverage. The vending stage of such machines shall be provided with a tight fitting, self-closing door or cover which is kept closed, except when food is being removed.

(e) The food storage compartment and other compartments in refrigerated vending machines which are subject to condensation or cooling water retention shall be so constructed as to be self-draining or shall be provided with a drain outlet which permits complete draining of the compartment. In vending machines designed to store cartoned beverages, diversion devices and retention pans or drains for leakage shall be provided. All such drains, devices and retention pans shall be easily cleanable.

(f) Opening devices which come into contact with the food or the food-contact surface of the containers shall be constructed of smooth, nontoxic, corrosion resistant and nonabsorbent materials. Unless the opening device is of a single-service type, it shall be readily removable for cleaning and shall be kept clean. Parts of multi-use opening devices which come into contact with the food or food-contact surface of containers shall be protected from manual contact, dust, insects, rodents and other contamination and such parts shall be readily removable for cleaning and shall be kept clean.

(8) Water supply.

(a) Water used in vending machines shall be from an approved source that complies with Chapters 62-550 and 62-555, F.A.C., shall be piped into the machine under pressure and all connections and fittings shall be installed in accordance with provisions of the applicable plumbing authority.

(b) If used, water filters or other water conditioning devices shall be of a type which may be disassembled for periodic cleaning or replacement of the active element. Replacement elements shall be handled in a sanitary manner.

(9) Waste disposal.

(a) All trash and other waste material shall be removed from machine locations frequently to prevent nuisance conditions and shall be disposed of in accordance with provisions of Chapter 62-701, F.A.C.

(b) Self-closing, leak proof, easily cleanable, plainly designated waste containers of adequate capacity shall be provided at each machine location for the deposit of food scraps, food wrappings, cups, cartons and other discarded single-service articles. Plastic bags or wet strength paper bags may be used to line the receptacles. Soiled waste receptacles shall be cleaned at a frequency to prevent insect and rodent attraction. Such waste containers shall not be located within the machine; provided, that those machines dispensing only packaged products with crown closures may have a closure receptacle located within the machine. Waste receptacles shall not be located under counters or otherwise enclosed in a manner that will create a nuisance or prevent space around and under the counter or enclosure from being easily cleaned and maintained. Suitable racks or cases shall be provided for bottles and other returnable multi-use containers.

(c) Containers shall be provided within all machines dispensing liquid food in bulk for the collection of drip, spillage, overflow or other internal wastes. An automatic shut-off device shall be provided which will place the vending machine out of operation before the waste pail overflows, and prevent water or liquid product from continuously running (jack-potting) in the event of the failure of any single control, high level control, or other flow control device in the liquid product or water system. Containers or surfaces on which such wastes may accumulate shall be readily removable for cleaning, shall be easily cleanable and shall be corrosion resistant. If liquid wastes from drip, spillage or overflow, which originate within the machine are discharged into a sewerage system, the connection to the sewer shall be through an air gap.

(10) Delivery of foods, equipment and supplies – Food, single-service containers and food-contact surfaces of equipment, containers and devices shall be protected from the elements, dirt, dust, insects, rodents and other contamination while in transit to vending machine locations. Potentially hazardous foods shall be maintained at safe temperatures while in transit.

(11) Personnel – Individuals servicing or replenishing these machines shall comply with all applicable provisions of Rules 64E-11.005 and 64E-11.012 through 64E-11.013, F.A.C., of this chapter.

*Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 6-1-93, Formerly 10D-13.0331, Amended 3-15-98.*

**64E-11.011 Procedure When Infection Is Suspected.**

When the department has reasonable cause to suspect possibility of disease transmission from any food service establishment employee, the department shall secure a morbidity history of the suspected employee, or make other such investigation as may be indicated and take appropriate action. The department may require any or all of the following measures:

(1) Immediate exclusion of the employee from all food service establishments.

(2) Immediate closure of the food service establishment concerned until, in the opinion of the department, no further danger of disease outbreak exists.

(3) Restriction of the employee's service to some area of the establishment where there would be no danger of transmitting the



disease.

(4) Adequate medical and laboratory examination of the employee or other employees.

*Specific Authority 381.006, 381.0072(2) FS. Law Implemented 381.006, 381.0072(2) FS. History—New 1-1-77, Amended 1-6-81, Formerly 10D-13.36, Amended 2-21-91, Retained here and Transferred to 7C-4.022, Formerly 10D-13.036.*

#### **64E-11.012 Manager Certification.**

(1)(a) All managers who are responsible for the storage, preparation, display, and serving of foods to the public shall have passed a written certification test approved by the department demonstrating a basic knowledge of food protection practices. Those managers who successfully pass the certification examination shall be issued a certificate which is valid for a period of five years from the date of issuance. All establishments shall designate in writing the food service manager or managers for each location. Establishments that serve highly susceptible populations, or have three or more employees at one time engaged in the storage, preparation, display, or serving of food shall have at least one certified manager present at all times when said activities are taking place. All other establishments shall have a certified manager or managers responsible for all periods of operation but said manager or managers need not be present at all times. It shall be the responsibility of the certified manager or managers to inform all employees under their supervision and control who engage in the storage, preparation, or serving of food, to do so in accordance with acceptable sanitary practices as described in this chapter. The certified manager or managers shall also maintain a copy of the establishment's most recent regular food service inspection form provided by the department. Employees shall present this inspection form to guests or patrons for their review upon their request.

(b) Managers employed on or after the effective date of this chapter shall have a period of 90 days after the effective date of employment to satisfactorily pass the required test.

(2) The test shall be designed to assess the manager's knowledge of basic public health food protection practices, including: receiving of food supplies; food storage, including dry, refrigerated and freezer storage; food protection and preparation practices including thawing of potentially hazardous food, techniques to minimize handling, recognition of critical temperatures during storage, preparation, cooking, serving, displaying and reheating; personal hygienic practices of employees during all phases of preparation and serving of food; equipment and utensil design and fabrication, installation and location as well as cleaning, sanitizing and storage; water supplies; sewage disposal; plumbing; bathroom and handwashing facilities; garbage and trash storage and disposal; insect and rodent control; general housekeeping including cleaning, maintenance, lighting and ventilation; control of toxic materials; premises sanitation and other miscellaneous activities which the manager needs to ensure are accomplished to prevent the occurrence of foodborne illness.

(3) The testing program shall demonstrate testing program compliance with one or more generally recognized measurement standards such as the Standards for Educational and Psychological Testing. Documentation of conformance shall include organization review and program evaluation by qualified psychometricians and shall demonstrate adherence in the areas of administrative independence; fairness; technical standards for test construction and evaluation including validity, reliability and errors in measurement, test development and revision, scaling, norming, score comparability and equating, and test publication; professional standards for test use including employment testing and professional and occupational certification; and related standards for testing linguistic minorities, testing people who have handicap conditions, test administration, scoring and reporting, protecting the rights of test takers and public information. Testing programs that provide documentation to the department of current accreditation by an accrediting organization as defined in the Conference for Food Protection Standards for Accreditation of Food Protection Manager Certification Programs shall be considered as meeting the provision for testing programs of this section, provided that the Testing Program maintains its accreditation.

(4) Once approved, the testing program shall maintain and offer test(s) that comply with the current requirements of this chapter and shall notify and receive approval from the department prior to making any changes to the test. Within 120 days of receiving notification from the department that this chapter has undergone substantial changes, approved testing programs shall revise their certification test(s) to be consistent with the applicable changes and notify the department when such revisions have been completed.

(5) A test offered for compliance with this section shall be invalid when:

(a) It has not been approved by the department; or

(b) It is a previously approved test that has been changed without department approval; or

(c) Any applicable requirement of subsection (4) of this section is not met.

(6) Persons shall be considered certified under these rules when a written examination is a requirement for licensure by the Florida Department of Business and Professional Regulation in a dietary field and when these persons have acquired and maintained the currency of this license. The following establishments are also exempt from the manager certification requirements of this section:

(a) Any theater, if the primary use is as a theater and patron service is limited to food items customarily served to admittees of theaters such as popcorn, hot dogs, soft drinks, nachos and cheese, and pre-packaged snack foods;

(b) Establishments listed in Section 381.0072, F.S., as being exempt from this certification.

*Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 2-21-91, Amended 5-12-92, Retained here and Transferred to 7C-4.023, Amended 6-1-93, 8-28-96, Formerly 10D-13.037, Amended 3-15-98, 7-14-03.*

**64E-11.013 Sanitation Certificates and Fees.**

(1) Sanitation Certificate Required.

(a) All food service establishment sanitation certificates shall expire on September 30. Sanitation certificates issued for a period less than a calendar year shall be prorated on a quarterly basis, in accordance with Section 381.0072(4), F.S.

(b)1. Food service establishments containing multiple food operations housed in the same building, at the same location, under the same ownership and operation must function according to either one of the following:

a. Each food operation shall operate under the umbrella of the sanitation certificate issued to the main food service operation, in which case the sanitation certificate shall be posted in a conspicuous location at the main food service establishment, or

b. Each food operation shall be issued its own individual sanitation certificate, in which case each food service establishment shall post their own sanitation certificate in a conspicuous location in their establishment. The owner or operator of the food service establishment shall decide which of the sanitation certificate processes listed above, will be followed.

2. Food service establishments where multiple food operations are located in different buildings at the same location regardless of ownership shall each be issued their own individual sanitation certificate, in which case each such food operation shall post their own sanitation certificate in a conspicuous location in their food service operation.

(2) Application and Renewal of Sanitation Certificates.

(a) Each person who plans to construct, purchase, reopen, or operate a food service establishment shall apply for and receive a certificate from the department prior to the commencement of operation. Applications for certificates shall be made to the department on DOH Form 4086, Application for Sanitation Certificate, 7/98, which is incorporated herein by reference and which can be obtained from the environmental health section of the county health department.

(b) Applications for certificates shall be accompanied with the annual fee and any other applicable fee that is required in subsection (3).

(c) Prior to the renovation of a food service establishment, notification shall be provided to the department. This notification shall include construction schedules and details of the work to be completed. Prior to the construction or extensive remodeling of a food service establishment, or the conversion of a structure for use as a food service establishment, or remodeling which includes the addition or relocation of major equipment, plans of the facility and its operation shall be submitted to and approved by the department. Plans may be submitted by the owner, prospective operator or their designated representative. All plans shall comply with the requirements of this chapter. Plans shall be drawn to scale, describe the layout, construction, and general operation of the facility, equipment design and installation, the intended menu, and similar aspects of the facility's operation that relate to the requirements of this chapter. The department shall grant or deny approval of the plans in writing pursuant to the provisions of Chapter 120, F.S. Approval or denial shall be based on whether or not the plans comply with the requirements of Section 381.0072, F.S., and the provisions of this chapter.

(d) Before a certificate is issued to a newly constructed or extensively remodeled food service establishment, an inspection shall be made by a representative of the department for the determination of compliance with the requirements of this chapter and Section 381.0072, F.S.

(3) Fees.

(a) Fees shall be submitted to the department for certificates, as well as the provision of other required public health services at food service establishments. A food service establishment which applies for an annual certificate shall pay the full fee. Fees for all other certificates, such as change of ownership, reinstatement after revocation of certificate or new establishments after the first quarter shall be prorated on a quarterly basis. Proration shall be based on the quarter the department receives an application for a Sanitation Certificate to operate a food service establishment. Proration shall not apply to annual renewals of Sanitation Certificates.

(b) Except for establishments specifically exempted from fees in subsection (4), all food service establishments shall pay an annual or prorated fee to the department according to the following schedule:

Annual Sanitation Certificate Fee per Food Service Establishment:

|                                 | Total    |
|---------------------------------|----------|
| 1. Hospital                     | \$250.00 |
| 2. Nursing Home                 | \$250.00 |
| 3. Detention Facility           | \$250.00 |
| 4. Bar/Lounge                   | \$190.00 |
| 5. Fraternal/Civic Organization | \$190.00 |

|  |          |
|--|----------|
| 6. Movie Theater   | \$190.00 |
| 7. School Cafeteria  |          |
| a. Operating for 9 months out of a year                      | \$170.00 |
| b. Operating for more than 9 months                          | \$200.00 |
| 8. Residential Facility                                      | \$135.00 |
| 9. Other Food Service  | \$190.00 |
| 10. Child Care Center  | \$110.00 |
| 11. Limited Food Service                                     | \$110.00 |
| 12. Caterer  | \$180.00 |
| 13. Mobile Food Unit   | \$180.00 |
| 14. Vending Machine Dispensing<br>Potentially Hazardous Food | \$ 85.00 |

(c)1.a. Food service establishments with multiple food operations housed in the same building, at the same location, under the same ownership and operation, which operate under the umbrella of the sanitation certificate of the main food service establishment (as addressed in subparagraph (1)(b)1., of this rule), shall be assessed a single annual fee. That fee shall be assessed on the main food service establishment, it shall be the maximum allowed in Section 381.0072, F.S., which is \$300, and it shall cover the other food service facilities operating in that same building under the umbrella of the main food service establishment.

b. Food service establishments with multiple food operations housed in the same building, at the same location, under the same ownership and operation choosing not to operate under the umbrella of the sanitation certificate of the main food establishment (as addressed in subparagraph (1)(b)2., of this rule) shall be assessed separate annual fees for each food operation based on the category of establishments listed in paragraph (3)(b) above.

c. Food service establishments with multiple food operations located in different buildings at the same location, regardless of ownership, shall be assessed separate annual fees for each food operation based on the category of establishments listed in paragraph (3)(b) above.

2. Vending machines dispensing potentially hazardous food, caterers and mobile food units that are located at or operated from an establishment listed in Section 381.0072, F.S., shall be charged the fees listed in paragraph (3)(b) above when they are not operating under an existing Sanitation Certificate that has already been issued for the main food service establishment where they are located.

(d) The following schedule of fees is established for plan reviews, food service worker training and testing, alcoholic beverage establishment sanitation inspections, reinspections, late renewals:

|  |          |
|--|----------|
| 1. Plan review   | \$ 40.00 |
| per hour   |          |
| Public schools, colleges, and vocational teaching facilities |          |
| are exempt from this fee.                                    |          |
| 2. Food establishment worker training course (per person)    | \$ 10.00 |
| 3. Sanitation inspection                                     |          |
| a. Alcoholic beverage inspection approval                    | \$ 30.00 |
| b. Requests for inspection                                   | \$ 40.00 |
| 4. Reinspection  | \$ 75.00 |
| (for each reinspection after the first)                      |          |
| 5. Late renewal of certificate                               | \$ 25.00 |
| 6. Temporary event food service establishment                |          |
| a. Sponsor without an existing sanitation certificate        | \$100.00 |
| b. Vendor or booth at an establishment or location           | \$ 50.00 |
| without an existing sanitation certificate                   |          |

(e) All fees collected pursuant to this section shall be deposited under a unique revenue code within the individual county health department trust fund to be used to meet the cost of carrying out that portion of the food hygiene program described in this chapter. All fees submitted to the department are nonrefundable, once action has been taken on the application.

(4) Exemptions. The following limited food service establishments are exempted from the fee requirements of this section:

(a) Food service establishments that only serve catered meals which have been prepared in an approved food establishment and where no warewashing, and no storage, re-heating, or re-service of the catered food takes place onsite; such as satellite kitchens at schools and other institutions, and similar operations.

(b) Child care facilities and other institutions that serve only snacks, as that term is defined in Rule 64E-11.002, F.A.C., of this chapter, or that require individuals in attendance to bring their own meals to the facility, which do not require any food

preparation.

*Rulemaking Authority 381.0072, 154.06 FS. Law Implemented 381.0072(2), 154.06 FS. History—New 2-21-91, Amended 5-12-92, Retained here and Transferred to 7C-4.024, Amended 6-1-93, 11-30-93, 8-28-96, Formerly 10D-13.038, Amended 3-15-98, 7-14-03, 4-1-09.*

#### **64E-11.014 Mobile Food Units.**

All mobile food units required to have vehicle identification numbers shall submit their vehicle identification number to the department on the application for licensure. The license decal shall be affixed to the mobile food unit. Mobile food units shall comply with Rules 64E-11.001 through 64E-11.008 and Rules 64E-11.011 through 64E-11.013, F.A.C., except that such mobile food units shall not be required to have employee/patron toilet facilities or mop sinks. Moreover, no license shall be granted to a mobile food unit until the following additional requirements have been met:

(1) A potable water supply system of sufficient capacity (minimum 5 gallons) to furnish an adequate quantity of hot and cold water for food preparation, cleaning and handwashing purposes shall be provided during all periods of operation. The water inlet shall be located so that it will not be contaminated by waste discharge, road dust, oil or grease, and it shall be kept capped unless being filled. It shall be provided with a transition connection of a size or type that will prevent its use for any other service.

(2) A suitable liquid waste system, including a waste tank having a capacity at least 15 percent greater than the water supply system, shall be provided. All connections on the unit for servicing mobile food unit waste disposal facilities shall be of a different size or type than those used for supplying potable water to the mobile food units. The waste tank shall be capable of being completely drained and flushed.

(3) Serving openings shall not be larger than necessary for the particular operation conducted and shall be kept closed at all times except when food is actually being served. Mobile food units shall provide only single-service articles for use by the consumer.

(4) Waste containers shall be provided for the deposit of food scraps, food wrappings, cups, napkins and discarded single-service articles.

(5) Mobile food units shall operate from an approved commissary that meets all applicable requirements of this rule. The commissary must be provided with potable water and adequate facilities for disposal of liquid and solid waste. The mobile food unit must report to the commissary to store or replenish supplies, clean utensils and equipment or dispose of liquid and solid waste. Mobile food units which are self-sufficient for equipment, storage, and utilities must report to the commissary at least once weekly or as often as needed to replenish supplies, clean the interior of the unit, or dispose of liquid or solid wastes. A letter from the commissary will be submitted as part of the application confirming the arrangements above. A mobile food unit which is self-sufficient includes a three compartment sink for washing, rinsing, and sanitizing of equipment and utensils, a separate handwash sink, adequate refrigeration and storage capacity, full provision of power utilities including electrical, LP gas, or a portable power generation unit, and a liquid waste disposal system and potable water holding tank in accordance with subsections (1) and (2) of this rule. Mobile food units which are not self-sufficient must report to their commissary at least once daily. The exterior of the unit may be washed in any location, provided the waste water does not create a sanitary nuisance.

(6) When a service area is provided at the commissary for cleaning and servicing mobile food units, the service area shall include at least overhead protection for any supplying, cleaning or servicing operation. Such area shall be physically separated from other food operations; shall be equipped to furnish approved potable water in accordance with applicable provisions of Chapters 62-550 and 62-555 or 64E-8, F.A.C.; and shall provide facilities for the drainage and disposal of liquid wastes in accordance with applicable provisions of Chapter 64E-6 or 62-600, F.A.C., and the plumbing authority. The surface of the servicing area shall be constructed of a smooth nonabsorbent material such as concrete or machine laid asphalt and shall be maintained in good repair, kept clean and be graded to drain.

(7) Mobile food units which are limited to the sale of non-potentially hazardous food only shall be exempt from:

(a) The requirements of employee hand washing sink, provided that only pre-packaged items are offered; and

(b) A utensil washing sink will not be required when all necessary washing and sanitizing of utensils and equipment are conducted at a designated approved commissary or fixed food establishment. An adequate supply of spare preparation or serving utensils shall be maintained on the unit and used to replace any utensils that become contaminated.

(8) Mobile food units may temporarily connect to an approved utility system for a time period not to exceed one day's operation, provided the utility system is adequate to meet the needs of the unit, sanitary facilities are made available for employees and patrons in accordance with the applicable plumbing authority, and the unit returns to its base commissary at least on a daily basis as described in subsection (5) of this section.

*Specific Authority 381.0072 FS. Law Implemented 381.0072 FS. History—New 3-15-98, Amended 7-14-03.*

ATTACHMENT F

# Responding to an Electronic Bid

5 Step Instructions

# Step 1

Many governments are moving toward requiring bid responses electronically. Here are the steps to respond to a bid Electronically.

- Click on the solicitation name

The screenshot shows a procurement portal interface. At the top, there are navigation tabs: 'Board', 'Bids', 'Quotes', 'Coming Soon! Activities', 'Coming Soon! Messages', and 'Responses'. Below the tabs is a dark blue header bar. Underneath, there is a yellow arrow-shaped button labeled 'Bids'. To the right of this button is a 'Sort By' dropdown menu set to 'Due Date'. The main content area displays a list of bid items. A red arrow points to the first item, 'TSEBIDVINO24JAN01'. Each item has a title, a description, an ID, broadcast and due dates, the number of planholders, and a 'Watch' button. The status of each item is shown in a yellow 'Active' button.

| Solicitation Name | Description  | ID                              | Broadcast | Due       | Planholders | Watch | Status |
|-------------------|--|---------------------------------|-----------|-----------|-------------|-------|--------|
| TSEBIDVINO24JAN01 | City of Fort Pierce - Purchasing Department, Fort Pierce, AZ | BID-TSEBIDVINO24JAN01-0-2020/al | 1/24/2020 | 3/1/2020  | 3           | Watch | Active |
| AA-BB-CC-DD-EE    | agency2.0, Texas, FL   | EBID-001-946-00-0-2020/AD       | 2/4/2020  | 2/29/2020 | 0           | Watch | Active |
| TESTBID           | agency2.0, Texas, FL   |                                 |           |           |             |       | Active |



# Step 2

Once you are in the solicitation, you will see the Bid Details page that is standard for all solicitations

- When you are ready to submit your bid, click on “Submit E-Bid Proposal”

TESTBID Active

### Bid Details

|                 |                             |
|-----------------|-----------------------------|
| Agency Name     | agency2.0                   |
| Bid Writer      | agency2.0 d                 |
| Bid ID          | EBID-123456-0-2020/AD       |
| Bid Type        | EBID - E-BID                |
| Broadcast Date  | 02/06/2020 9:40 AM Eastern  |
| Fiscal Year     | 2020                        |
| Due             | 02/29/2020 11:00 PM Eastern |
| Bid Status Text | BID STATUS                  |

### Scope of Work

Scope to Work

### Documents

| Filename | Type       | Date Modified | Status   |
|----------|------------|---------------|----------|
| fer      | Attachment | 02/06/2020    | Complete |

### Distribution Info

|                          |  |
|--------------------------|--|
| Bid Bond                 | None                                     |
| Plan (blueprint)         | None                                     |
| E-Bidding                | Submit                                   |
| Distributed By           | DemandStar                               |
| Distribution Method      | Download and Mail                        |
| Distribution Options     | Bid has no blueprints associated with it |
| Project Estimated Budget | \$120,000.00                             |
| Distribution Notes       | None                                     |

### Publications

[View Legal Ad](#)

### Pre-Bid Conference

No Pre-Bid Conference Date Found

### Commodity Code

[001-946-00] FINANCIAL SERVICES

[Submit E-Bid Proposal](#)

# Step 3

Enter information requested page-by-page and you can see what will come next via the menu bar on the left under “E-Bid Progress”

If there is not a total bid amount in your submission, please put “0”

Example: a request for qualifications opportunity may not require a bid amount so vendors will input “0” under “Bid Amount”

DEMANDSTAR Dashboard Bids Quotes Coming Soon! Activities Coming Soon! Messages Responses Robyn Gallardi

Home > Bids > TESTBID > My Ebid Response Save & Finish Later Cancel

### Bid Details

Agency Name agency2.0  
Bid Number EBID-123456-0-2020/AD  
Bid Due Date 02/29/2020 (PST)  
Bid Opening 23 days, 04 hours, 23 minutes, 54 seconds Remaining  
Bid Name TESTBID

### E-Bid Progress

- Contact Information
- Documents Upload
- Review Bid

### E-Bid Response

#### Contact Information

Company Name  
Calgon Carbon Corporation

Address 1  
P. O. Box 717

Address 2  
Address 2 (optional)

City  
Pittsburgh

Country United States of Ame... State/Province Pennsylvania

County Select... Postal Code 15230-0717

Phone Number 4127876810 Extension (optional)

Bid Amount 127,000 Invalid Alternate Bid Amount (optional)

Notes  
For the full 6 month contract (optional)

Next

# Step 4

After you click NEXT on the Contact Information page, you will be directed to enter the documents required. In this example, they only ask for one document, however, in others, they may ask for multiple documents that each need to be uploaded separately.

**TIP:**

There is a place for you to add “Supplemental”, i.e. non-required, documents.

The screenshot shows the DEMANDSTAR web application interface for an E-Bid Response. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user is logged in as 'Robyn Gallardi'. The breadcrumb trail is 'Home > Bids > TESTBID > My Ebid Response'. The main content area is titled 'E-Bid Response' and is divided into two columns.

**Bid Details:**

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020(AD)
- Bid Due Date: 02/29/2020 (PST)
- Bid Opening: 23 days, 04 hours, 17 minutes, 21 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress:**

- Contact Information (Completed)
- Documents Upload (Current Step)
- Review Bid (Upcoming)

**Required Documents:**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats:**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (\*.DWG)
- AutoCAD Drawing Web Format (\*.DWF)
- GIF Image (\*.GIF)
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLS)
- Microsoft Excel (\*.XLSX)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOC)
- Microsoft Word (\*.DOCK)
- Plain Text (\*.TXT)
- Plot file (\*.PLT)
- Rich Text Format (\*.RTF)
- TIFF Image (\*.TIF)
- WordPerfect (\*.WPD)
- ZIP Compressed Archive (\*.ZIP)

| Required Document     | Submission Option | Uploaded Document |
|-----------------------|-------------------|-------------------|
| Service Doc agency2.0 | None              | Choose a file     |

**Supplemental Documents:**

You can upload additional documents here.

Document Title:

# Step 4 continued

## TIP:

There is a place for you to add “Supplemental”, i.e. non-required, documents.

**E-Bid Response**

**Bid Details**

- Agency Name: agency2.0
- Bid Number: EBID-123456-0-2020/KD
- Bid Due Date: 02/25/2020 (PST)
- Bid Opening: 19 days, 13 hours, 28 minutes, 21 seconds Remaining
- Bid Name: TESTBID

**E-Bid Progress**

- Contact Information
- Documents Upload
- Review Bid

**Required Documents**

The following documents are required by the agency for this project. Please select which documents you will be submitting electronically (online), and which ones you will submit directly to the agency (offline).

**Agency Accepted File Formats**

- Adobe Acrobat (\*.PDF)
- AutoCAD Drawing (Web Format (\*.DWG))
- JPEG Image (\*.JPG)
- Microsoft Excel (\*.XLSX)
- Microsoft Word (\*.DOC)
- Plain Text (\*.TXT)
- Rich Text Format (\*.RTF)
- WordPerfect (\*.WPO)
- AutoCAD Drawing (\*.DWG)
- GIF Image (\*.GIF)
- Microsoft Excel (\*.XLS)
- Microsoft PowerPoint (\*.PPT)
- Microsoft Word (\*.DOCX)
- Plot File (\*.PLOT)
- TIFF Image (\*.TIFF)
- ZIP Compressed Archive (\*.ZIP)

| Required Document     | Submission Option | Uploaded Document         |
|-----------------------|-------------------|---------------------------|
| Service Doc agency2.0 | Electronic/Online | Service Doc agency2.0.TXT |

**Supplemental Documents**

You can upload additional documents here.

Document Title:  Add Document

| Required Document     | Submission Option                              | Uploaded Document                            |
|-----------------------|--|--|
| Service Doc agency2.0 | Electronic/Online                              | Service Doc agency2.0.PDF                    |
| References            | Electronic/Online                              | References.PDF                               |
| Plans                 | <input type="text" value="Online/Electronic"/> | <input type="button" value="Choose a file"/> |

Previous Upload

# Step 5

Review Your E-Bid Response, and if everything is correct, then press “Submit Response”

You are done! And the government to which you’ve submitted this will download your responses and documents and see the day and time upon which you submitted your proposal.

The screenshot displays the DEMANDSTAR web application interface. The top navigation bar includes 'Dashboard', 'Bids', 'Quotes', 'Activities', 'Messages', and 'Responses'. The user's name, 'Robyn Gallardi', is visible in the top right corner. The main content area is titled 'Review Your E-Bid Response' and is divided into several sections:

- Bid Details:** Agency Name: agency2.0; Bid Number: EBID-123456-0-2020AD; Bid Due Date: 02/29/2020 (PST); Bid Opening: 23 days, 04 hours, 10 minutes, 47 seconds Remaining; Bid Name: TESTBID.
- E-Bid Progress:** A vertical progress bar with three steps: 'Contact Information' (completed), 'Documents Upload' (in progress), and 'Review Bid' (current step).
- Contact Info:** Company Name: Calgon Carbon Corporation; Address 1: P.O. Box 717; Address 2: ; City: Pittsburgh; State: Pennsylvania; Country: United States of America; Postal Code: 15200-0717; Phone Number: 4127876810; Tax: ; Bid Amount: 3127,000.00; Alternate Bid Amount: ; Notes: For the full 6 month contract.
- Agency Required Documents:** Service Doc agency2.0(Electronic/Online) (checked).
- Supplemental Documents:** References(Electronic/Online) (checked).

At the bottom of the page, there is a 'Previous' button and a 'Submit Response' button. A red arrow points to the 'Submit Response' button. Below the 'Submit Response' button, there is a text box containing the following information:

After clicking "Submit Response" the following process will begin:

1. We will verify that your response is complete as entered.
2. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
3. You will receive a confirmation e-mail indicating a successful response submittal.
4. You may track your response submission under the Responses page.

If you do not receive any of the above, please call Supplier Services at (202) 940-0005.

# AFFIDAVITS









## PUBLIC ENTITY CRIMES

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

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

#### **PUBLIC ENTITY CRIMES**

Pursuant to the provisions of paragraph (2) (a) of Section 287.133, Florida State Statutes - "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a Contract to provide any 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 of real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Sub-Contractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Sec. 287.017, FS for thirty six months from the date of being placed on the convicted vendor list".

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

11.1. This sworn statement is submitted to City of Sunny Isles Beach

by \_\_\_\_\_  
[print individual's name and title]

for \_\_\_\_\_  
[print name of entity submitting sworn statement]

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification number (FEIN) is \_\_\_\_\_.  
(If the entity had no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

11.2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid or Contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

11.3. I understand that "convicted" or "conviction" as defined in Para. 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

11.4. I understand that an "affiliate" as defined in Para. 287.133(1)(a), Florida Statutes, means:

a.) predecessor or successor of a person convicted of a public entity crime; or

b.) Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executors, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair

market value under an arm's length agreement, shall be a prime facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**11.5.** I understand that a "person" as defined in Para. 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding Contract and which Bids or applies to Bid on Contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "persons" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of it's officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

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

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 11.1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OF ANY, CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By:

\_\_\_\_\_  
(Signature)

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

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

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
(AFFIX NOTARY STAMP HERE)

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

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_



EQUAL OPPORTUNITY /  
AFFIRMATIVE ACTION

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

**EQUAL OPPORTUNITY/AFFIRMATIVE ACTION STATEMENT**

The contractors and all subcontractors hereby agree to a commitment to the principles and practices of equal opportunity in employment and to comply with the letter and spirit of federal, state, and local laws and regulations prohibiting discrimination based on race, color, religion, national region, sex, age, handicap, marital status, and political affiliation or belief.

Signed: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

\_\_\_\_\_



# CONFLICT OF INTEREST

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **CONFLICT OF INTEREST STATEMENT**

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida State Statutes. Proposers must disclose with their Bids, the name of any officer, director, partner, associate or agent who is also an officer or employee of the City of Sunny Isles Beach or its agencies.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_, who was duly sworn, deposes, and states:

**18.1.** I am the \_\_\_\_\_ of \_\_\_\_\_ with a local office in \_\_\_\_\_ and principal office in \_\_\_\_\_.

**18.2.** The above named entity is submitting a Bid for the City of Sunny Isles Beach, Bid No. \_\_\_\_\_ described as: Golden Shores Street Lighting. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.

**18.3** The Affiant states that only one submittal for the above Bid is being submitted and that the above named entity has no financial interest in other entities submitting Bids for the same project.

**18.4** Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraints of free competitive pricing in connection with the entity's submittal for the above Bid. This statement restricts the discussion of pricing data until the completion of negotiations if necessary and execution of the Contract for this project.

**18.5** Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participation in contract letting by any local, State, or Federal Agency.

**18.6** Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.

**18.7** I certify that no member of the entity's ownership or management is presently applying for any employee position or actively seeking an elected position with the City of Sunny Isles Beach.

**18.8** I certify that no member of the entity's ownership or management, or staff has a vested interest in any aspect of the City of Sunny Isles Beach.

**18.9** In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify the City of Sunny Isles Beach.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
AFFIANT

\_\_\_\_\_  
Print or Type Name and Title

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

Personally Known \_\_\_\_\_ OR  
 Produced Identification \_\_\_\_\_; Type of Identification \_\_\_\_\_

**NOTARY PUBLIC STATE OF FLORIDA**



## DISPUTE DISCLOSURE

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

### **DISPUTE DISCLOSURE FORM**

**Answer the following questions by placing a "X" after "Yes" or "No". If you answer "Yes", please explain in the space provided, or on a separate sheet attached to this form.**

**19.1.** Has your firm or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulations or any other regulatory agency or professional associations within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.2.** Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES \_\_\_\_\_ NO \_\_\_\_\_

**19.3.** Has your firm had against it or filed any requests for equitable adjustment, contract claims, Bid protests, or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES \_\_\_\_\_ NO \_\_\_\_\_ If yes, state the nature of the request for equitable adjustment, contract claim, litigation, or protest, and state a brief description of the case, the outcome or status of the suit and the monetary amounts of extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Bid for the City of Sunny Isles Beach.

\_\_\_\_\_  
Firm

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Print or Type Name and Title





# ANTI-KICKBACK

City of Sunny Isles Beach  
18070 Collins Avenue  
Sunny Isles Beach, FL 33160  
Telephone: (305) 947-0606 Fax: (305) 949-3113

## **ANTI-KICKBACK AFFIDAVIT**

STATE OF FLORIDA        )  
  )  
COUNTY OF \_\_\_\_\_ )

I, the undersigned, hereby duly sworn and deposed say that no portion of this sum herein Bid will be paid to any employees of the City of Sunny Isles Beach or its elected officials as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ [name of person], as \_\_\_\_\_ [type of authority], for \_\_\_\_\_ [name of party on behalf of whom instrument was executed].

AFFIX NOTARY STAMP HERE:

\_\_\_\_\_  
**Notary Public – State of Florida**

\_\_\_\_\_  
Print or Type Commissioned Name

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_



# CONTRACTOR ANTI-BOYCOTT CERTIFICATION

[PURSUANT TO FLORIDA STATUTE § 215.135]

I, \_\_\_\_\_, on behalf of \_\_\_\_\_,  
Print Name Company Name

certifies that \_\_\_\_\_ does not:  
Company Name

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies that Boycott Israel list; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Cuba or Syria.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**E-Verify Affidavit**

Florida Statute 448.095 directs all public employers, including municipal governments, to verify the employment eligibility of all new public employees through the U.S. Department of Homeland Security's E-Verify System, and further provides that a public employer may not enter into a contract unless *each* party to the contract registers with and uses the E-Verify system.

Florida Statute 448.095 further provides that if a contractor enters into a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

In accordance with Florida Statute 448.095, all contractors doing business with the City of Sunny Isles Beach are required to verify employee eligibility using the E-Verify system for all existing and new employees hired by the contractor during the contract term. Further, the contractor must also require and maintain the statutorily required affidavit of its subcontractors. It is the responsibility of the awarded vendor to ensure compliance with E-Verify requirements (as applicable). To enroll in E-Verify, employers should visit the E-Verify website (<https://www.e-verify.gov/employers/enrolling-in-e-verify>) and follow the instructions. The contractor must, as usual, retain the I-9 Forms for inspection.

By affixing your signature below you hereby affirm that you will comply with E-Verify requirements.

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

\_\_\_\_\_  
Offeror Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Federal Employer Identification Number (FEIN)

**Notary Public Information**

Sworn to and subscribed before me on this this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

By \_\_\_\_\_

Is personally known to me

Has produced identification (type of identification produced: \_\_\_\_\_)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print or Stamp of Notary Public

\_\_\_\_\_  
Expiration Date