




## PINECREST

Office of the Village Manager

DATE: May 14, 2025

TO: The Honorable Mayor and Members of the Village Council

FROM: Yocelyn Galiano, ICMA-CM, Village Manager 

RE: Resolution Authorizing an Agreement for the Pinecrest Community Center Food and Beverage Concession

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The Village published a Request for Proposals (RFP) for the Pinecrest Community Center Food and Beverage Concession, which will provide professional Food services at Pinecrest Community Center. As a result of the RFP, five (5) proposals were received by the March 25, 2025, deadline.

At the April 8, 2025, meeting, Village Council authorized the Village Manager to negotiate a professional services agreement with the selected firm, HZIP, LLC. After a successful negotiation, if approved by the Village Council, HZIP, LLC will manage and operate the concession for \$5,000.00 per month due on the first day of the month and a participation rent of ten (10%) of gross sales.

The agreement will remain in effect for two (2) years, with up to three (3), one-year renewal options.

I hereby respectfully recommend the Village Council adopt the attached resolution authorizing the Village Manager to enter into an agreement with HZIP, LLC for the Pinecrest Community Center Food and Beverage Concession.

**RESOLUTION NO. 2025-**

**A RESOLUTION OF THE VILLAGE OF PINECREST, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH HZIP, LLC FOR THE PINECREST COMMUNITY CENTER FOOD AND BEVERAGE CONCESSION; PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, the Village issued a Request for the *Pinecrest Community Center Food and Beverage Concession*; and

WHEREAS, sealed proposals were received by the published deadline; and

WHEREAS, the Village Manager has recommended the selection of HZIP, LLC; and

WHEREAS, the Village Council adopted Resolution 2025-22 authorizing the Village Manager to negotiate an agreement with the firm;

BE IT RESOLVED BY THE VILLAGE COUNCIL OF PINECREST, FLORIDA, AS FOLLOWS:

Section 1. That the Village Council hereby authorizes the Village Manager to enter into the attached agreement with HZIP, LLC for the Pinecrest Community Center Food and Beverage Concession to manage and operate the concession for \$5,000.00 per month due on the first day of the month and a participation rent of ten (10%) of gross sales.

Section 2. This resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 22nd day of May, 2025.

\_\_\_\_\_  
Joseph M. Corradino, Mayor

Attest:

\_\_\_\_\_  
Priscilla Torres, MMC  
Village Clerk

Approved as to Form and Legal Sufficiency:

\_\_\_\_\_  
Mitchell Bierman  
Village Attorney

**CONCESSION AGREEMENT  
BETWEEN  
THE VILLAGE OF PINECREST  
AND  
HZIP LLC**

**THIS PINECREST COMMUNITY CENTER FOOD AND BEVERAGE CONCESSION AGREEMENT** (hereinafter the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_, 2025 by and between the **VILLAGE OF PINECREST, FLORIDA**, a Florida municipal corporation, whose principal address is 12645 Pinecrest Parkway, Pinecrest, Florida 33156 (hereinafter the "Village") and **HZIP LLC**, whose address is 300 N Beach St., Dania Beach, FL 33004 (hereinafter the "Concessionaire").

**WHEREAS**, the Village is the owner of that certain real property located at 5855 SW 111 Street, Pinecrest, Miami-Dade County, Florida and commonly known as the Pinecrest Community Center (the "Pinecrest Community Center"); and

**WHEREAS**, the Village desires to grant Concessionaire revocable license to operate a food and beverage concession (the "Concession") in accordance with Concessionaire Scope of Services (the "Services"), which is incorporated by this reference as though fully set forth herein, the Scope of Services attached hereto as Exhibit "A," and the Concessionaire's Proposal attached hereto as Exhibit "B"; and

**WHEREAS**, Concessionaire shall operate the Concession of the Pinecrest Community Center in the approximate location shown on Exhibit "C" attached hereto (the "Concession Location"); and

**WHEREAS**, the Village desires to engage the Concessionaire to perform the concession services at Pinecrest Community Center and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference.
2. **Concession Grant.** The Village grants to Concessionaire and Concessionaire accepts from the Village the exclusive, revocable license to operate and maintain the food and beverage Concession in the Concession Location, subject to and in accordance with the terms of this Agreement, the Scope of Services attached hereto as Exhibit "A," the Concessionaire's Proposal attached hereto as Exhibit "B." The Concession granted shall constitute a license to use that portion of the Pinecrest Community Center designated as the Concession Location, as identified in Exhibit "C" attached hereto. This Agreement does not constitute a lease, and no landlord/tenant relationship shall be created. This Agreement shall not impair or affect the Village's authority to provide additional mobile concessions and vending machines containing snacks and beverages at Pinecrest Community Center or to host or allow special events at which foods and beverages are served by Village or other food and beverage provider at the Pinecrest Community Center.
3. **Condition of Concession Location.** Concessionaire acknowledges that the Pinecrest Community Center and the Concession Location are in good condition. Concessionaire agrees the Village is not required to make any alterations or repairs to the Concession Location or to Pinecrest Community Center. The parties hereto understand and agree that all of the existing improvements to the Concession Location less and except the Removable Items as provided in Article 6 are and shall remain the property of the Village.

4. **Concession Fee.** Concessionaire shall pay to the Village \$5,000.00 per month (the "Monthly Fee") together with (10%) of net gross sales and all applicable sales taxes due thereon, for the exclusive, revocable license to operate the Concession at the Concession Location in accordance with the Concessionaire's Proposal attached hereto as Exhibit "B." The payments shall be paid to the Village on the first (1st) day of each month, and payments shall be made to the order of the Village of Pinecrest and applied via ACH bank to bank transfer or withdrawal to Village of Pinecrest, 12645 Pinecrest Parkway, Pinecrest, Florida 33156, to the attention of Finance Director.

5. **Use of Premises.** The Concession Location shall be used by Concessionaire solely to operate and maintain the food and beverage Concession. Concessionaire shall not use or permit the Concession Location to be used for any other purpose. Concessionaire shall not sell, serve, provide or allow the consumption or use of any smoking or vaping products at the Concession Location.

6. **Equipment Required of Concessionaire.** All equipment provided by Concessionaire that is removable from the Concession Location without any damage (the "Removable Items") to the Concession Location shall remain the property of Concessionaire and may be removed by Concessionaire at the termination of this Agreement or otherwise sold to the Village by the Concessionaire. Concessionaire may offer to sell to the Village such Removable Items at a price at terms then to be mutually agreed upon by the Village and Concessionaire. The Village may accept or reject such offer of sale by Concessionaire at its sole and absolute discretion. If such Removable Items are not removed within thirty (30) days after termination of this Agreement, the Removable Items shall become the property of the Village, at the Village Manager's discretion.

7. **Quality of Service.** All items sold by Concessionaire shall be of first-class quality, commensurate with Pinecrest Community Center, and the services provided by Concessionaire shall be rendered courteously and efficiently. The Village reserves the right to prohibit the sale of any item that it deems objectionable, and the Village shall have the right to order the improvement of the quality of either the foods, items, or the services rendered.

8. **Menu and Charges.** Maximum rates and charges for menu items to be sold and services to be rendered are as set forth in the Concessionaire-proposed and Village-approved menu, as identified in Exhibit "D" attached hereto. Proposed menu may be amended by agreement of the parties hereto. Concessionaire shall post the prices for all menu items in such places as the Village Manager may designate.

9. **Hours of Operation.** The concessionaire may operate the Concession seven (7) days each week during the term of this Agreement from 7:00 a.m. to 8:00 p.m. Monday to Friday, from 8:00 a.m. to 5:00 p.m. on Saturday and from 8:00 a.m. to 4:00 p.m. on Sunday. Hours of operation may be adjusted upon agreement of both parties, but shall not reduce hours to less than a total of sixty (60) hours per week. The Village shall determine those holidays for which Pinecrest Community Center shall be closed to the public and to Concessionaire. The Concessionaire may request approval from the Village Manager to reduce the total hours of operation or alter the hours of operation, which approval shall not be unreasonably withheld.

10. **Employees of Concessionaire.** Concessionaire shall at all times employ only those persons of good moral character and Concessionaire shall not retain any employee that the Village considers to be unfit for employment or otherwise objectionable. All employees of Concessionaire shall undergo a Level 2 background clearance be well groomed and neatly dressed at all times. Employees shall conduct themselves courteously in their relations with the public.

11. **Utilities.** The Concessionaire shall pay 5.7% of the Pinecrest Community Center utility and waste costs to include water, sewer and electric service, solid waste removal and recycle bin and any fees imposed by government entity concerning the Concession Location. Utilities will be paid with the monthly Concession Fee. The failure or the interruption or termination of any utility services, in whole or in part, shall not render the

Village liable in any respect to Concessionaire, nor work an abatement of the Monthly Fee, nor relieve Concessionaire from the obligation to fulfill any covenant or agreement hereof.

12. **Term.** The initial term of this Agreement shall be for two (2) years and shall commence on the date indicated in a Notice to Proceed issued by the Village and end twenty-four (24) months thereafter. The term of this Agreement is subject to the option to renew as provided in Article 13, and to sooner termination as provided in Article 28 below.

13. **Option to Renew.** The Village shall have the option to renew this Agreement for up to three (3) successive additional one-year (1) terms after the expiration of the initial term, provided that at a time not later than ninety (90) days prior to the expiration of the initial or then current renewal term of this Agreement, Concessionaire serves a written notice on the Village Manager of Concessionaire's desire to extend the term of the Agreement, and provided further, that no Concessionaire uncured event of default has occurred and is continuing at the time the said option is exercised and at the time of expiration of the initial term or a renewal term, as the case may be. All of the provisions of this Agreement shall remain the same during any renewal term unless both parties mutually agree to revise any of the provisions. The option to renew is, and shall remain, subject to the provisions of Article 28 of this Agreement, concerning termination by the Village.

14. **Repair and Maintenance of Concession Location.** Except as provided in Article 20, Concessionaire shall maintain the Concession Location in good order and repair at Concessionaire's own expense during the entire term of this Agreement and any extensions and renewals thereof. Concessionaire shall perform any required maintenance and repairs at Concessionaire's own expense. If Concessionaire neglects or refuses to do so, the Village shall have the right to perform necessary maintenance or repairs to the Concession location, and Concessionaire shall promptly reimburse the Village for the cost of such necessary maintenance or repairs, provided that the Village shall first give Concessionaire ten (10) days written notice of its intent to perform necessary maintenance or repairs to enable Concessionaire to perform necessary maintenance or repairs at Concessionaire's own expense.

15. **Structural Maintenance.** Structural maintenance to the Concession Location and painting and decoration, whether interior or exterior, shall be done by the Village, except that the Concessionaire must repair and/or replace any damages which it has caused by negligence.

16. **Alterations.** No alterations or additions of any character shall be made on or to the Concession Location by Concessionaire.

17. **Maintenance of Equipment.** Concessionaire shall maintain all equipment used for the Concession in good working condition at all times, at Concessionaire's sole cost and expense, for the operation of the Concession. Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear, any equipment of the Village that becomes missing, damaged beyond repair, or too unsanitary for use.

18. **Premises to be Kept Clean.** Concessionaire shall keep the Concession Location in a clean and sanitary condition at all times. Concessionaire shall store all trash and garbage in the containers provided by Concessionaire for that purpose. Concessionaire shall provide and pay for the removal of all trash and garbage from the Concession Location, if Village's solid waste collection service provider imposes any charge for such service.

19. **Right of Access.** The Village shall have access to the Concession Location, and to each part of the Concession Location, during the regular business hours of Concessionaire for the purpose of inspecting the same and making repairs to the Concession Location.

20. **Damage to Concession Location.** If at any time during the term of this Agreement the Concession

Location is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the Concession Location is not practical, the Village shall, with due diligence, restore the Concession Location to operative condition, but the Village shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of the damage. The Village shall not be responsible for any profits lost by Concessionaire due to the partial or complete damage or destruction of the Concession Location. If the use of the Concession Location is not practical due to such damage, then Concessionaire shall not be responsible for the Monthly Fee from the date of the damage until the date that the repair is complete.

21. **Signs, Advertising, Name.** Concessionaire shall not erect any sign on the Concession Location or in the vicinity of the premises without obtaining the advance written approval of the Village Manager or Pinecrest Community Center designee. The Concession Location shall be known by the name proposed by the Concessionaire and approved by the Village and this name may not be changed without obtaining the advance written approval of the Village Manager.

22. **Licenses and Permits.** Concessionaire shall obtain and pay for all Village, County, State and Federal permits and all licenses that may be required for the operation of the Concession and for all Improvements and alterations made by the Concessionaire to the Concession Location as permitted by the terms of this Agreement.

23. **Compliance with Laws.** Concessionaire shall comply with all applicable federal, state, local, and Village laws governing the operation of the Concession and with Village's operating procedures for Pinecrest Community Center. Violation of state laws or the ordinances of Miami-Dade County, Florida or the Village or Village's operating procedures shall be considered as cause for termination of this Agreement by Village. Village shall be responsible for compliance with the Americans with Disabilities Act (the "ADA"). However, Concessionaire shall be responsible for accommodating all special ADA-related requests arising out of Concessionaire's use of the Concession Location.

24. **Payment of Bills.** Concessionaire shall promptly pay all debts incurred by Concessionaire for the purchase of goods or services used by Concessionaire in the operation of the Concession. Concessionaire shall not allow any lien or purported lien to be placed on the Concession Location or equipment or upon Pinecrest Community Center. The Pinecrest Community Center shall fully retain its immunity from all encumbrances or liens as municipal property.

25. **Taxes.** Concessionaire shall pay all taxes on personal property belonging to Concessionaire at the Concession Location, and Concessionaire shall pay all applicable sales taxes.

26. **Indemnification.**

26.1 Concessionaire shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Concessionaire's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Concessionaire and third parties made pursuant to this Agreement. Concessionaire shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Concessionaire's performance or non-performance of this Agreement.

26.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

27. The provisions of this section shall survive termination of this Agreement.

28. **Termination.**

281 **Termination for Convenience.** The Village may terminate this Agreement for convenience at any time, with or without cause, by providing ninety (90) days written notice to the Concessionaire of Village's election to terminate.

282 **Concession Location on Termination.** On the termination of this Agreement for any reason, the Village shall have full authority to take full and exclusive possession and use of the Concession Location without the necessity of obtaining any legal process. Concessionaire stipulates that the Village shall not be liable to prosecution or for damages for resuming exclusive possession and use of the Concession Location.

29. **Assignment Prohibited.** Concessionaire shall operate the Concession directly through its employees and shall not assign any right, privilege, or license conferred by this Agreement; nor may Concessionaire sublicense the whole or any part of the Concession Location.

30. **Nondiscrimination.** Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin or sexual orientation. Concessionaire and Concessionaire's employees shall not discriminate against any person because of race, color, age, creed, sex, sexual orientation or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public.

31. **Independent Contractor.** The Concessionaire is an independent contractor and its employees, volunteers and agents are not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

32. **Waiver of Breach.** The waiver by the parties of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Village shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term contained in this Agreement regardless of the knowledge of the Village of the prior existing breach at the time of the acceptance of the concession fee payment.

33. **Material Terms.** Each term of this Agreement is material. A breach by Concessionaire of any one of the terms of this Agreement shall be considered to be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Village, after expiration of any applicable notice and cure period.

34. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

35. **Attorneys Fees and Waiver of Jury Trial.**

35.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

352 In the event of any litigation arising out of this agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

36. **Amendment.**

36.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

36.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

37. **Notices.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, by email with a return receipt, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

38. **Insurance.** Concessionaire shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Concessionaire's insurance and shall not contribute to the Concessionaire's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Article and may be increased by the Village as it deems necessary or prudent.

38.1 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Concessionaire. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

38.2 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Concessionaire shall be allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

38.3 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

38.4 Professional Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, single limit.

38.5 Commercial All Risk Property Insurance covering all items included in Concessionaire's operations and at the Concessionaire Location, including fixtures, equipment, merchandise and personal property

located at the Concession Location, and all alterations, additions or changes made by Concessionaire, pursuant to Article 16, in an amount not less than 100% of their full replacement value.

386 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after execution of this Agreement and prior to commencing any Concession services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Concessionaire shall be responsible for assuring that the insurance certificates required by this Article remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Concession services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

387 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from the Concession services performed by or on behalf of the Concessionaire in performance of this Agreement. The Concessionaire's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Concessionaire's insurance. The Concessionaire's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

388 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Concessionaire shall be responsible for the payment of any deductible or self-insured retentions on Concessionaire's insurance in the event of any claim.

389 The provisions of this Article shall survive termination of this Agreement.

39. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

40. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

49. **Public Entity Crimes Affidavit.** Concessionaire shall maintain compliance with Section 287.133, Florida Statutes (Public Entity Crimes Statute), including execution of any required affidavit on an annual basis.

#### 50. **Public Records Act Compliance**

50.1 Concessionaire agrees to keep and maintain public records in Concessionaire's possession or control in connection with Concessionaire's performance under this Agreement. The Village Manager or their designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of

this Agreement, have access to and the right to examine and audit any records of the Concessionaire involving transactions related to this Agreement. Concessionaire additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Concessionaire shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

502 Upon request from the Village custodian of public records, Concessionaire shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. Concessionaire may contact the Office of the Village Clerk with any questions related to the provision of public records.

503 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Concessionaire shall be delivered by the Concessionaire to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Concessionaire shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Concessionaire shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

504 Any compensation due to Concessionaire shall be withheld until all records are received as provided herein.

505 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. If the Concessionaire has questions regarding the application of Chapter 119, Florida Statutes, to the Concessionaire's duty to provide public records relating to this Agreement, contact the custodian of public records.**

Custodian of Records:	Village Clerk
Mailing address:	12645 Pinecrest Parkway Pinecrest, FL 33156
Telephone number:	305-234-2121
Email:	<a href="mailto:clerk@pinecrest-fl.gov">clerk@pinecrest-fl.gov</a>

51. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

51.1 **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

51.2 **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida

Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**51.3 Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**51.4 Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.



**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_  
Personally known to me; or

\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_  
Did take an oath; or

\_\_\_\_\_  
Did not take an oath

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I  
have read the foregoing and the facts stated  
in it are true:**

Witness #1 Print Name: \_\_\_\_\_

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

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

Witness #2 Print Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: \_\_\_\_\_

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

Witness #2 Print Name: \_\_\_\_\_

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

Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

PINECREST COMMUNITY CENTER FOOD AND BEVERAGE  
CONCESSION AGREEMENT

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**EXHIBIT A**

Scope of Services



PINECREST

VILLAGE OF PINECREST

Request for Proposals

## **PINECREST COMMUNITY CENTER FOOD AND BEVERAGE CONCESSION**

Project No. 2025-005

The Village of Pinecrest, Florida is inviting the submission of proposals from qualified firms to manage and operate a food and beverage concession consisting of approximately 1,250 SF of interior space (indoor seating and food preparation) and a 1,520 SF of shared outdoor seating area within the Pinecrest Community Center, 5855 Killian Drive, Pinecrest, FL 33156. The Village intends to license a qualified Food and Beverage Service provider to operate and maintain the concession space and provide food and beverage services as detailed in this Request For Proposal. More information can be found at:

[www.pinecrest-fl.gov/Government/Administrative-Services/Procurement](http://www.pinecrest-fl.gov/Government/Administrative-Services/Procurement)

Complete proposals must be submitted to the Village of Pinecrest at 12645 Pinecrest Parkway, Pinecrest, FL 33156, no later than **10:00 a.m. on Tuesday, March 25, 2025**, in a sealed envelope clearly marked “**Pinecrest Community Center Food and Beverage Concession.**” Any proposals received after the specified time will not be accepted.

### **Mandatory Pre-proposal Meeting:**

A mandatory pre-proposal meeting will be held at Pinecrest Community Center, 5855 SW 111 Street, Pinecrest, FL 33156 at **10:00 a.m. on Friday, March 7, 2025.**

The Village of Pinecrest reserves the right to accept any proposal deemed to be in the best interest of the Village or to waive any informality in any proposal. The Village may reject any or all proposals and re-advertise.

Due Date: **Tuesday, March 25, 2025, 10:00 a.m.**

Contact: [procurement@pinecrest-fl.gov](mailto:procurement@pinecrest-fl.gov)

## **SECTION 1 - INTRODUCTION**

### **1.1 BACKGROUND**

The Village of Pinecrest is a suburban area in Miami-Dade County, Florida. Incorporated in 1996, Pinecrest has a population of 18,223 (2010 Census), and has a total area of 7.6 square miles. This once largely undeveloped agricultural land is in close proximity to Falls Shopping Center, Dadeland Shopping Center, and Metro-rail Station. The Village also has other designated points within its boundary limits that include but are not limited to eight public and private schools, nine municipal parks, a community center and commercial area, primarily along US1, adjacent to the western limits of the Village. The Village is bounded by US1 (South Dixie Highway/Pinecrest Parkway) to the west, S.W. 136<sup>th</sup> Street to the south, Old Cutler Road to the east and just south of the C-2 canal to the north. The Village delivers a majority of its public community services by utilizing firms employing sound business practices with an emphasis on excellence and effective customer service principles.

The Pinecrest Community Center is located at 5855 Killian Drive, Pinecrest, Florida. Built in 2008, it was originally a 15,000 square foot facility with a fitness center, movement room and classroom space for programs and activities. In October 2016, construction commenced for Phase 1 and 2 of the Community Center renovation, which includes a 7,000 square foot expansion of the fitness center, reworking of the interior space to provide additional classrooms, a concession area and the construction of outdoor and indoor play areas for children. The project was completed by 2018.

The Community Center provides a focal point for the community to meet and participate in personal enrichment programs including health and fitness for children and adults. It also features two soccer fields and a vita course. The center is attached to Miami-Dade County Public Library and is adjacent to Pinecrest Gardens. The current operating hours are:

7:00 a.m. - 8:00 p.m. (Monday - Friday)

8:00 a.m. - 5:00 p.m. (Saturday)

8:00 a.m. - 4:00 p.m. (Sunday)

### **1.2 INFORMATION AND CLARIFICATION**

The Village of Pinecrest, Florida is inviting the submission of proposals from qualified companies to manage and operate a food and beverage cafe consisting of approximately 1,247 SF of interior space (including indoor seating for up to 59 and food preparation) and additional shared space in outdoor patio which can accommodate setting for 60. The Village intends to license a qualified Food and Beverage Service provider to operate and maintain the cafe space and provide food and beverage services in a manner that conforms to the requirements of this RFP and is most advantageous to the Village.

More information about the plan can be found at:

[www.pinecrest-fl.gov/Government/Administrative-Services/Procurement](http://www.pinecrest-fl.gov/Government/Administrative-Services/Procurement)

All requests for information or clarification should be addressed to:

[procurement@pinecrest-fl.gov](mailto:procurement@pinecrest-fl.gov)

no less than five (5) business day before the proposal due date.

### **1.3 ELIGIBILITY**

To be eligible to respond to this RFP, the firm should have performed similar work and have relevant experience. In addition, the Proposer must have a valid occupational license and any other required licenses to perform this service. It is preferred that the proposers have successfully performed operations of a similar nature, size, and scope for at least three (3) years within the past five (5) years.

### **1.4 CONE OF SILENCE**

You are hereby advised that this Request for Proposal is subject to the "Cone of Silence," in accordance with Section 2-11.1(t)(a) of the Code of Miami-Dade County. From the time of advertising until the Village Manager issues her recommendation, there is a prohibition on communication with the Village's professional staff. The Cone of Silence does not apply to oral communications at pre-bid conferences, oral presentations before evaluation committees, contract discussions during any duly noticed public meeting, public presentations made to the Village Council during any duly noticed public meeting, contract negotiations with the staff following the award of an RFP, RFQ, RFLI or bid by the Village Council, or communications in writing at any time with any Village employee, official or member of the Village Council unless specifically prohibited. A copy of all written communications must be filed with the Village Manager. Violation of these provisions by any particular bidder or proposer shall render any RFP award, RFQ award, RFLI award, or bid award to

said bidder or proposer void, and said bidder or proposer shall not be considered for any RFP, RFQ, RFI or bid for a contract for the provision of goods or services for a period of one year.

All questions regarding this RFP must be submitted in writing no less than five (5) business days before the proposal due date. All questions and comments should be directed to [procurement@pinecrest-fl.gov](mailto:procurement@pinecrest-fl.gov). Answers to all submitted questions will be posted on the Village's web site, [www.pinecrest-fl.gov/Government/Administrative-Services/Procurement](http://www.pinecrest-fl.gov/Government/Administrative-Services/Procurement)

### **1.5 PUBLIC RECORDS**

Florida law provides that municipal records shall at all times be open for inspection by any person under §119, F.S., as amended from time to time; The Public Records law. Information and materials received by the Village in connection with responses shall be deemed to be public records subject to public inspection.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: PRISCILLA TORRES, MMC, VILLAGE CLERK, OFFICE OF THE VILLAGE CLERK, 12645 PINECREST PARKWAY, PINECREST, FLORIDA 33156, 305.234.2121.**

### **1.6 MAILING INSTRUCTIONS AND SUBMITTAL DEADLINE**

Sealed proposals must be received no later than **10:00 a.m. local time on Tuesday, March 25, 2025**, at 12645 Pinecrest Parkway. Each sealed proposal should be clearly marked and identified as follows:

Village of Pinecrest  
12645 Pinecrest Parkway  
Pinecrest, Florida 33156  
**"Pinecrest Community Center Food and Beverage Concession"**

Each proposer shall submit one (1) original, three (3) copies and one (1) digital (USB Flash Drive *in pdf format*) proposal.

The responsibility for submitting a response and its receipt on or before the stated time and date will be solely and strictly the responsibility of the

proposer. The Village is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive.

### **1.7 VILLAGE OPTIONS**

The Village reserves and holds at its sole discretion the right and option to award a Contract(s) for the provision of **the Pinecrest Community Center Food and Beverage Concession**. The Village Manager will report to the Mayor and Village Council whether or not a contract award(s) is/are recommended.

The Village also reserves and holds at its sole discretion the following rights and options:

- To issue addenda/clarification to this RFP.
- To reject or accept any and all submittals.
- To issue subsequent RFP.
- To enter into contract negotiations.
- To wave technicalities.

### **1.8 AWARD OF CONTRACT**

The Village intends to select and make a recommendation for award of a contract to the Village Council. The Village shall be the sole judge of the submittals that is/are in its best interest, and its decision is final. The term of the contract shall be in accordance with the time requirements as set forth in this RFP Section 2.6 TERM.

The Village shall be the sole judge of its best interests in evaluating qualifications and proposals deemed most advantageous to the Village, and the resulting Contract to be entered into between the Village and the Successful Proposer. The Village will review Proposals for an initial determination on minimum qualifications, responsiveness and responsibility.

As part of its Proposal evaluation process, the Village may elect to interview Proposers, request oral presentations, request additional information or clarification of Proposals and information submitted. The Proposal Evaluation Committee will score and rank the qualified, responsive and responsible Proposers in accordance with the criteria set forth below and make a recommendation to the Village Council for award.

Selection Criteria:

Experience/Work References of the Proposing Entity	20 Points
Experience/Work References of Proposed Personnel	10 Points
Service Plan/Approach	25 Points
Proposed Menu and prices	35 Points
Perceived Financial Strength/Sustainability	10 Points

**1.9 WRITTEN NOTICE TO PROPOSERS**

All proposers will be e-mailed, at the time of tentative successful proposal selection, a notification of said selection.

**1.10 NON-ASSIGNMENT**

The selected firm shall not assign, transfer, convey, or otherwise hypothecate any interest, rights, duties, or obligations it will have under the contract to be awarded, without the prior written consent of the Village. The Village may, at its option, terminate the Agreement immediately upon notice of such action by the contractor.

**1.11 INDEMNIFICATION AND HOLD HARMLESS**

The selected firm shall indemnify and hold harmless the Village, its agents and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the proposer's performance of the contract. The selected firm shall also indemnify and hold harmless the Village, its agents and employees from and against all claims, damages, losses and expenses arising from action of selected firm's employees on Village property or in the course of carrying out any business related to the contract.

**1.12 DEFAULT**

Failure of the proposer to comply with any covenant of the contract to be awarded shall constitute a default, and the Village may at its option terminate the contract thirty days after receipt by the proposer of written notice, unless said default is cured within such period.

**1.13 PRE-PROPOSAL CONFERENCE**

A MANDATORY pre-proposal meeting will be held, at Pinecrest Community Center, 5855 SW 111 Street, Pinecrest, Florida, 33156 **at 10:00 a.m. on Friday,**

**March 7, 2025.**

Prior to submitting a Proposal, each Proposer is required to become familiar with the site and any conditions that may, in any manner, affect the services to be performed. Each Proposer is also required to examine carefully the provisions set forth in this RFP and be thoroughly informed regarding any requirements or conditions that may in any manner affect the service to be performed under this RFP. No allowances will be made because of lack of knowledge of any conditions or requirements. Any Proposal received from a Proposer that did not attend the Pre-Proposal Conference and Site Visit shall be deemed non-responsive.

**1.14 SCHEDULE**

The following schedule is anticipated for this RFP process, but is subject to change by the Village, in its sole discretion, at any time during the RFP procurement process.

RFP Release	<b>2/2025</b>
Mandatory Pre-proposal meeting	<b>3/7/2025</b>
Deadline to submit questions	<b>3/19/2025</b>
Deadline to submit Proposal	<b>3/25/2025</b>
Review of Proposals. The Village may interview Proposers.	<b>April 2025</b>
Award of Contract	<b>May 2025</b>
Contract begins	<b>June 2025</b>

The selected provider shall have ten (10) days from Notice of Award to provide insurance documentation as stated in Section 2.6 below, naming the Village as Additionally Insured. Failure to provide the requested documentation within this period may be cause for the Village to revoke the award.

**1.15 CERTIFICATION**

By offering a submission to this Request for Proposal the proposer certifies the proposer has not divulged to, discussed or compared his proposal with other proposals and has not colluded with any other proposer or parties to this proposal whatever. Also, proposer certifies, and in the case of a joint proposal each party thereto certifies as to his own organization, in connection with this proposal:

- A. Any prices and/or cost data submitted have been arrived at

independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other proposer or with any competitor;

- B. Any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to the scheduled opening, directly or indirectly to any other proposer or to any competitor;
- C. No attempt has been made or will be made by the proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- D. The only person or persons interested in this bid as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this bid or in the contract to be entered into; and brokerage, or contingent fee excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

## **SECTION 2 —SPECIFICATIONS**

### **SCOPE OF WORK**

The Village of Pinecrest, Florida is inviting the submission of proposals from qualified companies to manage and operate a food and beverage cafe consisting of approximately 1,247 SF of interior space and connected with a shared external patio with seating for 60 patrons. The Village intends to license a qualified Food and Beverage Service provider to operate and maintain the cafe space and provide food and beverage services in a manner that conforms to the requirements of this RFP and is most advantageous to the Village.

#### **2.1 HEALTH AND SAFETY STANDARDS**

As the Cafe Operator, the successful proposer shall comply with all applicable local, state and federal laws and health and safety requirements, with all latest revisions or amendments, including but not limited to, the Occupational and Safety and Health Administration (OSHA) standards, State of Florida Department of Agriculture and Consumer Services, or the Division of Hotels and Cafes of the State of Florida Department of Business and Professional

Regulation, as applicable, and Rule E64-11, Florida Administrative Code.

## **2.2 MENU**

The Proposer shall construct and submit a menu of proposed food and beverage products, with prices, to be offered at the cafe space, along with a copy of each item's US Food & Drug Administration mandated Nutritional Facts Label and proposed pricing.

## **2.3 FINANCIAL PROPOSAL**

Proposals must contain an offer to rent the cafe space. Financial proposals must include an offer of Minimum Guaranteed Rent and should also include an offer of Participation Rent. These are defined as follows:

Minimum Guaranteed Rent – The monthly rent that the Proposer offers to pay the Village for the life of the agreement. Utilities costs are not included in this rent. Such payment shall be due on the first of each month in advance and if not received by the tenth of the same month, the Cafe Operator shall be deemed in default and shall be subject to actions by the Village as described herein.

Participation Rent – After year one of the agreement, in addition to the Minimum Guaranteed Rent, Proposers are required to provide a Percentage Rent paid to the Village based on a percentage of the annual audited net revenues generated from the cafe.

Proposals must include the rationale employed in determining the proposed Minimum Guaranteed rent and Participation Rent. All proposals must be based on providing the Village a fair market, mutually beneficial economic return, acting in the best interest of the Village. The Village Council reserves the right to reject any proposal, which in the Village's sole judgement, does not offer adequate compensation.

## **2.4 LICENSES AND PERMITS**

The successful Proposer shall secure and pay for any and all necessary and required licenses, certifications, permits and inspections to perform the services, including, but not limited to Miami-Dade County, the State of Florida Department of Agriculture and Consumer Services, or the Division of Hotels and Cafes of the State of Florida Department of Business and Professional Regulation, as applicable, and Miami-Dade County. All required municipal, county and state

certifications, licenses and/or permits must be completed within thirty (30) days of being awarded the cafe space and prior to receipt of a Notice to Proceed.

## **2.5 TERM**

The term of the agreement shall commence upon final execution of the agreement by the Village and continue for a period of two (2) years, with three one-year options, if agreed to by both parties.

## **2.6 TERMINATION**

The Village reserves the right to terminate the Agreement upon thirty days notice as detailed in Section 1.12 DEFAULT. Furthermore, the Village may cancel the agreement without cause, upon one-hundred and twenty days (120) written notice. The Village reserves all other rights and remedies allowed under the law.

## **2.7 CANCELLATION**

Failure on the part of the Successful Proposer to comply with the conditions, specifications, requirements and terms prior to execution of the Agreement, as determined by the Village, shall be just cause for cancellation of the award, with the Proposer holding the Village harmless.

## **2.8 CAFE OPERATOR'S RELATION TO THE VILLAGE**

It is expressly agreed and understood that the Cafe Operator is in all respects an independent contractor as to all Services hereunder, and that the Operator is in no respect an agent, servant or employee of the Village.

## **2.9 CAFE SPACE MAINTENANCE**

The Cafe Operator shall always maintain a sanitary, safe and courteous environment and provide high quality service while operating the cafe space.

The Cafe Operator is responsible for all café and kitchen equipment repairs, the operator should notify the Village of any non-custodial, special repair and maintenance requirements or malfunction of the Village's equipment within 24 hours of becoming aware of such a problem. The Village shall repair, as needed, the building and restrooms. The Cafe Operator shall allow the Village access to the premises at any reasonable time, to examine or make building repairs, or alterations to the premises.

At the end of the agreement term, Cafe Operator shall return the property to the Village in the same condition as when the property was first conveyed, except for ordinary wear and tear incidental to the use of the property.

The cafe operator shall be responsible for service to grease trap no less than quarterly or as needed, included any repairs as necessary during occupation.

The cafe operator shall be responsible for leasing and maintaining its own dumpster with pick-ups as frequently as necessary to eliminate odor or pest infestation from occurring

Cafe operator is required to use a contracted pest control service for monthly treatments at their own cost.

## **2.10 INSPECTIONS**

For the duration of the rental agreement, full financial statements must be delivered to the Villages accounting department and any other staff members as the Village deems necessary. Additional financial audits may be requested/conducted by the Village.

The Cafe Operator may also be subject to periodic compliance inspections of the cafe facility by the Village or its designee. The inspections may include a comprehensive review of the following:

- A. Service quality, attentiveness, courteousness, etc.
- B. Food quality, presentation, pricing and merchandising
- C. Sanitation practices and conditions
- D. Personal appearance of staff
- E. Training program techniques, schedules, and records
- F. Safety conditions
- G. Operational performance from a financial perspective
- H. Other related operational conditions and/or practices.

Any deficiencies resulting from these inspections must be corrected within the allotted time as specified by the Village at the time of notice. Failure to correct deficiencies, shall constitute a default, and the Village may at its option terminate the contract with thirty (30) day notice.

## **2.11 EQUIPMENT**

The kitchen area will be fully built out by the Village. The existing kitchen equipment will be provided and available to the Cafe Operator for their use in the operations of the cafe space. Please see EXHIBIT A for specific information regarding the included equipment.

The Cafe Operator must provide an action plan for the use and maintenance of Village owned space and equipment.

Where the Cafe Operator will be installing Equipment and/or fixtures and/or furnishings in the cafe space, the Cafe Operator shall do so with licensed and insured contractors employed by the Cafe Operator who shall obtain any necessary permits for such work. All installations must be approved by the Village prior to installation, these additions will be at the cost of the proposer.

Cooking outside of the cafe space is not permitted.

## **2.12 MARKETING**

All marketing and advertising efforts must be coordinated with and approved by the Village's Communications Division and Parks and Recreation Department prior to the release of such materials.

The village reserves the right to disapprove and require tenant to remove any signage or advertising material. Cafe is required to submit all signs or replacement signs to Village for approval before installation

The Village shall designate the location of all signage outside of the cafe space.

## **2.13 OPERATIONS ON PREMISE**

The cafe should be open at least six (6) days per week and up to (7) days per week if desired.

Hours of operations are: 7:00 am to 8:00 pm, Monday to Friday, 8:00 am to 5:00 pm on Saturday, and 8:00 am to 4:00 pm on Sunday.

Exceptions for 3:30 pm closing times will be dictated by The Village and largely dictated by nighttime programming and operations happening within Pinecrest Community Center.

Cafe operator will not be allowed to operate any additional business on Village premises.

## **2.14 UTILITIES**

The Cafe Operator shall pay 5.7 % of the cost of water, gas, electricity, fuel, light, heat, power and all other utilities furnished to the entirety of the Cypress Hall Room. The operator acknowledges that the utilities servicing the Cafe will also be used by other rooms not occupied by Cafe Operator.

## **2.15 RECEIVABLES**

All deliveries shall be received through the main entrance of the Pinecrest Community Center. The available delivery hours are Monday through Friday, 7:00am-4:00pm. Cafe staff must be present to receive all deliveries.

## **2.16 INSURANCE**

Selected Proposer must meet the insurance requirements of the Village: provide proof of insurance to the VILLAGE to be made part of the Agreement. The Proposer shall furnish and maintain throughout the duration of this agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Consultant's insurance and shall not contribute to the Consultant's insurance. The insurance coverages shall include at a minimum the amounts set forth in this section and may be increased by the Village as it deems necessary or prudent.

A. Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Consultant. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

B. Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Consultant shall be allowed to provide Services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

C. Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage.

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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

D. Professional Liability Insurance in an amount of not less than \$ 1,000,000.00 per Occurrence, single limit.

E. Other Coverages. Such additional insurance coverages as may be reasonably required by the Village.

### **SECTION 3 - REQUIREMENTS OF THE RESPONSE**

#### **3.1 GENERAL REQUIREMENTS**

The purpose of the response is to demonstrate the qualifications, competence and capacity of the firm seeking to provide food and beverage service at Pinecrest Community Center in conformity with the requirements of this Request for Proposals. As such, the substance of the Request for Proposal and qualifications will carry more weight than their form or manner of presentation. The technical response should demonstrate the qualifications of the individual or firm and of the particular staff to be assigned to this engagement.

The Proposal should respond to all the points outlined in the Request for Proposal. The Proposal should be prepared simply and economically, providing a straightforward, concise description of the individual's or company's capabilities to satisfy the requirements of the Request for Proposal. The proposal shall be as thorough and detailed as possible so that the Village may properly evaluate capabilities of the company to provide the required services.

Each proposer shall submit one (1) original, three (3) copies and one (1) digital (CD or USB Flash Drive in pdf format) proposal.

#### **3.2 SUBMITTAL REQUIREMENTS**

The following information must be included as part of the proposal:

- A. Cover Page: Include company name, contact person, address, telephone and email address. Any further correspondence by the Village to the Proposer for the purposes of this RFP, will be addressed to the Proposer's "contact person" submitted in this section.
- B. Executive Summary: Describe the Proposer's organization for carrying out

the services, and a brief history of the organization. Limit to one (1) page.

- C. Company's Qualifications: Provide a description of the company, range of expertise, including the size, years in operation, organizational structure, proposed Cafe Manager and any other key personnel to be assigned to the Cafe, demonstrating experience and expertise in the operations of similar enterprises. It is preferred that the proposers have successfully performed operations of a similar nature, size, and scope for at least three (3) years within the past five (5) years.
- D. Experience/Work References: Experience of the company/team must demonstrate evidence of prior food and beverage preparation and sales experience in a private or municipal premises. Indicate the company's number of years of experience in the required services. Provide a list and description of similar food and beverage operations satisfactorily performed within the past five (5) years. Also provide contact names and information of representatives of the entities for whom the services were performed.
- E. Organization Chart: Provide an organizational chart of the Cafe Operator team, including Cafe Manager and other key personnel, who will be assigned and directly involved and responsible throughout the duration of the Cafe Operation. Information shall include the names, title, resumes, qualifications, licenses, expertise and experience.
- F. Licenses/Certifications: Provide copies of all professional and business licenses required for the Work, as required by all applicable federal, State, County and local agencies, including licenses for the company and key personnel performing the Work.
- G. Plan/Approach to the Provision of Services: Describe the Proposer's planned approach and concept for performance of the Services. Describe the theme, concept, type of food, envisioned pricing, hours of operation, table service offering (breakfast, lunch and/or dinner) Over the course of the agreement, the schedule may be modified as necessary with prior approval from the Village. Explain why the company's approach and plan would be the most effective and beneficial to the Village.
- H. Financial Proposal as described in Section 2.3 of this RFP.
- I. Proposed Menu: Provide a proposed menu as described in Section 2.2 of this RFP.

- J. Financial & Legal: Proposers must provide a general description of the firm's financial condition, including annual gross receipts and annual payroll for the most recent fiscal year, and identify any conditions (e.g., bankruptcy, pending litigation, planned office closures, impending merger) that may impede Proposer's ability to fully perform the Food and beverage service. Proposers must also include history of litigation, claims, violations, citations or fines associated with the operation of a food and beverage facility during the past five (5) years.
- K. Equipment: A floor plan, schedule and specifications of equipment included in the cafe space is attached to this RFP as EXHIBIT A. Include a detailed list of all additional equipment and/or non-structural improvements proposed to be provided and/or installed by the Proposer at Cafe Space.
- L. Proof of insurance as detailed in Section 2.13, INSURANCE REQUIREMENTS
- M. Completed Public Entity Crimes and Conflicts of Interest form attached to this RFP.
- N. Completed Drug Free Workplace form attached to this RFP.
- O. References - All qualified companies must submit a list of at least five previous clients. Along with this information should be supplied the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.
- P. Any other information you feel is appropriate to assist in the selection process.

ATTACHMENTS:

Exhibit A: Equipment Floor Plan, Schedule and Specifications

Attachment #1: Company Information Form

Attachment #2: Public Entity Crimes and Conflicts of Interest Form

Attachment #3: Drug Free Workplace Form

Attachment #4: Reference Form

Attachment #5: E-Verify Affidavit Form

Attachment #6: Concession Agreement Sample

Attachment #7: Concession Agreement Acknowledgment Form

## **EXHIBIT A**

### Equipment Floor Plan and Specifications

# Pinecrest Community Center

11200 SW 57 AVE.  
 PINECREST, FL

Foodservice Design

OWNER  
 Village of Pinecrest

NO.	REVISIONS/SUBMISSIONS	DATE
ISSUED FOR CONSTRUCTION		10-03-2016

PROJECT TEAM

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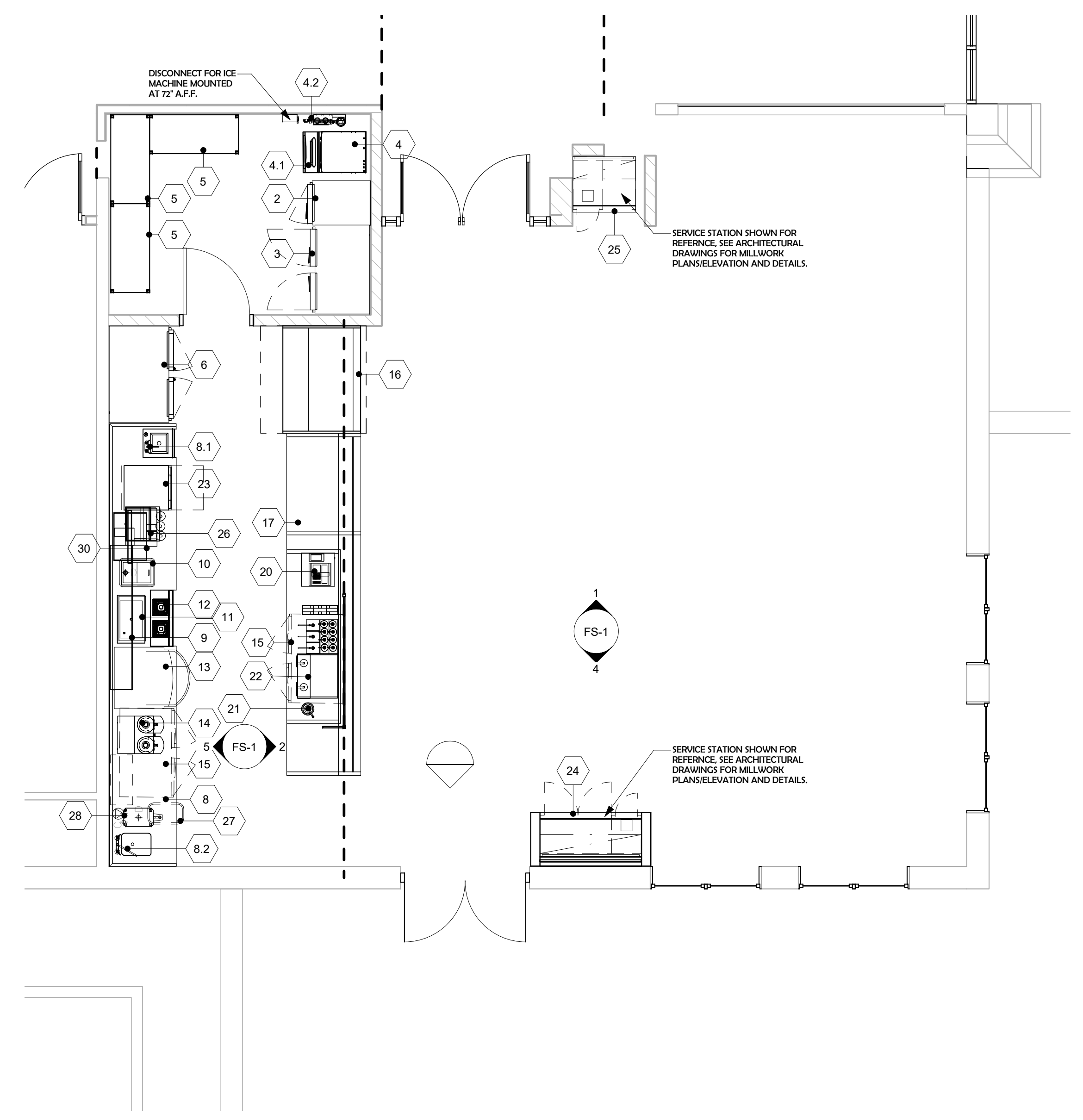
SHEET TITLE

## FLOOR PLAN AND SCHEDULE

SEAL	ISSUE DATE	03/04/16
	PROJECT NO.	2081
	DRAWING NO.	

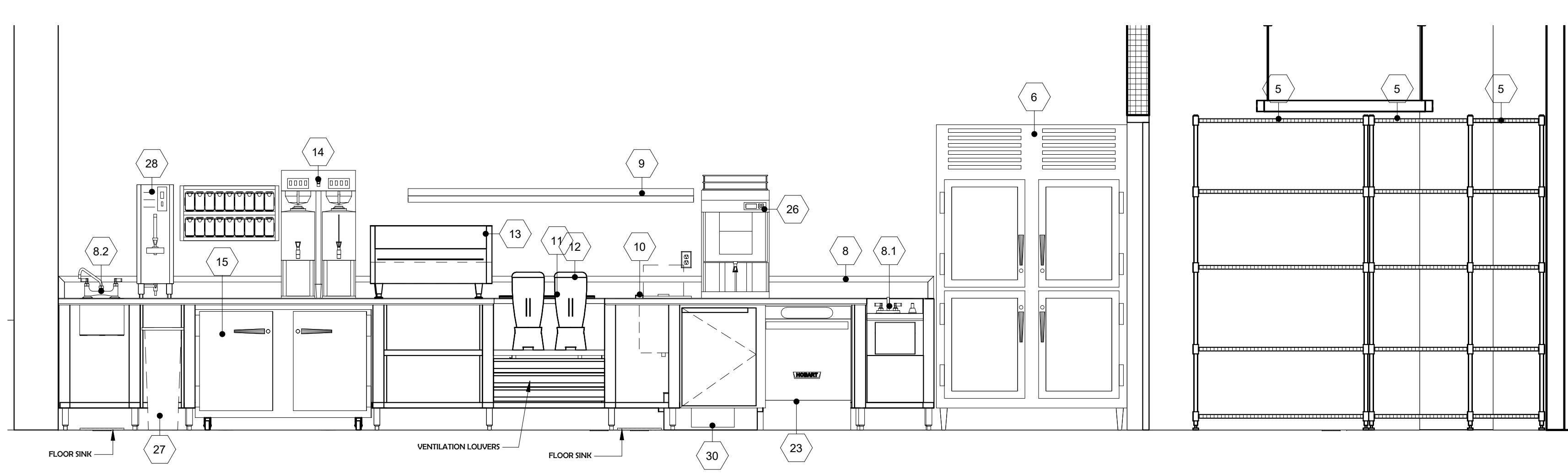
DATE: \_\_\_\_\_  
 RICHARD J. HEISENBOTTE  
 FL REGISTRATION No. AR 0012865

# FS-1

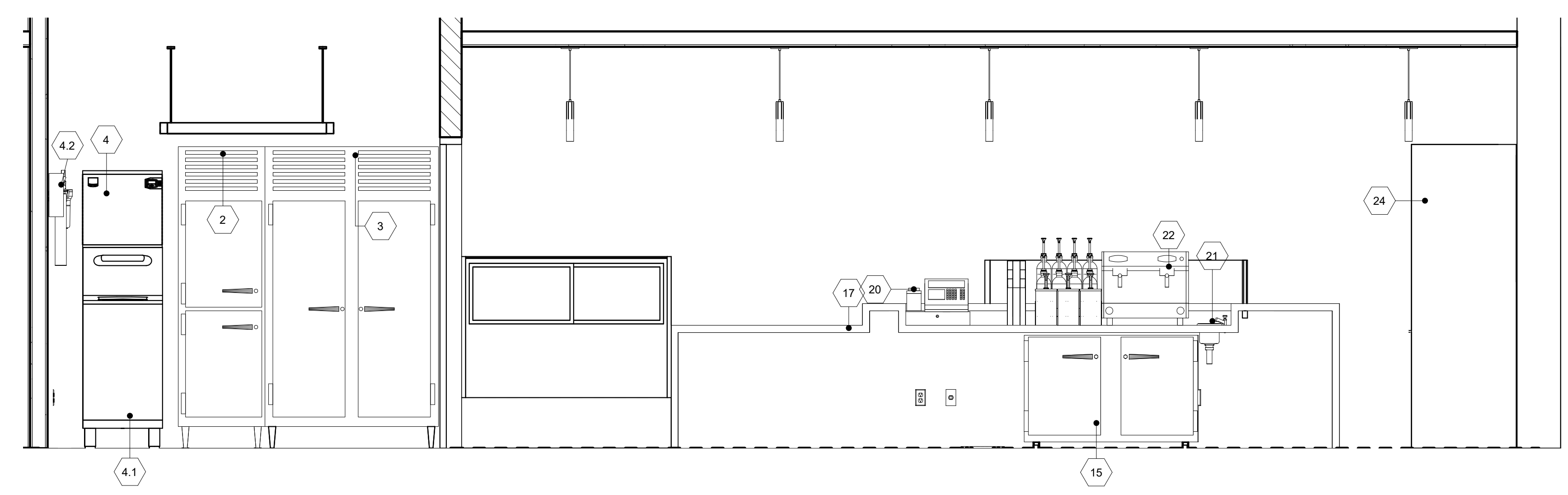


3 LEVEL 1 EQUIPMENT PLAN  
 1/4" = 1'-0"

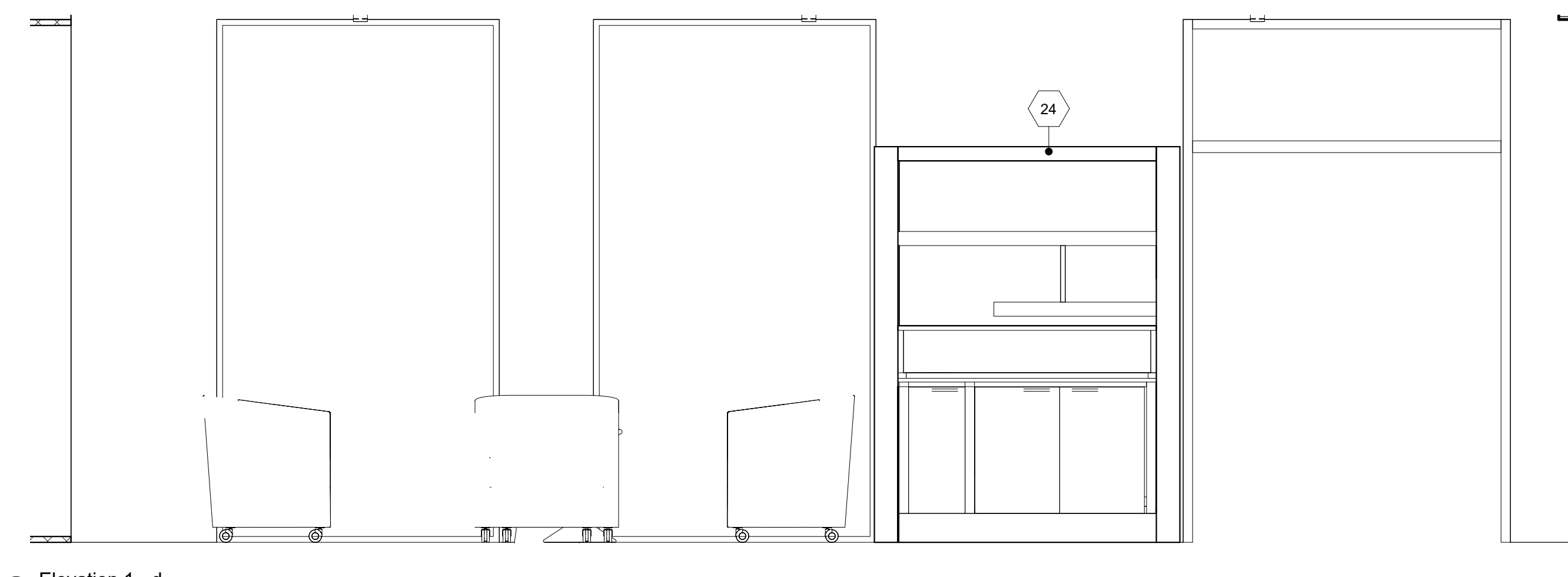
ITEM NO	QTY	BY OWNER	BY MILLWORK	BY FABRICATION	BY V.C.C.	EQUIPMENT CATEGORY	MANUFACTURER	MODEL NUMBER	VOL TS	PHASE	AMPS	DIRECT	PULLIC	NEMA	COLD WATER SIZE (IN)	HOT WATER SIZE (IN)	DIRECT DRAIN SIZE (IN)	INDIRECT DRAIN SIZE (IN)
2	1	X				REACH-IN FREEZER	TRAILSEN	RLT32DUT-HH5	115	1	16.3			5-1SP				
3	1	X				REACH-IN REFRIGERATOR	TRAILSEN	RHT225NUT-FH5	115	1	8.2			5-1SP				
4	1	X				ICE MAKER	MANTOWOC	ID-522A	120	1	14.4				3/8"			1/2"
4.1	1	X				ICE BIN	MANTOWOC	B-420										3/4"
4.2	1	X				FILTER SYSTEM	EVERPURE	EV9797-22							3/4"			3/4"
5	3	X				SHELVING UNIT	METRO	METROMAX-O										
6	1	X				REACH-IN REFRIGERATOR	TRAILSEN	RHT225NUT-HHG	115	1	10.4			5-1SP				
8	1		X			COFFEE BAR BACK COUNTER	CUSTOM FABRICATION	CUSTOM									2"	1"
8.1	1	X				DECK MOUNT FAUCET	T & S BRASS	B-110							1/2"	1/2"		
8.2	1	X				DECK MOUNT FAUCET	T & S BRASS	B-021							1/2"	1/2"		
9	1		X			5/5 WALLSHELF W/ MILLWORK	FABRICATED	CUSTOM										
10	1	X				ICE CHEST	ATLAS	WB5										1"
11	1	X				DROP-IN COLD PAN	36490		120	1	3.8							
12	2	X				BLENDER	WARRING	MXS500XP	120	1	13							
13	1	X				FINISHING OVEN	OVENTON	M-360-14	208	1	39.0	X		6-50P				
14	1	X				COFFEE MACHINE	FETCO	CB5252X15	208	1	36.9				1/4"			
15	2	X				UNDERCOUNTER REFRIGERATOR	TRAILSEN	UH148	115	1	5.7			5-1SP				
16	1					REFRIGERATED BAKERY CASE	STRUCTURAL CONCEPTS	HOU5652R	120-230	1	10.92							1/2"
17	1		X			P.O.S SERVICE COUNTER	BY MILLWORK	MILLWORK										
20	1	X				P.O.S REGISTER	BY VENDOR		120	1	10.0	X		5-1SP				
21	1	X				DIPPER WELL	FISHER	304I							1/2"			1 1/2"
22	1	X				ESPRESSO MACHINE		2 gang traditional										
23	1	X				UNDERBAR GLASSWASHER	HOBART	LXEH+ BOOSTER	240	1	30.5				3/4"			3/4"
24	1		X			CONDIMENT COUNTER	BY MILLWORK	CUSTOM										
25	1		X			TRASH COUNTER	BY MILLWORK	CUSTOM										
26	1	X				HIGH CAPACITY JUICER	ZUMEX	VERSATILE PRO	115		2.7			5-1SP				
27	1	X				TRASH RECEPTACLE	RUBBERMAID	354D										
28	1	X				HOT WATER DISPENSER	FETCO	HWB-5	120/220	1	12.4				1/2"			1"
30	1		X			GREASE INTERCEPTOR	THERMACO	W-200-15	120	1	4.5 A							2"



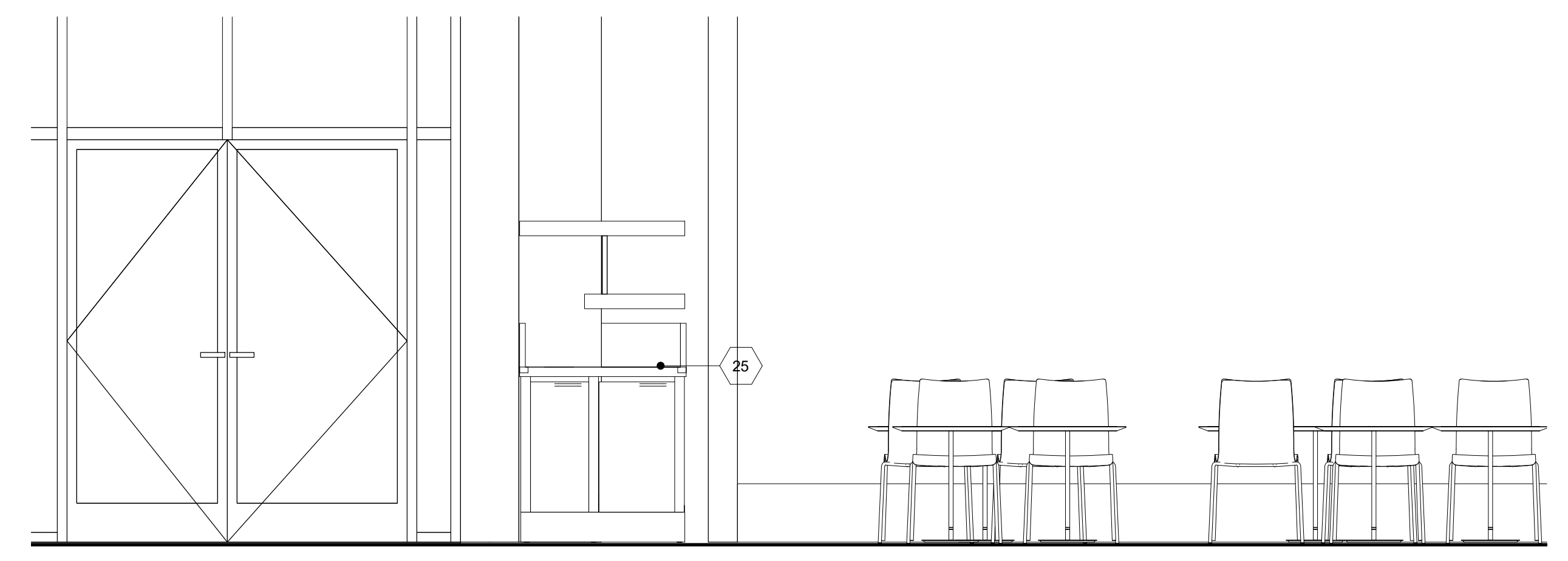
5 Elevation 1 - a  
 1/2" = 1'-0"



2 Elevation 1 - c  
 1/2" = 1'-0"



4 Elevation 1 - d  
 1/2" = 1'-0"



1 Elevation 1 - b  
 1/2" = 1'-0"

FOR INFORMATION ONLY

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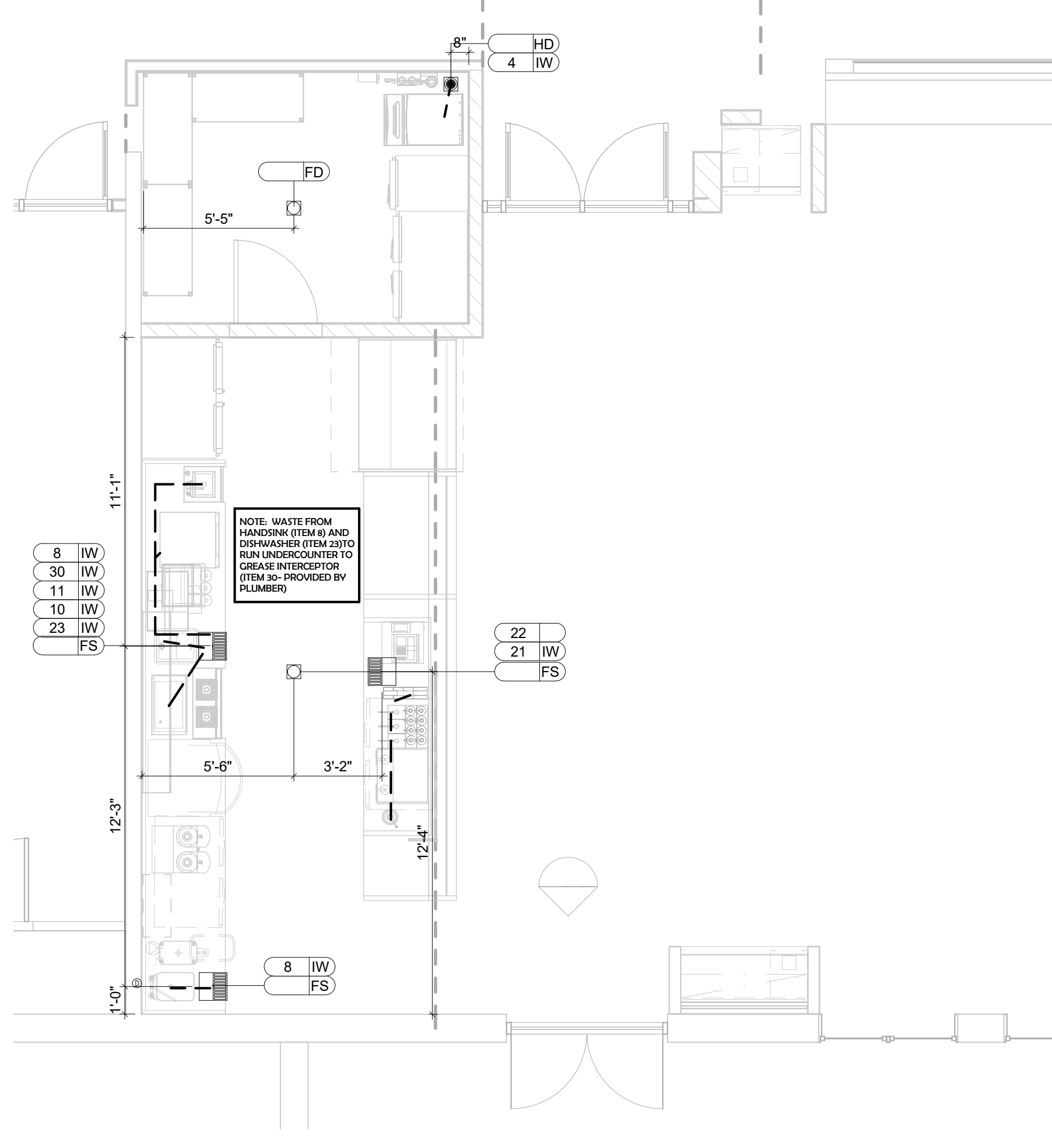
PLUMBING SYMBOLS/ABBREVIATIONS

TAG LEGEND	(ITEM #/UTILITY)
○	SYMBOLS
○	HOT WATER
○	COLD WATER
○	DRAIN
○	GAS
○	CONNECTION
○	FLOOR DRAIN
○	HUB DRAIN
○	FLOOR SINK
○	FLOOR SINK
○	STEAM SUPPLY
○	STEAM RETURN
○	CHILLED WATER SUPPLY
○	CHILLED WATER RETURN
---	PIPE ROUTING
---	EXISTING

TAG LEGEND	(ITEM #/UTILITY)	
○	HW	HOT WATER
○	CW	COLD WATER
○	DW	DIRECT WASTE
○	IW	INDIRECT WASTE
○	G	GAS
○	CS	CHILLED WATER SUPPLY
○	CR	CHILLED WATER RETURN
○	DR	DRAIN
○	AF	ABOVE FINISHED FLOOR
○	FD	FLOOR DRAIN
○	FS	FLOOR SINK
○	HD	HUB DRAIN
○	DFA	DOWN FROM ABOVE
---	EX	EXISTING

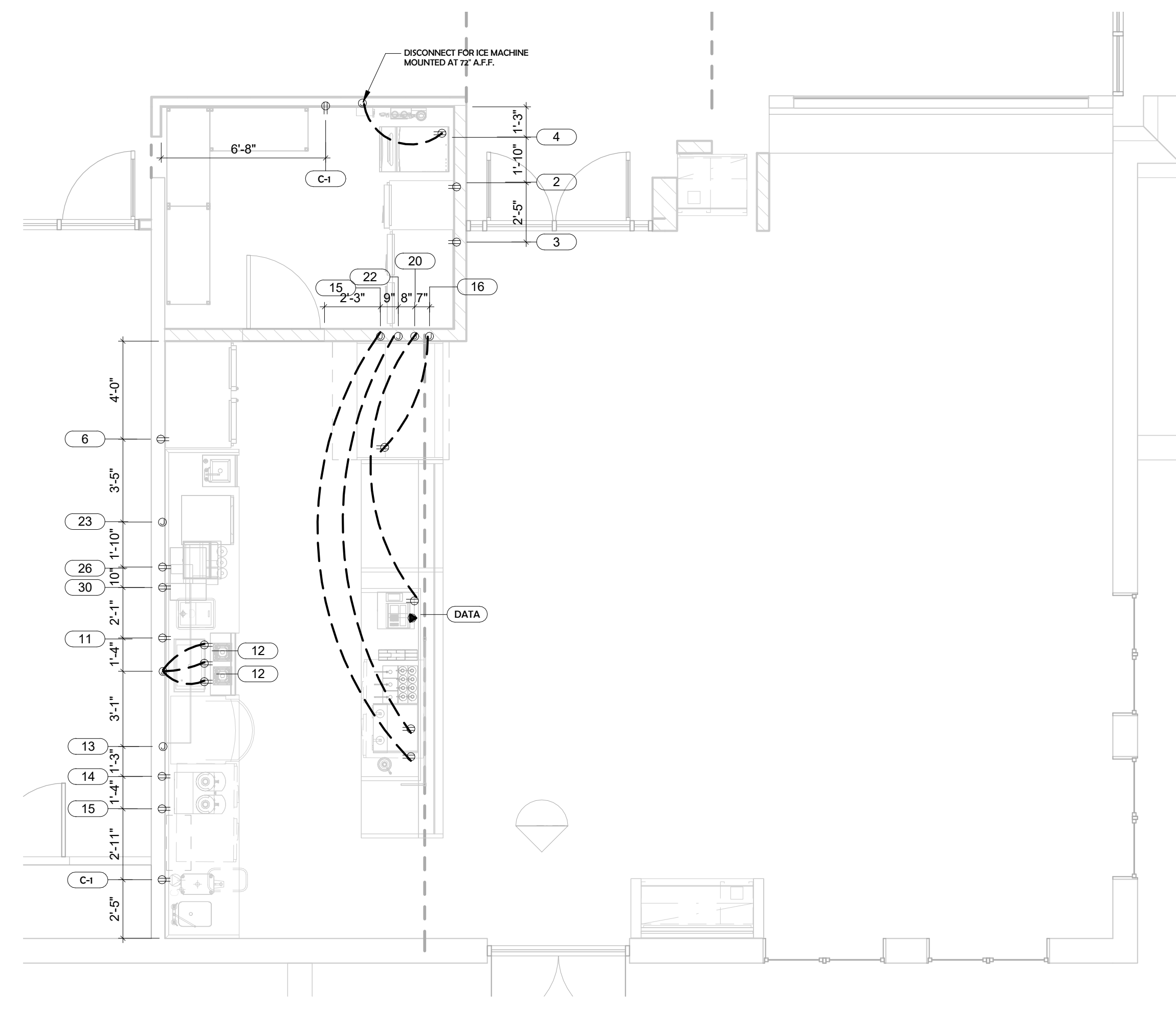
**GENERAL PLUMBING NOTES**

- PLUMBER TO PROVIDE BACKFLOW PREVENTER IN SUPPLY LINE TO ALL EQUIPMENT NECESSARY PER LOCAL CODES.
- PLUMBER TO SPECIFY AND LOCATE EQUIPMENT AND UTILITIES FOR THESE LOCATIONS.
- PLUMBER TO CONNECT ALL WATER LINES, GAS LINES, WASTE LINES, ETC. TO FULLY CONNECT ALL EQUIPMENT AND RUN CONDENSATE LINES IN SOLID MATERIAL (NO FLEX HOSES) FROM UNITS TO DRAINS AND THESE LINES TO BE NO SMALLER THAN THE STUB-OUT OF THE FUTURE. PLUMBER TO PROVIDE GATE VALVES ON ALL WATER AND GAS LINES. ALL VALVES, CUT-OFFS, TRAPS, HYDROSTATIC CHECK ELIMINATORS, PRESSURE REGULATORS AND MATERIALS NECESSARY TO CONNECT ALL LINES UNLESS OTHERWISE SPECIFIED IN THE ITEM SPECIFICATIONS. FACETS, DRAIN OUTLET FITTINGS IN FIXTURES AND SPECIALTY ITEMS ARE TO BE FURNISHED BY THE KITCHEN EQUIPMENT CONTRACTOR AS OUTLINED IN THE ITEM SPECIFICATIONS. ALL WORK TO BE PERFORMED IN FULL ACCORDANCE WITH ALL APPLICABLE CODES RELATING TO INSTALLATION AND MAINTENANCE OF EQUIPMENT. OMISSIONS OR ERRORS ON THIS SCHEDULE DO NOT RELIEVE THE PLUMBING CONTRACTOR FROM COMPLETE FINAL PLUMBING RESPONSIBILITY.
- ALL OUTLETS AND CONNECTIONS SHOWN RELATE TO KITCHEN EQUIPMENT ONLY. REFER TO ARCHITECTURAL/ENGINEERING PLANS FOR ADDITIONAL REQUIREMENTS.
- ALL DIMENSIONS GIVEN ARE IN FEET AND INCHES. ELEVATIONS GIVEN ARE FROM FINISHED FLOOR. ALL DIMENSIONS SHOWN ARE TO BE RUN INSIDE WALLS (EXCEPT STUB-UPS) LOCATIONS INDICATE POINT OF EXIT FROM WALLS, CEILING OR FLOOR.
- ALL FLOOR DRAINS TO SET 1/2" BELOW FINISHED FLOOR UNLESS OTHERWISE NOTED. DO NOT SLOPE FLOOR TO DRAINS AS TO CREATE "PITS" OR "TRIPS" IN FLOOR. MINIMUM RADIUS OF SLOPE TO BE 24" FROM CENTERLINE OF DRAIN.
- ALL DRAINS ARE FOR REFERENCE ONLY. SEE PLUMBING DRAWINGS FOR TYPE AND LOCATION REQUIRED.



④ LEVEL 1 PLUMBING DRAIN PLAN  
1/4" = 1'-0"

PLUMBING DRAIN SCHEDULE				
ITEM NO	DIRECT DRAIN SIZE (IN)	DIRECT DRAIN AFF (IN)	DIRECT DRAIN REMARKS	INDIRECT DRAIN REMARKS
4				
4.1				CONNECT TO FLOOR SINK
4.2				PLUMBER TO RUN TO FLOOR SINK
8	2"	18"	CONNECT TO HAND SINK DRAIN	
10				CONNECT TO FLOOR SINK
11				PLUMBER TO RUN TO FLOOR SINK
15				CONDENSATE PAN DRAIN
16				PLUMBER TO RUN TO FLOOR SINK
21				PLUMBER TO RUN TO FLOOR SINK
23				INSTALL DRAIN TEMPERING KIT
28				CONNECT TO FLOOR SINK
30				CONNECT TO FLOOR SINK



② LEVEL 1 ELECTRICAL PLAN  
1/4" = 1'-0"

ELECTRICAL SCHEDULE										
ITEM NO	QTY	VOLTS	PHASE	AMPS	HP	DIRECT	PLUG	NEMA	ELECTRICAL A.F.F. (IN)	EQUIPMENT CATEGORY
4	1	120	1	18.4						ICE MAKER
11	1	120	1	3.8						DISH-IN COLD PAN
12	2	120	1	13			X	6-50P		BLENDER
13	1	208	1	39.5						FINISHING CHURN
14	1	208	1	36.9						COFFEE MACHINE
16	1	120-240	1	10.92						REFRIGERATED BAKERY CASE
20	1	120	1	30.0			X	4P		POCK REGISTER
23	1	240	1	30.5					30"	UNDERBAR GLASSWASHER
28	1	120/220	1	2.4						HOT WATER DISPENSER
30	1	120	1	4.2 A						CHEESE DISPENSER

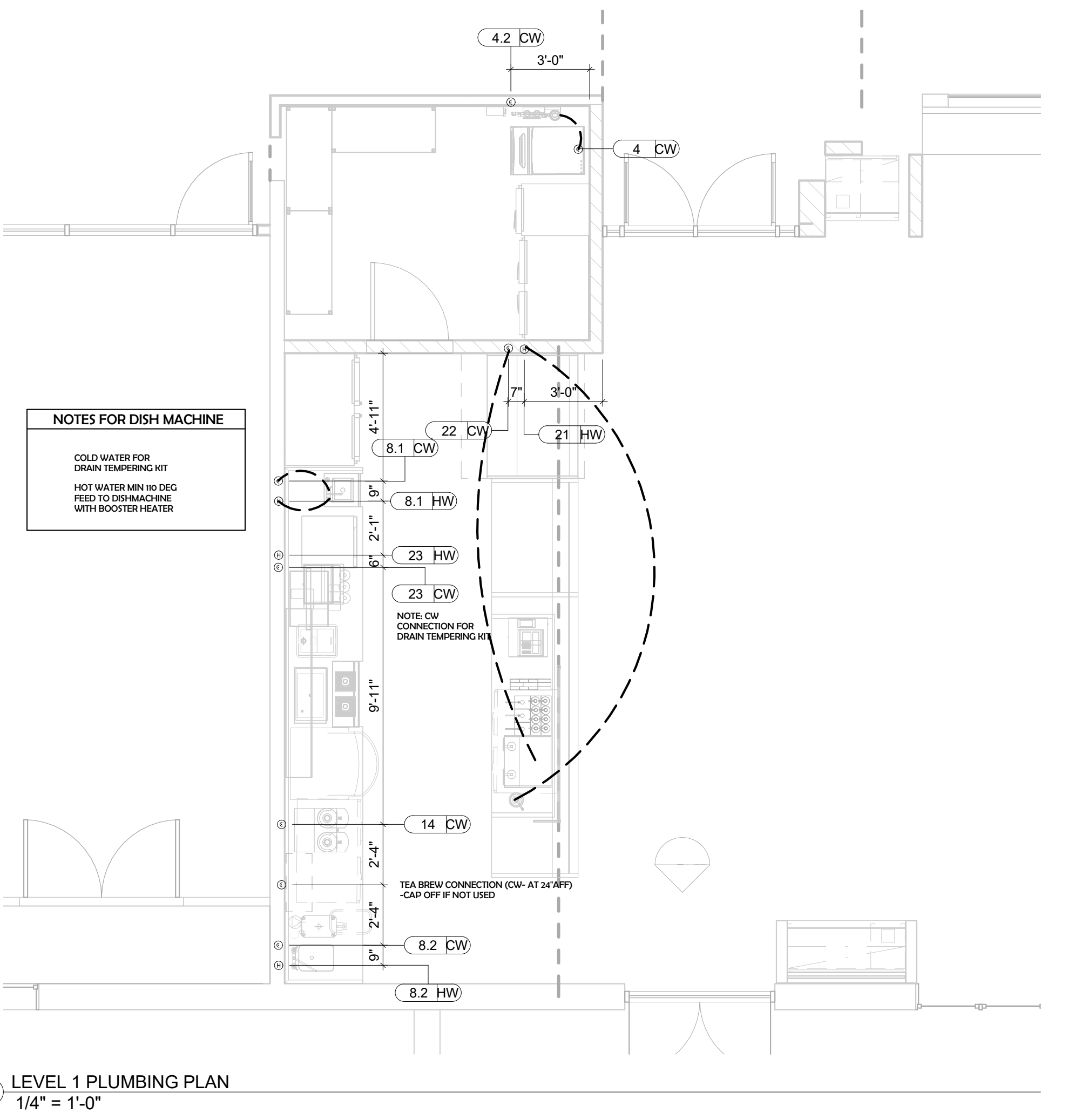
ELECTRICAL SYMBOLS/ABBREVIATION

TAG LEGEND	(ITEM #)	
○	SYMBOLS	
○	JUNCTION BOX (J-BOX)	
○	EQUIPMENT CONNECTION	
○	QUAD RECEPTACLE (QR)	
○	SINGLE CONVENIENCE OUTLET (SCO)	
○	POS RECEPTACLE (DEDICATED)	
○	DISCONNECT	
○	FLOOR RECEPTACLE	
○	LIGHT INDICATION	
○	BREAKER PANELBOARD	
○	SWITCH AS NOTED	
○	FLOURESCENT LIGHT FIXTURE	
○	HEATING ELEMENT	
○	ABBREVIATIONS	
○	CORO & PLUG	
○	ELEVATION ABOVE FINISHED FLOOR	
○	AMPERES	
○	VOLTS	
○	WATTS	
○	PHASE	
○	AF	ABOVE FINISHED FLOOR
○	AD	DOWN FROM ABOVE
○	BR	BRANCH TO CONNECTION POINT AND CONNECT EQUIP
○	SU	STUB UP ABOVE FINISHED FLOOR
○	HP	HORSE POWER
○	KW	KILOWATTS
○	DC	DIRECT CONNECTION
○	FS	FOOD SERVICE EQUIPMENT CONTRACTOR
○	EX	EXISTING

**NOTES**

- ALL ELECTRICAL OUTLETS SHOWN ON THIS PLAN ARE FOR FIXTURES SPECIFIED AS FURNISHED BY THE KITCHEN EQUIPMENT CONTRACTOR. FOR FURTHER BUILDING ELECTRICAL REQUIREMENTS (TELEPHONES, CLOCKS, SIGNS, EXHAUST FAN SWITCHING, ETC.) SEE OTHER PLANS.
- ALL DIMENSIONS GIVEN ARE 1 FEET AND INCHES AND ARE FROM CENTERLINE AND/OR FINISHED WALLS. ELEVATIONS GIVEN ARE FROM FINISHED FLOOR TO CENTERLINE OF OUTLET. ALL DIMENSIONS SHOWN ARE TO BE RUN INSIDE WALLS (EXCEPT STUB-UPS). LOCATION INDICATES POINT OF EXIT FROM WALLS, CEILING OR FLOOR. ALL CONVENIENCE OUTLETS ARE TO SET HORIZONTALLY. ALL 120 VOLT OUTLETS NOT DESIGNATED WITH SPECIFIC LOADS TO BE RATED AT 20.0 AMPS.
- ELECTRICIAN TO CONNECT ALL ELECTRICAL EQUIPMENT AND FIXTURES AND DO ANY INTERNAL WIRING REQUIRED IN THE FIXTURES AS REQUIRED BY THE SPECIFICATIONS. ALL ELECTRICAL OUTLET COVER PLATES ARE TO BE STAINLESS STEEL AND ARE TO BE FURNISHED BY THE ELECTRICIAN, AS WELL AS THE RECEPTACLE, UNLESS OTHERWISE SPECIFIED IN THE ITEM SPECIFICATIONS. KITCHEN EQUIPMENT SUPPLIER TO FURNISH A GALVANIZED JUNCTION BOX IN THE FUTURE OUTLET TO RECEIVE THE RECEPTACLE, UNLESS OTHERWISE NOTED. ALL DISCONNECT SWITCHES REQUIRED ARE TO BE FURNISHED AND INSTALLED BY THE ELECTRICIAN AT TIME OF INSTALLATION.
- ALL ELECTRICAL OUTLETS SHOWN ON THIS PLAN ARE FOR FIXTURES SPECIFIED AS FURNISHED BY THE KITCHEN EQUIPMENT CONTRACTOR. FOR FURTHER BUILDING ELECTRICAL REQUIREMENTS (TELEPHONES, CLOCKS, SIGNS, EXHAUST FAN SWITCHING, ETC.) SEE OTHER PLANS.
- IF ELECTRICAL OUTLETS AND/OR RECEPTABLES ARE CHANGED FROM "STUB-UP" TO "WALL-MOUNTED", THE "WALL-MOUNTED" OUTLETS AND/OR RECEPTABLES ARE TO BE SET AT 12" A.F.F.
- ELECTRICAL CONDUIT TO BE PROVIDED & INSTALLED BY ELECTRICAL CONTRACTOR.

PLUMBING WATER SCHEDULE				
ITEM NO	Description	COLD WATER SIZE (IN)	COLD WATER AFF (IN)	PLUMBING REMARKS
4	ICE MAKER	3/4"	72"	CONNECT TO FILTER (ITEM 4.2)
4.2	FILTER SYSTEM	1/2"	15"	CONNECT TO WATER FILTER
8.1	DISH MOUNT FAUCET	1/2"	15"	CONNECT TO DISH MOUNT FAUCET
8.2	DISH MOUNT FAUCET	1/2"	15"	CONNECT TO DISH MOUNT FAUCET
14	COFFEE MACHINE	1/4"	48"	CONNECT TO COFFEE MACHINES
21	DISHWER WASH	1/2"	4"	CONNECT TO DISHWER WASH
23	UNDERBAR GLASSWASHER	3/4"	0"	CONNECT TO UNDERBAR GLASSWASHER



⑤ LEVEL 1 PLUMBING PLAN  
1/4" = 1'-0"

WALL BACKING SCHEDULE	
ITEM NO	WALL BACKING DESCRIPTION
4.2	WALL BACKING FROM 60" TO 96" FOR WATER FILTER
8	WALL BACKING FROM 60" TO 96" FOR WALL SHELF

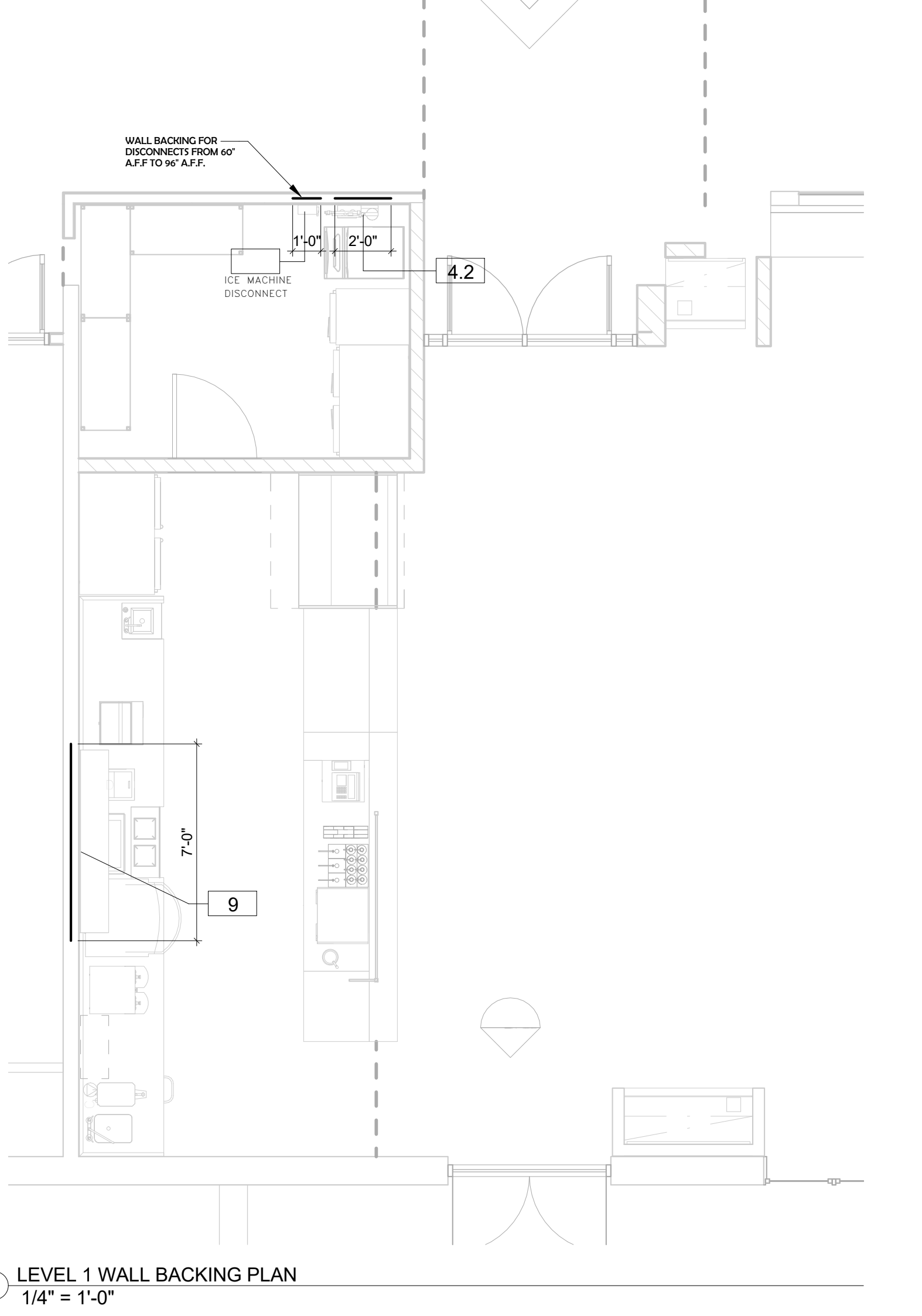
**GENERAL NOTES**

- THE GENERAL CONTRACTOR SHALL PROVIDE WOOD BACKING OF SUFFICIENT SIZE TO ANCHOR ALL TOILET PARTITIONS LAVATORIES, TABLE TOPS, PAV PHONES, ETC.

**NOTE:**  
CONTRACTOR TO USE THIS DRAWING IN CONJUNCTION WITH KITCHEN EQUIPMENT DRAWINGS

--- BACKING = 14 GAUGE GALVANIZED SHEET METAL  
- - - - - BLOCKING = 2" X - - - - - SOLID STRUCTURAL WOOD SUPPORT

⑦ WALL BACKING GENERAL NOTES  
1/8" = 1'-0"



⑥ LEVEL 1 WALL BACKING PLAN  
1/4" = 1'-0"



Pinecrest Community Center

11200 SW 57 AVE.  
PINECREST, FL

Foodservice Design

OWNER  
Village of Pinecrest

NO.	REVISIONS/SUBMISSIONS	DATE
	ISSUED FOR CONSTRUCTION	10-03-2016

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TELEPHONE: 352/870-7070  
ATTN: CASHY MACCANNELL  
EMAIL: CASHY@NEUGREEN.NET

SHEET TITLE

FOODSERVICE ROUGH-INS

SEAL	ISSUE DATE	03/04/16
	PROJECT NO.	2081
	DRAWING NO.	

FS-2

DATE: \_\_\_\_\_  
RICHARD J. HEISENBOTTLE  
FL REGISTRATION No. AR 010285

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ITEM # 1                    SPARE NO. <Spare No.>

ITEM # 2                    REACH-IN FREEZER  
Dimensions:                83.25(h) x 24(w) x 35(d)  
Quantity:                    One (1)  
Manufacturer:               Traulsen  
Model:                        RLT132DUT-HHS

One (1) Model RLT132DUT-HHS Spec-Line Freezer, Reach-in, 24" wide, 17.7 cu. ft., self-contained refrigeration, stainless steel exterior and interior, standard depth, half-height doors, INTELA-TRAUL™ microprocessor controls, unit can be programmed to operate at -10 degrees fahrenheit, cULus, NSF

One (1) 115v/60/1ph, 11.5 amps, NEMA 5-15P, with cord & plug attached, standard

One (1) 3 year service/labor, 5 year compressor warranty, standard

One (1) Door hinged on left

One (1) Casters, 6" high (set of 4)

ITEM # 3                    REACH-IN REFRIGERATOR  
Dimensions:                83.25(h) x 58(w) x 35(d)  
Quantity:                    One (1)  
Manufacturer:               Traulsen  
Model:                        RHT232WUT-FHS

One (1) Model RHT232WUT-FHS Spec-Line Refrigerator, Reach-in, two-section, 51.6 cu. ft., self-contained refrigeration, stainless steel exterior and interior, standard depth, wide full-height door or doors with Santoprene® EZ-Clean Gaskets, INTELA-TRAUL™ microprocessor controls, 6" adjustable stainless steel legs, 5/8 HP, cULus, NSF, ENERGY STAR®

One (1) 115v/60/1ph, 8.2 amps, with cord & NEMA 5-15P, standard

One (1) 3 year service/labor, 5 year compressor warranty, standard

One (1) Left door hinged left/right hinged right, standard

One (1) Casters, 6" high (set of 4)

ITEM # 4                    ICE CUBER  
Dimensions:                21.5(h) x 22(w) x 24.5(d)  
Quantity:                    One (1)  
Manufacturer:               Manitowoc  
Model:                        ID-0522A

One (1) Model ID-0522A Indigo™ Series Ice Maker, cube-style, air-cooled, self-contained condenser, 22"W x 24-1/2"D x 21-1/2"H, up to 475-lb approximately/24 hours, DuraTech™ exterior (stainless finish with innovative clear-coat resists fingerprints & dirt), dice size cubes (not stackable)

One (1) 3 year parts & labor Commercial warranty

One (1) 5 year parts & labor Commercial warranty on evaporator

One (1) 5- year parts & 3- year labor Commercial warranty on compressor

One (1) (-161) 115v/60/1ph, 14.4 amps

One (1) Model X Factory Built-In LuminIce II Growth Inhibitor, comes pre-installed in ice machine (Add "X" to end of Indigo model number)

ITEM # 4.1            ICE BIN FOR ICE MACHINES  
Dimensions:        50(h) x 22(w) x 34(d)  
Quantity:            One (1)  
Manufacturer:        Manitowoc  
Model:                B-420

One (1) Model B-420 Ice Bin, 22"W, 34"D, 50"H, with top-hinged front-opening door, approximately 310 lb ice storage capacity, for top-mounted ice maker, stainless steel exterior

One (1) 3 year parts & labor Commercial warranty

One (1) 6" adjustable stainless steel legs, standard

ITEM # 4.2            WATER FILTER ASSEMBLY  
Dimensions:        25.5(h) x 20.5(w) x 7(d)  
Quantity:            One (1)  
Manufacturer:        Everpure  
Model:                EV979722

One (1) Model EV979722 KleenSteam® II Twin System, total system for boiler base steamers, 5.0 gpm flow rate, deliming (2) 7CB5 carbon filter, SS-10 scale inhibitor Cartridge, dip tube, pressure gauge, water shut-off valve & wall bracket

ITEM # 5              WIRE SHELVING UNIT  
Dimensions:        74(h) x 48(w) x 21(d)  
Quantity:            Three (3)  
Manufacturer:        Metro  
Model:                5N457BR

Three (3) Model 5N457BR Super Erecta® Starter Shelving Unit, 48"W x 21"D x 74"H (5) wire shelves (4) posts, Super Erecta Brite™ finish (shipped unassembled)

ITEM # 6              REACH-IN DISPLAY REFRIGERATOR, 2 SECTIONS  
Dimensions:        83.25(h) x 52.13(w) x 35(d)  
Quantity:            One (1)  
Manufacturer:        Traulsen  
Model:                RHT232NUT-HHG

One (1) Model RHT232NUT-HHG Spec-Line Refrigerator, Reach-in Display, two-section, 46.0 cu. ft., self-contained refrigeration, stainless steel exterior and interior, standard depth, narrow half-height glass door or doors with Santoprene® EZ-Clean Gaskets, interior incandescent lights, INTELA-TRAUL™ microprocessor controls, 6" adjustable stainless steel legs, 1/2 HP, cULus, NSF, ENERGY STAR®

One (1) 115v/60/1ph, 10.4 amps, with cord & plug attached, standard

One (1) 3 year service/labor, 5 year compressor warranty, standard

One (1) Left door hinged left/right hinged right, standard

ITEM # 7 SPARE NO. <Spare No.>

ITEM # 8 BACK SERVICE COUNTER

Dimensions:

Quantity: One (1)

Manufacturer: Custom

Model: CUSTOM

One (1) Model CUSTOM Back Service Counter, custom fabricated: 14 gauge s/s top with 2" turndown on front, 6" backsplash on back and sides . Provide a recessed area for a hand sink 12" x 16" x 9" deep on right end of counter, provide soap dispenser and towel dispenser built into face of cabinet. Provide 12"x!6" x 10" deep single bowl dump sink, welded to top. 18-gauge s/s closed cabinet base construction. Provide area in cabinet base for item # 27 trash receptacle. Provide door as indicated on elevations for access to grease interceptor (#30) and detergent bottles, door to be s/s double pan door with 3 lift off hinges with a nonmagnetic catch. Provide intermediate shelf in one section as shown. Provide lowered shelf for blenders, install receptacles on vertical back. provide cutouts for cold well (#11) and drop-in Ice chest (#10). provide space for U/C refrigerator (#15) and u/c dish machine (#29) . provide lift off access panel for ice bin. 1 5/8" o.d s/s tubular legs with adjustable s/s bullet feet. See elevations for more information and details, Size and shape per plan.

ITEM # 8.1 DECK MOUNT FAUCET

Dimensions:

Quantity: One (1)

Manufacturer: T&S Brass

Model: B-1110

One (1) Model B-1110 Faucet, 6" swing nozzle, deck mounted

ITEM # 8.2 DECK MOUNT FAUCET

Dimensions:

Quantity: One (1)

Manufacturer: T&S Brass

Model: B-0221

One (1) Model B-0221 Mixing Faucet, deck mount, 12" swing nozzle, 8" centers on deck faucet with 1/2" IPS eccentric flanged female inlets, lever handles

One (1) Model B-0425 Supply Nipple Unit, 1/2 x 2

One (1) Model B-0425-M Supply Nipple Unit, 1/2 x 2 (master carton of 2 units)

ITEM # 9 S/S WALLSHELF WITH MILLWORK COVER

Dimensions:

Quantity: One (1)

Manufacturer: Fabricated

Model: CUSTOM

One (1) Model CUSTOM

ITEM # 10 DROP-IN ICE BIN  
Dimensions: 14.25(h) x 19(w) x 15.25(d)  
Quantity: One (1)  
Manufacturer: Atlas Metal  
Model: WB-15

One (1) Model WB-15 Ice Chest, drop-in, non-mechanical, 19" wide, without cold plate, stainless steel top & inner liner, galvanized steel outer liner, approximately 40 lb. ice capacity, fully insulated with hinged lift-off lids, 13-1/2" x 17-1/4" cut-out required  
One (1) NOTE: 3/4" diameter threaded drain is provided

ITEM # 11 COLD FOOD WELL UNIT, DROP-IN, REFRIGERATED  
Dimensions: 23.5(h) x 15(w) x 26(d)  
Quantity: One (1)  
Manufacturer: Vollrath  
Model: 36490

One (1) Model 36490 1-PAN STANDARD REFRIGERATED COLD PAN DROP-IN, 18/8 stainless steel, drip free flange, polyurethane foam insulated, 8" deep well, lead time 3-5 business days plus day for order entry, UL, Made in USA

ITEM # 12 BAR BLENDER  
Dimensions: 19.5(h) x 9(w) x 9.5(d)  
Quantity: Two (2)  
Manufacturer: Waring  
Model: MX1500XTXP

Two (2) Model MX1500XTXP Xtreme High-Power Blender, heavy duty, featuring the new CAC93X The Raptor™ 48oz. BPA-Free Copolyester container, electronic membrane keypad, LCD display with blue backlight, (4) reprogrammable blending stations, sound enclosure, one piece removable jar pad, unbreakable polycarbonate container, 120V, 3.5 HP, NSF, CUL & UL listed

ITEM # 13 COUNTERTOP OVEN  
Dimensions: 19.9(h) x 29.3(w) x 37.3(d)  
Quantity: One (1)  
Manufacturer: Ovention  
Model: M360-12

One (1) Model M360-12 Precision Impingement Cook Oven, electric, ventless, countertop, (2) cooking surfaces, FlexTemp, one-touch display, USB menu, up to 600 pre-programmed cooking settings, stainless steel exterior, 25/28 amps, 208/240v/60/1-ph, NEMA 6-30P

- One (1) Model OVNTN-HRP-12 Pan, half-round, 12", for M360-12
- One (1) Model OVNTN-HRS-12 Screen, half-round, 12", for M360-12

ITEM # 14                    COFFEE MACHINE

Dimensions:

Quantity:                    One (1)

Manufacturer:                FETCO

One (1) BY OWNERS VENDOR

ITEM # 15                    REACH-IN UNDERCOUNTER REFRIGERATOR

Dimensions:                  35.5(h) x 48(w) x 30.88(d)

Quantity:                    Two (2)

Manufacturer:                Traulsen

Model:                        UHT48-LR

Two (2) Model UHT48-LR Dealer's Choice Compact Undercounter Refrigerator, Reach-in, two-section, 48" wide, stainless steel exterior top, sides & door with Santoprene® EZ-Clean Gasket, hinged left/right, anodized aluminum interior, galvanized exterior back & bottom, rear-mounted self-contained refrigeration, (4) 6" adjustable legs, 1/5 hp, cULus, NSF, ENERGY STAR®

Two (2) 3 year service/labor & 5 year compressor warranty, standard

Two (2) 115v/60/1ph, 6.3 amps, 8' cord, NEMA 5-15P

Two (2) Model CASTER 2SET4 Casters, 2-3/4", set of 4, for 48" models

ITEM # 16                    SERVICE/SELF-SERVICE COMBO MERCHANDISER

Dimensions:                  53(h) x 58(w) x 42(d)

Quantity:                    One (1)

Manufacturer:                Structural Concepts

Model:                        HOU5652R

One (1) Model HOU5652R Encore® Service/Self-Service Combo Merchandiser, 58"W, upper: curved lift-up front glass, clear glass rear sliding doors without lock, lighted glass shelf in upper display with center glass divider, convertible refrigeration, lower: open self-service refrigerated, top light, sheet metal deck, black interior, black trim, (2) cutaway end panels with mirror, Breeze™ with EnergyWise self-contained refrigeration system, cETLus, ETL-Sanitation

One (1) NOTE: If GFCI is required, a GFCI breaker MUST be used in lieu of a GFCI receptacle

One (1) NOTE: 43" minimum entry door clearance required (with out shipping skid)

One (1) 1 yr. parts & labor warranty, 5 yr. compressor warranty, standard

One (1) Slide out self-contained refrigeration system, standard

One (1) 220v/60/1ph, 10.92 amps, 3-wire plus ground required, cord with NEMA 14-20P

One (1) NOTE: Compressor air intake from rear & out front panel, front panel cannot be blocked (Not applicable with remote refrigeration option)

- One (1) Base Support: Units are supplied with levelers extended 1-1/4" & MUST be adjusted during installation to ensure unit is level for operation
- One (1) LED 3500K lights (MUST BE CHOSEN WHEN CASE IS ORDERED)
- One (1) Price tag moulding (matches trim color)
- One (1) Interior: Stainless steel in lieu of standard black
- One (1) Exterior: Wilsonart or Formica NON-PREMIUM laminate (Color chart available from factory rep or access color selections via [www.wilsonart.com](http://www.wilsonart.com) or [www.formica.com](http://www.formica.com))
- One (1) NOTE: SCC will not be responsible for additional charges incurred for Premium or other Manufacturer's laminate selections not originally quoted
- One (1) Rear Exterior: White, standard
- One (1) Trim: Black, standard
- One (1) Upper Rear: Clear glass rear sliding doors, standard
- One (1) Lower Display: 2"H Display step (n/a with shelf)

ITEM # 17                      FRONT SERVICE COUNTER  
 Dimensions:  
 Quantity:                      One (1)  
 Manufacturer:                By Millwork Contractor  
 Model:                         CUSTOM

One (1) Model CUSTOM Front Service Counter by Millwork Contractor. See Architectural drawings for millwork plans, elevations and details.

ITEM # 19                      SPARE NO. <Spare No.>

ITEM # 20      POS REGISTER  
 Dimensions:  
 Quantity:                      One (1)  
 Manufacturer:                By Owner

One (1) By Owners vendor

ITEM # 21                      DIPPER WELL  
 Dimensions:  
 Quantity:                      One (1)  
 Manufacturer:                Fisher  
 Model:                         3041

One (1) Model 3041 Dipperwell Faucet and Sink, 6-7/8" diameter, 1-1/2" x 4" tailpiece, 40° - 140°F system limits, 200 psi maximum static pressure limit, stainless steel seat faucet, stainless steel pan with removable inner shell

ITEM # 22                      ESPRESSO CAPPUCCINO MACHINE  
 Dimensions:                18.9(h) x 30.7(w) x 22.1(d)  
 Quantity:                      One (1)  
 Manufacturer:                Rancilio Group North America

Model: EPOCA E2

One (1) Model EPOCA E2 Epoca E Espresso Machine, full automatic, 2 group, 11 liter boiler, electronic automatic water level, built-in volumetric pump, CE, cETLus, ETL Sanitation

One (1) Installation

One (1) 1 year parts, 1 year labor warranty

One (1) 220v/61-ph, 20 amp, NEMA L6-20P, standard

One (1) Metallic red

One (1) YouSteam manual steam wand

One (1) Model PURITY C300 SYSTEM Purity C300 Starter Kit, with variable head 3/8" NPT, 1585 gallon capacity at 5GPG, carbon & resin reduces chlorine taste & odor, scale inhibitor, IntelliBypass, adjustable bypass setting (0% to 70%), vertical or horizontal operation (1 per pack)

ITEM # 23 DISHWASHER, UNDERCOUNTER  
Dimensions: 32.5(h) x 23.94(w) x 25.56(d)  
Quantity: One (1)  
Manufacturer: Hobart  
Model: LXEH-2

One (1) Model LXEH-2 LXe Dishwasher, undercounter, 23-15/16"W x 23-9/16"D x 32-1/2"H, high temperature sanitizing, (32) racks/hr, fresh water rinse, .74 gal/rack, delime notification, auto chemical priming, service diagnostics, detergent & rinse aid pump, 120/208-240(3W)/60/1-ph, 30.5 amps, cULus, NSF, ENERGY STAR®

One (1) Standard warranty - 1-Year parts, labor & travel time during normal working hours

One (1) Model DWT-LXE Drain water tempering kit for LXe

One (1) On-site DWT installation by local Hobart Service Office (this price is available only if the local Hobart Service Office completes the installation of the dishwasher within a 50 mile radius and during normal business hours). Price is available only with machine purchase (if purchased separately local installation rates will apply)

One (1) Model DISHRAK-COM20 Combination rack

One (1) Model CORD-PWRKIT-LXEH Power cord kit, for 120/208-240(3w)/60/1 voltage

One (1) Model PRESREG-3/40BR 3/4" brass pressure regulator

One (1) Model COVER-TRIM-LXE Trim Cover

ITEM # 24 CONDIMENT COUNTER  
Dimensions:  
Quantity: One (1)  
Manufacturer: By Millwork Contractor  
Model: CUSTOM

One (1) Model CUSTOM Trash Counter by Millwork Contractor. See Architectural drawings for millwork plans, elevations and details.

ITEM # 25                    TRASH COUNTER  
Dimensions:  
Quantity:                    One (1)  
Manufacturer:                By Millwork Contractor  
Model:                        CUSTOM

One (1) Model CUSTOM Trash Counter by Millwork Contractor. See Architectural drawings for millwork plans, elevations and details.

ITEM # 26                    JUICER  
Dimensions:                 33.5(h) x 18.5(w) x 21.6(d)  
Quantity:                    One (1)  
Manufacturer:                Zumex USA  
Model:                        VERSATILE PRO

One (1) Model VERSATILE PRO Versatile Pro Juicer Digital, counter top, total and partial fruit counter, 27 fruits per minute, high capacity hopper: 22 lbs (10kg), intuitive “Touch Control” digital display, 23 language settings, operation can be configured for: Self-Service (with anti-drip tap with lock for use in continuous operation) and Professional Mode (program and squeeze the desired number of fruits to be squeezed), integrated peel bucket, IPX4 waterproof specification, double magnetic safety detectors and electronic motor protection, 0.50 HP, 115v/60/1-ph, 380 watts, 2.7 amps, UL, NSF  
One (1) Limited 2-year warranty, standard  
One (1) Graphite  
One (1) Model ELEVATION KIT Elevation Kit, set of risers, for Essential/Versatile machines  
One (1) Model COUNTERKIT E/V Countertop Kit, allows peel to fall into a bucket underneath, for Essential & Versatile Juicers

ITEM # 27                    GARBAGE CAN  
Dimensions:  
Quantity:                    One (1)  
Manufacturer:                SpecialMade  
Model:                        SMFG354000BLA

One (1) Model SMFG354000BLA Slim Jim® Waste Container, 23 gallon, 20"W x 11"D x 30"H, general purpose waste, open type without lid, high-impact plastic construction, black

ITEM # 28                    HOT WATER BOILER  
Dimensions:                 29.63(h) x 10.13(w) x 23.63(d)  
Quantity:                    One (1)  
Manufacturer:                FETCO  
Model:                        IP44-HWB-5

One (1) Model IP44-HWB-5 IP44 Martime Hot Water Boiler, electric, automatic, 5 gallon, insulated side & top, top mounted controls, drain valve, faucet guard protector,

controlled refill to maintain consistent temperature out of the faucet no matter how full the boiler, stainless steel construction

One (1) NOTE: Pricing and specifications subject to change with or without notice - Please call 1.800.FETCO.99 for confirmation

One (1) Circuit board: 3 year parts & 1 year labor warranty, standard

One (1) Electro-mechanical parts: 2 year parts & 1 year labor warranty, standard

One (1) All other parts: 1 year parts & 1 year labor warranty, standard

One (1) Model H05041MIP 1 x 3.0 kW heater, 220-240v, 1-ph, 2+G wires, 2.6-3.1 kW, hardwired, 11.8 - 12.9 max amp draw, 6.0 - 7.0 gallons per hour

One (1) Model A039 Everpure® In-Line Water Filtration System, includes: filter head, connector hose, cartridge, & mounting hardware

One (1) Model A137 Drip Tray, freestanding, square

ITEM # 29                      SPARE NO.   <Spare No.>

ITEM # 30                      BY GC. AUTOMATIC GREASE REMOVAL SYSTEM, EXTERIOR MADE OF 304 S/S W/ BRIGHT FINISH, COMPACT FOOTPRINT, COMPLETE WITH 24-HOUR TIMER AND GREASE COLLECTOR, MAX. INLET FLOW RATE 15 GPM.

Dimensions:

Quantity:                      One (1)

Manufacturer:                THERMACO BIG DIPPER

Model:                         W-150-IS

One (1) Model W-150-IS BY GC. Automatic Grease Removal System, Exterior made of 304 S/S w/ bright finish, Compact footprint, Complete with 24-hour timer and grease collector, Max. inlet flow rate 15 GPM.



**PINECREST COMMUNITY CENTER**  
 5855 KILLIAN DRIVE,  
 PINECREST, FL 33156

**RENOVATION & ADDITION**

OWNER  
**VILLAGE OF PINECREST**  
 12645, PINECREST PARKWAY  
 PINECREST, FL 33156

NO.	REVISIONS/SUBMISSIONS	DATE
	BID SET	07/08/2016
	ADDENDUM 3	08/17/2016
1	PLAN CHECK CORRECTIONS	05/05/2016
2	PLAN CHECK CORRECTIONS	05/25/2016
3	OWNER'S REVISIONS/INDOOR PLAYROOM	10/12/2016

**PROJECT TEAM**

**RJ HEISENBOTTE ARCHITECTS**  
 2199 PONCE DE LEON BLVD, STE 400  
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 WWW.RJH.ANET  
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 FLORIDA REGISTRATION NUMBER: AR 0010865

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 5040 N.W. 7TH STREET, SUITE 820  
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**MECHANICAL/ELECTRICAL/PLUMBING**  
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 2510 NW 97th AVE., SUITE 220  
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 FLORIDA REGISTRATION NUMBER: EB 4290

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**SUSTAINABILITY CONSULTANT**  
**NEUGREEN, LLC**  
 PO BOX 111283  
 NAPLES, FL 34108  
 TELEPHONE: 352/870-7070

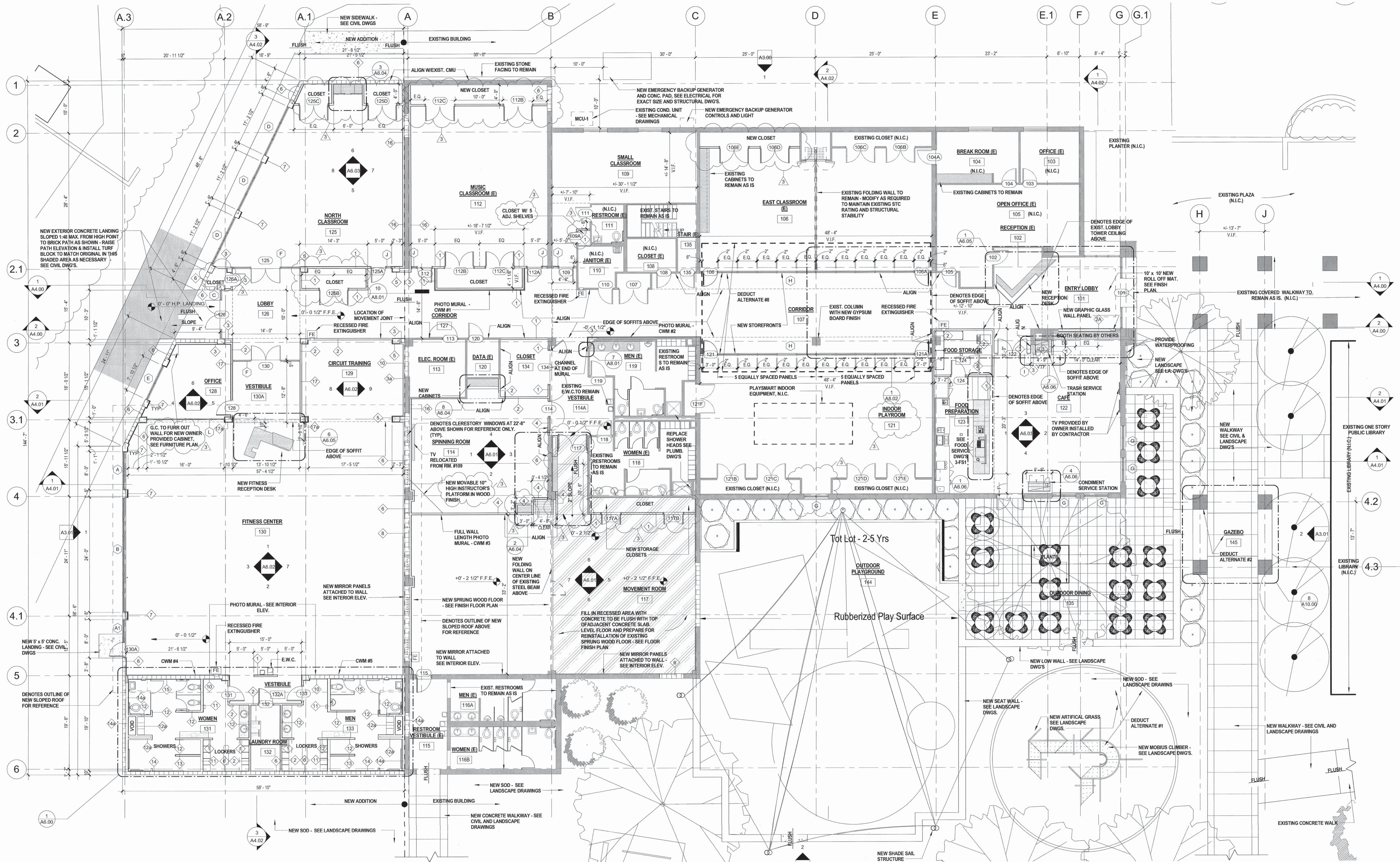
**FOOD SERVICE CONSULTANT**  
**LGM DESIGN GROUP, INC.**  
 1533 DALE MABRY HWY, SUITE 101  
 LUTZ, FL 33548  
 TELEPHONE: 813/948-9100

**SHEET TITLE**

**FLOOR PLAN**

DATE	ISSUE DATE
07.08.2016	07.08.2016
PROJECT NO. 15-3407	
DRAWING NO.	

DATE: 10.27.16  
**A2.01**



1 FLOOR PLAN  
 A2.01 1/8" = 1'-0"



**LEGEND**

	EXISTING DOOR TO REMAIN		ROOM NUMBER
	DOOR NUMBER		EXISTING ROOM NUMBER
	NEW DOOR		NEW WALL / PARTITION
	DOOR NUMBER		STOREFRONT / WINDOW NUMBER
	WALL TYPE. SEE PARTITION TYPES SHEET.		NEW BLOCK WALL

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**PINECREST COMMUNITY CENTER**

5855 KILLIAN DRIVE,  
PINECREST, FL 33156

**RENOVATION & ADDITION**

OWNER  
**VILLAGE OF PINECREST**  
12645, PINECREST PARKWAY  
PINECREST, FL 33156

NO.	REVISIONS/SUBMISSIONS	DATE
1	BID SET	07/08/2016
3	OWNER'S REVISIONS/INDOOR PLAYROOM	10/12/2016

**PROJECT TEAM**

**RJ HEISENBOTTLE ARCHITECTS**

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**FOOD SERVICE CONSULTANT**  
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TELEPHONE: 813/948-9100

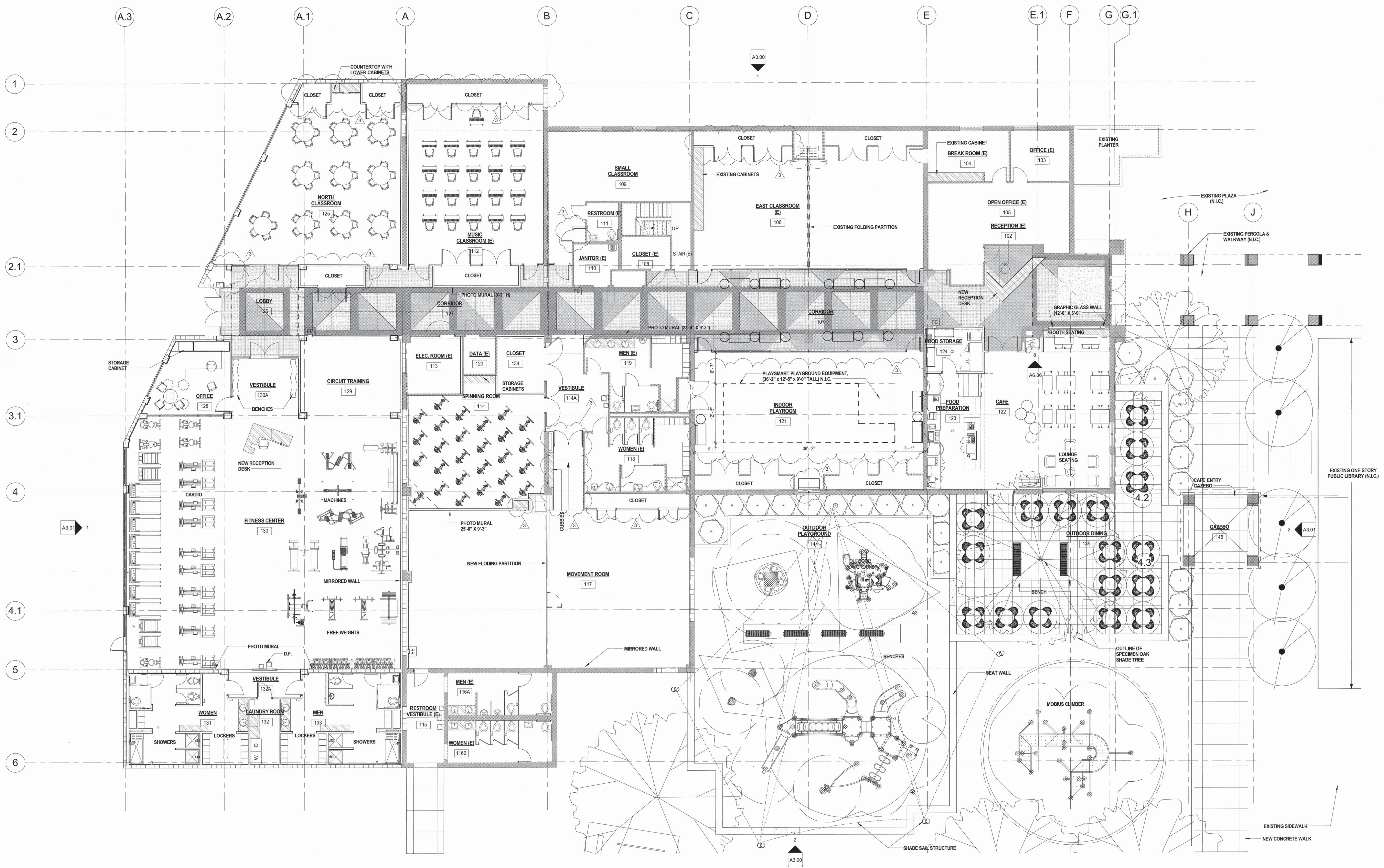
**SHEET TITLE**

**FURNITURE / EQUIPMENT PLAN**

SEAL	ISSUE DATE	07.08.2016
	PROJECT NO.	15-3407
	DRAWING NO.	

DATE: 10.21.16  
RICHARD J. HEISENBOTTLE  
FL REGISTRATION No. AR 0010865

**A2.05**



1 FURNITURE / EQUIPMENT PLAN  
A2.05 1/8" = 1'-0"

NOTE:  
1. ALL LOOSE FURNITURE, AND EXERCISE EQUIPMENT TO BE PROVIDED BY OWNER AND NOT IN THIS CONTRACT.  
2. REFER TO A2.06 INTERIOR DESIGN FURNITURE LAYOUT AND SCHEDULE FOR ALL SPECIFIED FURNITURE PIECES.

**CAFE DINING SEATING COUNT:**

CAFE:	24
LOUNGE:	10
TOTAL CAFE SEATS:	34
OUTDOOR DINING:	68
TOTAL DINING SEATS:	102



**PINECREST COMMUNITY CENTER**  
5855 KILLIAN DRIVE,  
PINECREST, FL 33156

**RENOVATION & ADDITION**

**OWNER**  
VILLAGE OF PINECREST  
12645, PINECREST PARKWAY  
PINECREST, FL 33156

NO.	REVISIONS/SUBMISSIONS	DATE
1	BID SET	07/08/2016
3	OWNER'S REVISIONS/INDOOR PLAYROOM	10/12/2016

**PROJECT TEAM**

**RJ HEISENBOTTE ARCHITECTS**  
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**LANDSCAPE ARCHITECT**  
CURTIS + ROGERS DESIGN STUDIO  
7520 S. RED ROAD, SUITE M  
SOUTH MIAMI, FL 33143  
TELEPHONE: 305/442-1774

**STRUCTURAL ENGINEER**  
DOUGLAS WOOD & ASSOCIATES, INC.  
5040 N.W. 77TH STREET, SUITE 820  
MIAMI, FLORIDA 33126  
TELEPHONE: 305/461-3450 FAX: 305/461-3650  
FLORIDA REGISTRATION NUMBER: EB 6353

**MECHANICAL/ELECTRICAL/PLUMBING FIRE PROTECTION ENGINEER**  
JALRW ENGINEERING GROUP, INC.  
2510 NW 97TH AVE., SUITE 220  
DORAL, FL 33172  
TELEPHONE: 305/594-0660 FAX: 305/594-0907  
FLORIDA REGISTRATION NUMBER: EB 4290

**INTERIORS CONSULTANT**  
MC DESIGNERS  
3651 SW 139TH CT.  
MIAMI, FL 33175  
TELEPHONE: 305/225-5177

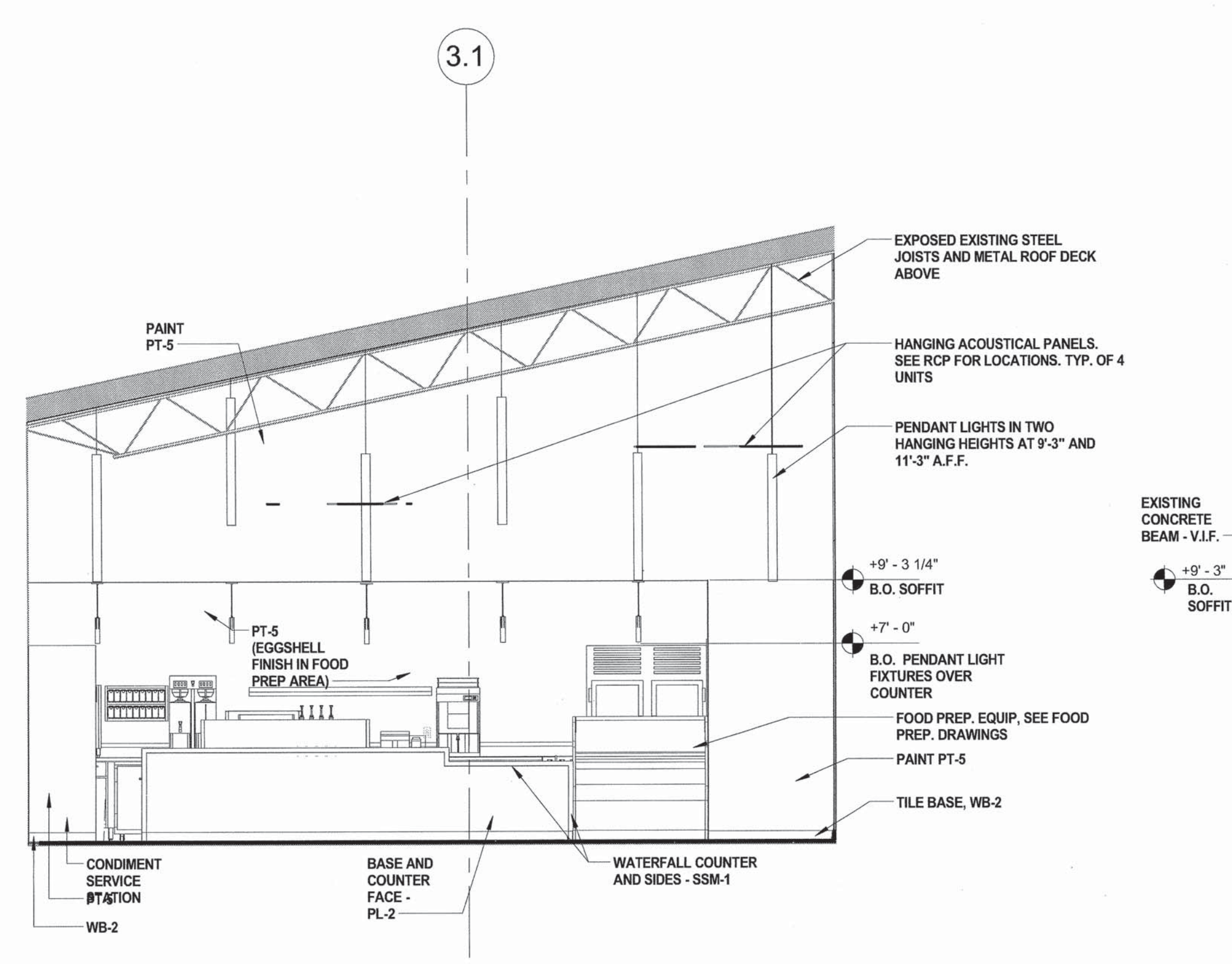
**SUSTAINABILITY CONSULTANT**  
NEUGREEN, LLC  
PO BOX 111283  
NAPLES, FL 34108  
TELEPHONE: 352/870-7070

**FOOD SERVICE CONSULTANT**  
LGM DESIGN GROUP, INC.  
1533 DALE MABRY HWY, SUITE 101  
LUTZ, FL 33548  
TELEPHONE: 813/948-9100

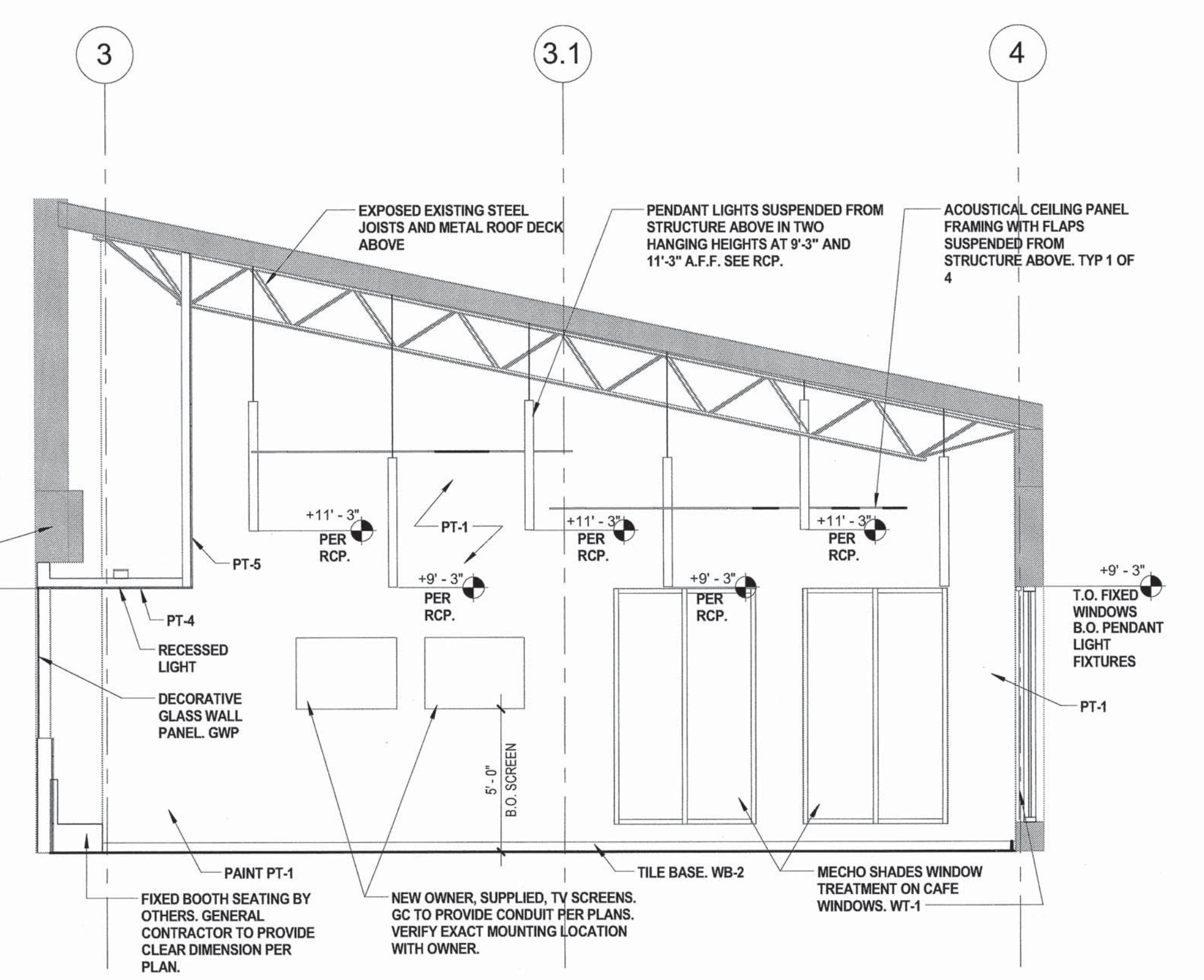
**SHEET TITLE**

**CAFE, NORTH CLASSROOM & MUSIC ROOM - INTERIOR ELEVATIONS**

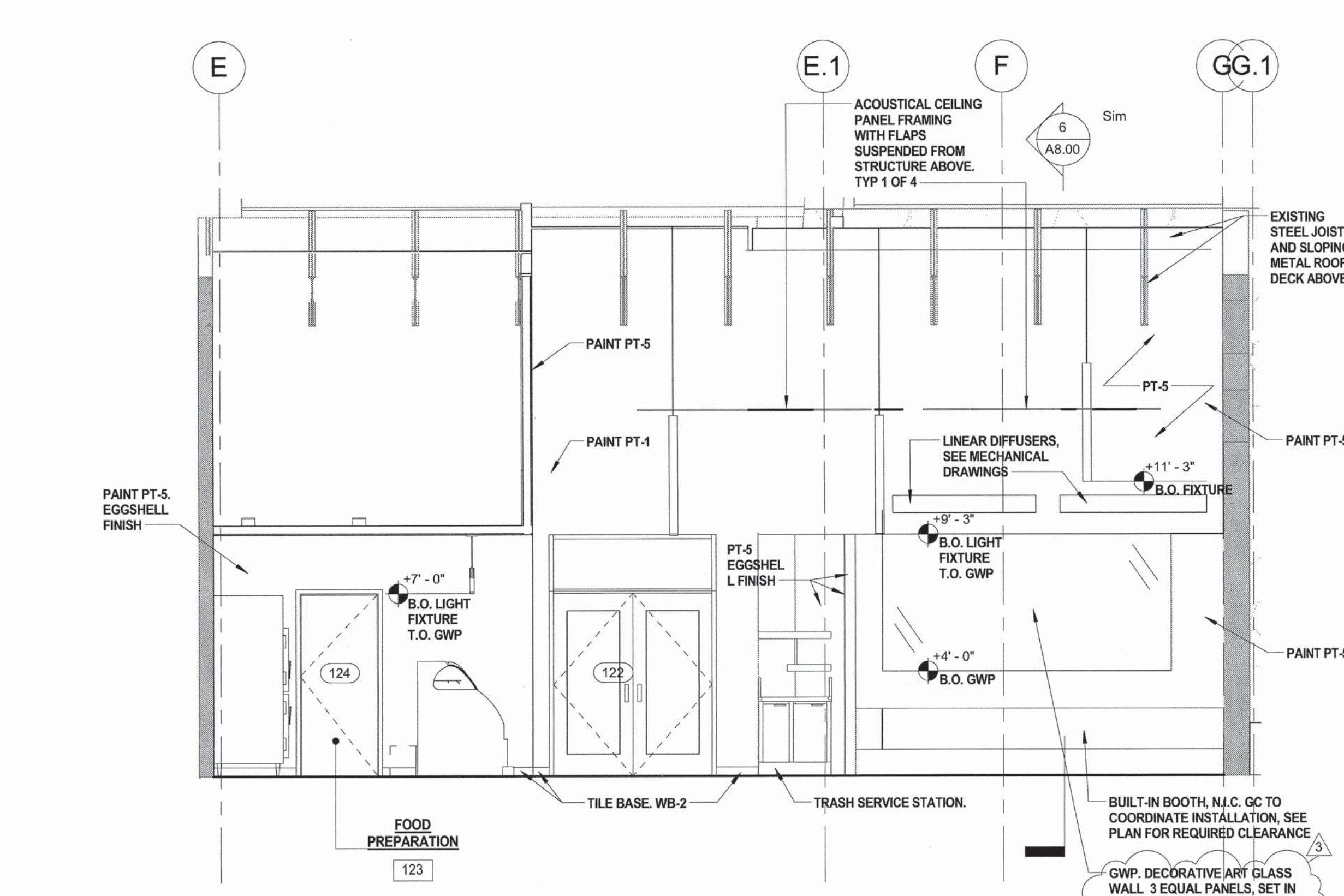
DATE	07.08.2016
ISSUE DATE	07.08.2016
PROJECT NO.	15-3407
DRAWING NO.	A6.03



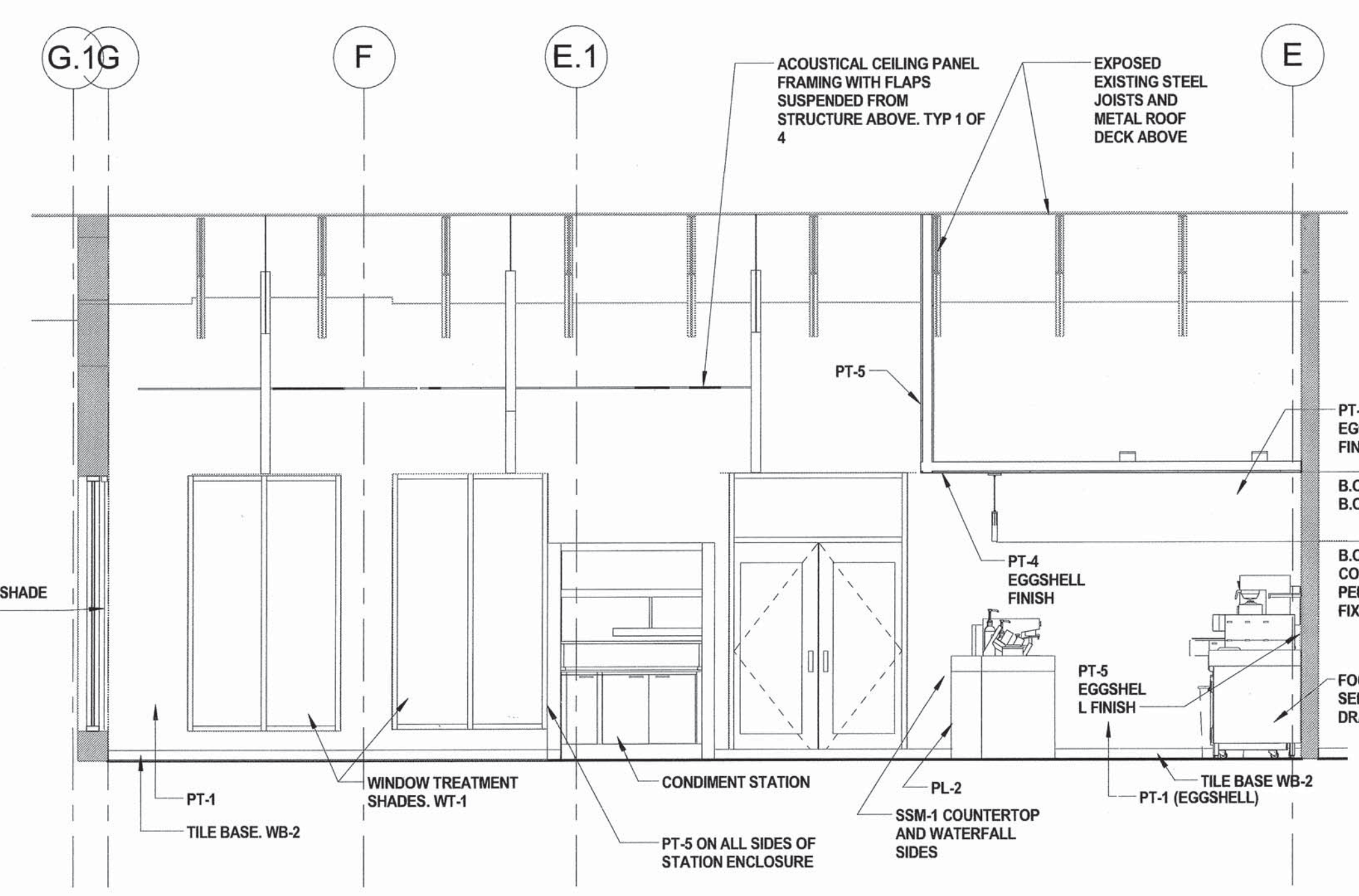
1 CAFE 122 - NORTH INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"



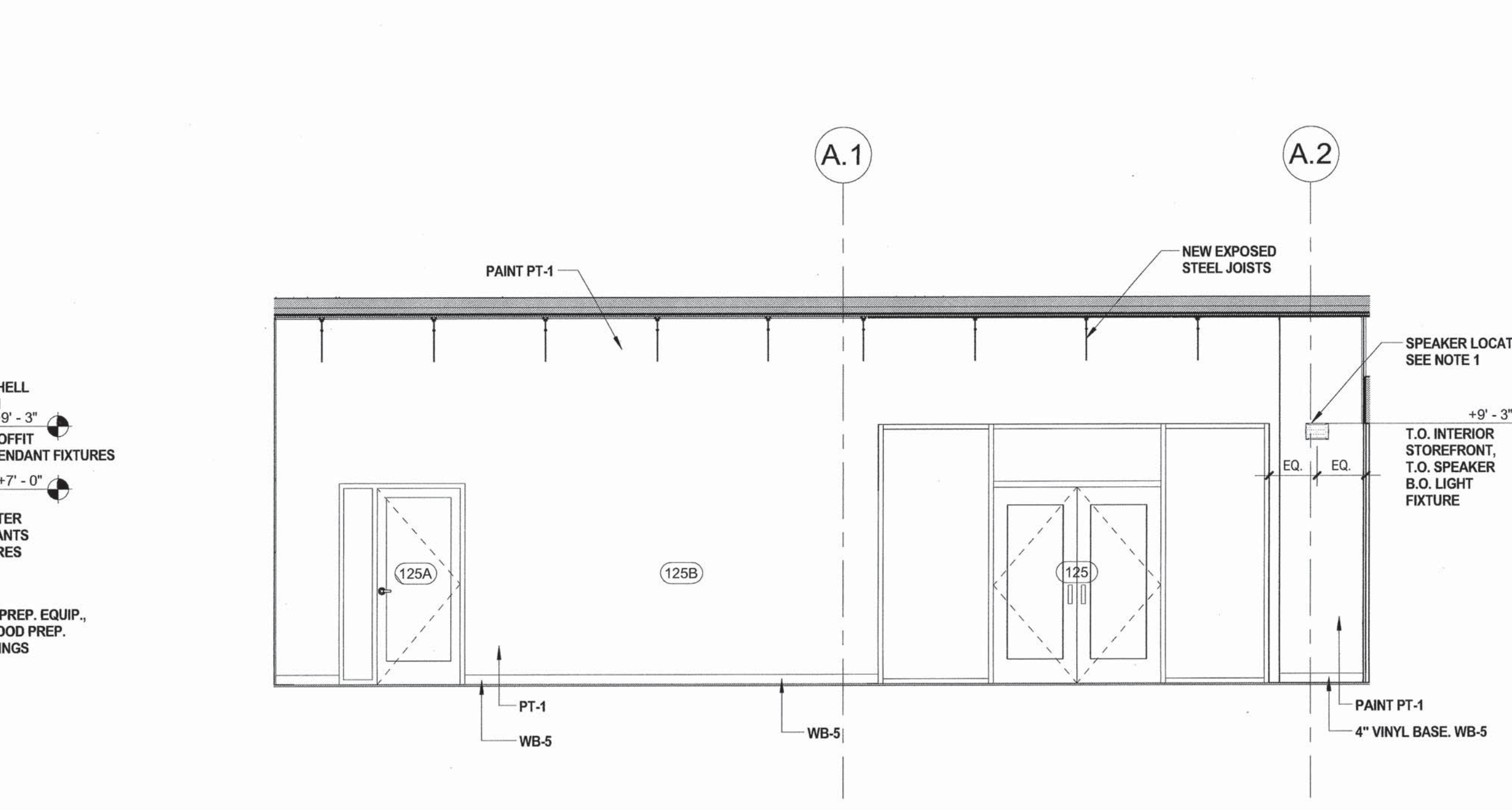
2 CAFE 122 - SOUTH INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"



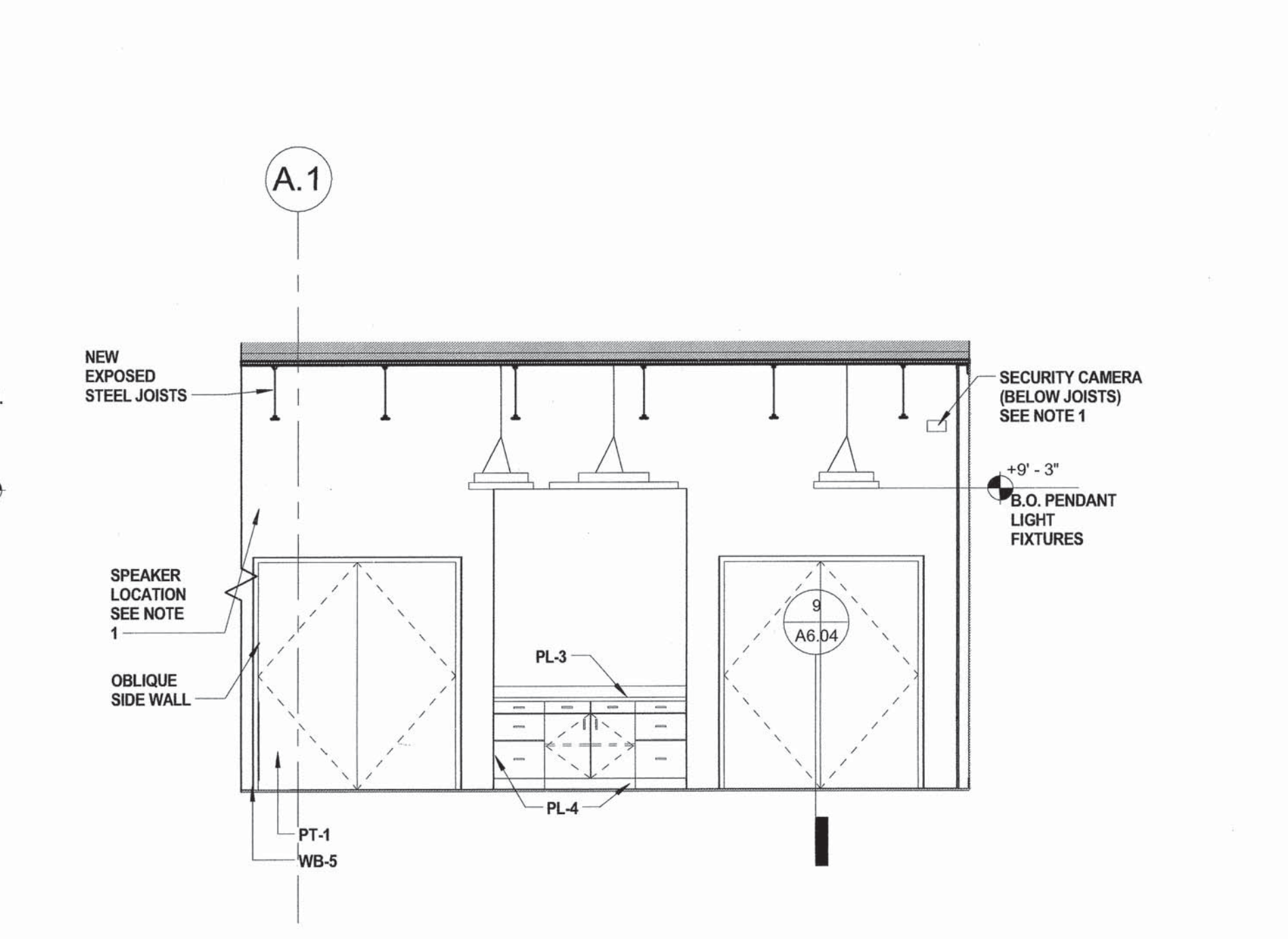
3 CAFE 122 - EAST INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"



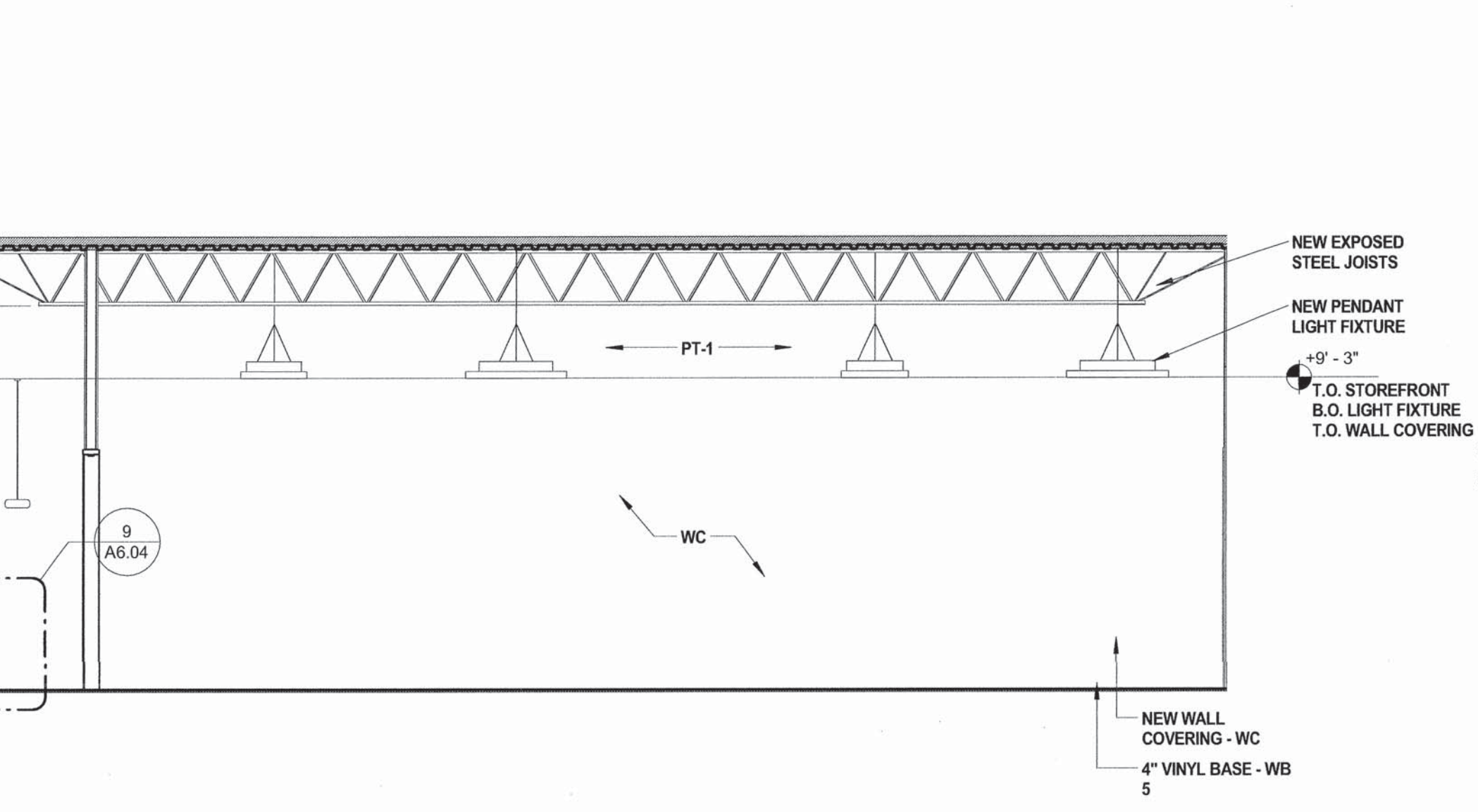
4 CAFE 122 - WEST INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"



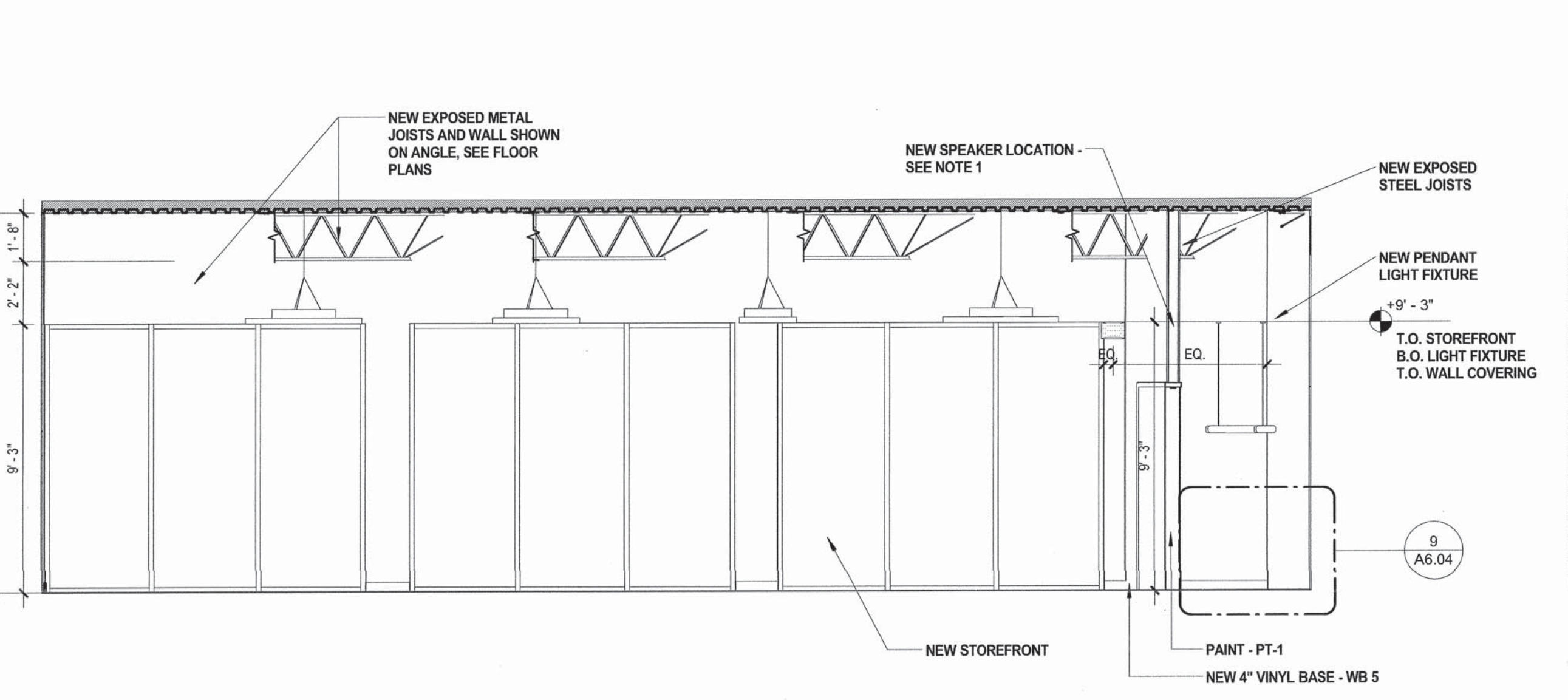
5 NORTH CLASSROOM 125 - WEST INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"



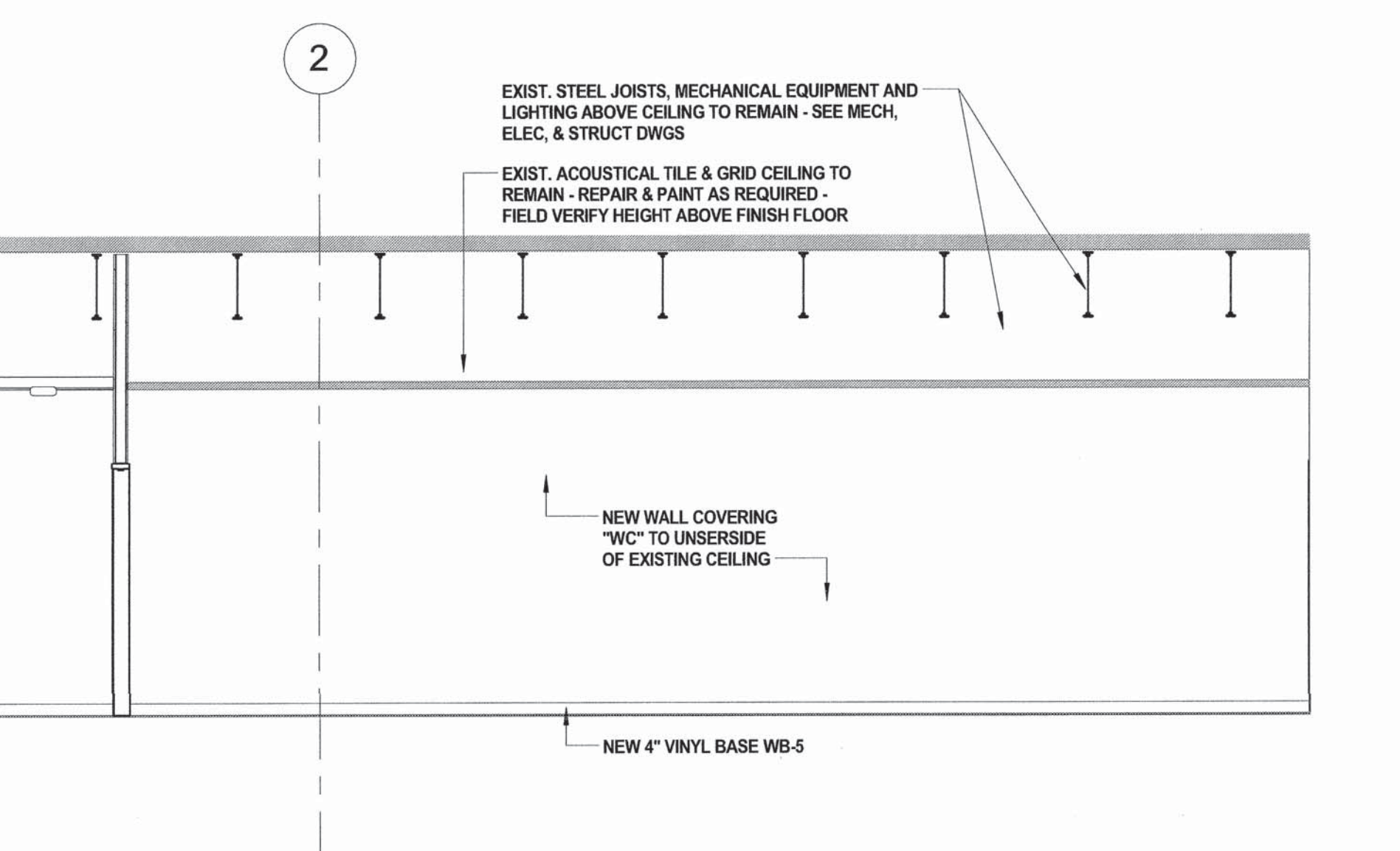
6 NORTH CLASSROOM 125 - EAST INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"



7 NORTH CLASSROOM 125 - SOUTH INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"



8 NORTH CLASSROOM 125 - NORTH INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"



9 MUSIC CLASSROOM 112 - SOUTH INTERIOR ELEVATION  
A6.03 1/4" = 1'-0"

- NOTES:**
- G.C. TO LOCATE ALL CONDUITS AND J-BOXES FOR OWNER SUPPLIED SPEAKERS, SECURITY CAMERAS AND TV SCREENS. VERIFY ALL MOUNTING LOCATIONS WITH OWNER.
  - SEE FINISH FLOOR PLAN, FOR FINISH FLOOR AND WALL FINISH TYPES, TILE FINISH & FINISH MATERIALS.
  - ALL WALL SURFACES PAINTED PT-1 U.A.O.
  - PROVIDE 2\"/>

© 2016 RJHA P.A. 10/20/2016 6:51:54 PM

**ATTACHMENT 1**  
**Company Information Form**

**ATTACHMENT 1**  
**COMPANY INFORMATION FORM**

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PACKAGE.

Company Name:	Federal ID No.:
Contact Person (Name and Title):	Telephone Number:
Mailing Address:	Email:
	Fax Number:
Type of Organization: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other:	

**ATTACHMENT 2**  
**Public Entity Crimes and Conflicts of Interest Form**

## PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

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 or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list”.

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

### SWORN STATEMENT PURSUANT TO SECTION 287.133 (3)(a),

#### FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

1. This sworn statement is submitted to \_\_\_\_\_  
[print name of the public entity]

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 has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

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

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

4. I understand that an “affiliate” as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:

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

(b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in any person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has

Request For Proposal  
Pinecrest Community Center Food and Beverage Concession  
Project No. 2025-005

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been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]  
\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, 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 of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.]

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

\_\_\_\_\_  
[signature]

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

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

Notary Public – State of \_\_\_\_\_

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

(Printed, typed or stamped commissioned name of notary public)

**ATTACHMENT 3**  
**Drug Free Workplace Form**

## **DRUG FREE WORKPLACE**

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT 4**  
**Reference Form**

**REFERENCE FORM**

The Proposer shall provide a minimum of three (3) references of public agencies or cities to which the proposer provided similar services to those being proposed in this RFP.

1. Name of Agency: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Year Contract Initiated: \_\_\_\_\_

2. Name of Agency: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Year Contract Initiated: \_\_\_\_\_

3. Name of Agency: \_\_\_\_\_

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

\_\_\_\_\_

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

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

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

Year Contract Initiated: \_\_\_\_\_

Please attach any additional optional references.

**ATTACHMENT 5**  
**E-VERIFY AFFIDAVIT Form**

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**ATTACHMENT 6**  
**Concession Agreement Sample**

**CONCESSION AGREEMENT  
BETWEEN  
THE VILLAGE OF PINECREST  
AND  
[NAME OF ENTITY]**

**THIS PINECREST COMMUNITY CENTER FOOD AND BEVERAGE CONCESSION AGREEMENT** (hereinafter the "Agreement") is made as of this \_\_\_\_\_ day of \_\_\_, 2025 by and between the **VILLAGE OF PINECREST, FLORIDA**, a Florida municipal corporation, whose principal address is 12645 Pinecrest Parkway, Pinecrest, Florida 33156 (hereinafter the "Village") and **[NAME OF ENTITY]**, whose address is '**ADDRESS**' (hereinafter the "Concessionaire").

**WHEREAS**, the Village is the owner of that certain real property located at 5855 SW 111 Street, Pinecrest, Miami-Dade County, Florida and commonly known as the Pinecrest Community Center (the "Pinecrest Community Center"); and

**WHEREAS**, the Village desires to grant Concessionaire revocable license to operate a food and beverage concession (the "Concession") in accordance with Concessionaire Scope of Services (the "Services"), which is incorporated by this reference as though fully set forth herein, the Scope of Services attached hereto as Exhibit "A," and the Concessionaire's Proposal attached hereto as Exhibit "B"; and

**WHEREAS**, Concessionaire shall operate the Concession of the Pinecrest Community Center in the approximate location shown on Exhibit "C" attached hereto (the "Concession Location"); and

**WHEREAS**, the Village desires to engage the Concessionaire to perform the concession services at Pinecrest Community Center and provide the deliverables as specified below.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are hereby incorporated into this Agreement by reference.
2. **Concession Grant.** The Village grants to Concessionaire and Concessionaire accepts from the Village the exclusive, revocable license to operate and maintain the food and beverage Concession in the Concession Location, subject to and in accordance with the terms of this Agreement, the Scope of Services attached hereto as Exhibit "A," the Concessionaire's Proposal attached hereto as Exhibit "B." The Concession granted shall constitute a license to use that portion of the Pinecrest Community Center designated as the Concession Location, as identified in Exhibit "C" attached hereto. This Agreement does not constitute a lease, and no landlord/tenant relationship shall be created. This Agreement shall not impair or affect the Village's authority to provide additional mobile concessions and vending machines containing snacks and beverages at Pinecrest Community Center or to host or allow special events at which foods and beverages are served by Village or other food and beverage provider at the Pinecrest Community Center.
3. **Condition of Concession Location.** Concessionaire acknowledges that the Pinecrest Community Center and the Concession Location are in good condition. Concessionaire agrees the Village is not required to make any alterations or repairs to the Concession Location or to Pinecrest Community Center. The parties hereto understand and agree that all of the existing improvements to the Concession Location less and except the Removable Items as provided in Article 6 are and shall remain the property of the Village.

4. **Concession Fee.** Concessionaire shall pay to the Village \$X per month (the "Monthly Fee") together with (x%) of net revenue at the beginning of month thirteen (13) and all applicable sales taxes due thereon, for the exclusive, revocable license to operate the Concession at the Concession Location in accordance with the Concessionaire's Proposal attached hereto as Exhibit "B." The payments shall be paid to the Village on the first (1st) day of each month, and payments shall be made to the order of the Village of Pinecrest and applied via ACH bank to bank transfer or withdrawal to Village of Pinecrest, 12645 Pinecrest Parkway, Pinecrest, Florida 33156, to the attention of Finance Director.

5. **Use of Premises.** The Concession Location shall be used by Concessionaire solely to operate and maintain the food and beverage Concession. Concessionaire shall not use or permit the Concession Location to be used for any other purpose. Concessionaire shall not sell, serve, provide or allow the consumption or use of any smoking or vaping products at the Concession Location.

6. **Equipment Required of Concessionaire.** All equipment provided by Concessionaire that is removable from the Concession Location without any damage (the "Removable Items") to the Concession Location shall remain the property of Concessionaire and may be removed by Concessionaire at the termination of this Agreement or otherwise sold to the Village by the Concessionaire. Concessionaire may offer to sell to the Village such Removable Items at a price at terms then to be mutually agreed upon by the Village and Concessionaire. The Village may accept or reject such offer of sale by Concessionaire at its sole and absolute discretion. If such Removable Items are not removed within thirty (30) days after termination of this Agreement, the Removable Items shall become the property of the Village, at the Village Manager's discretion.

7. **Quality of Service.** All items sold by Concessionaire shall be of first-class quality, commensurate with Pinecrest Community Center, and the services provided by Concessionaire shall be rendered courteously and efficiently. The Village reserves the right to prohibit the sale of any item that it deems objectionable, and the Village shall have the right to order the improvement of the quality of either the foods, items, or the services rendered.

8. **Menu and Charges.** Maximum rates and charges for menu items to be sold and services to be rendered are as set forth in the Concessionaire-proposed and Village-approved menu, as identified in Exhibit "D" attached hereto. Proposed menu may be amended by agreement of the parties hereto. Concessionaire shall post the prices for all menu items in such places as the Village Manager may designate.

9. **Hours of Operation.** The concessionaire may operate the Concession seven (7) days each week during the term of this Agreement from 7:00 a.m. to 8:00 p.m. Monday to Friday, from 8:00 a.m. to 5:00 p.m. on Saturday and from 8:00 a.m. to 4:00 p.m. on Sunday. Hours of operation may be adjusted upon agreement of both parties, but shall not reduce hours to less than a total of sixty (60) hours per week. The Village shall determine those holidays for which Pinecrest Community Center shall be closed to the public and to Concessionaire. The Concessionaire may request approval from the Village Manager to reduce the total hours of operation or alter the hours of operation, which approval shall not be unreasonably withheld.

10. **Employees of Concessionaire.** Concessionaire shall at all times employ only those persons of good moral character and Concessionaire shall not retain any employee that the Village considers to be unfit for employment or otherwise objectionable. All employees of Concessionaire shall undergo a Level 2 background clearance be well groomed and neatly dressed at all times. Employees shall conduct themselves courteously in their relations with the public.

11. **Utilities.** The Concessionaire shall pay all applicable routine water, telephone, Wi-Fi, sewer and electric service, solid waste removal and bin, connection fees of utilities and any fees imposed by government entity concerning the Concession Location. Utilities will be paid with the monthly Concession Fee. The failure or the interruption or termination of any utility services, in whole or in part, shall not render the Village liable in any

respect to Concessionaire, nor work an abatement of the Monthly Fee, nor relieve Concessionaire from the obligation to fulfill any covenant or agreement hereof.

12. **Term.** The initial term of this Agreement shall be for five (5) years and shall commence on the date indicated in a Notice to Proceed issued by the Village and end sixty (60) months thereafter. The term of this Agreement is subject to the option to renew as provided in Article 13, and to sooner termination as provided in Article 28 below.

13. **Option to Renew.** The Village shall have the option to renew this Agreement for up to two (2) successive additional five (5) year terms after the expiration of the initial term, provided that at a time not later than ninety (90) days prior to the expiration of the initial or then current renewal term of this Agreement, Concessionaire serves a written notice on the Village Manager of Concessionaire's desire to extend the term of the Agreement, and provided further, that no Concessionaire uncured event of default has occurred and is continuing at the time the said option is exercised and at the time of expiration of the initial term or a renewal term, as the case may be. All of the provisions of this Agreement shall remain the same during any renewal term unless both parties mutually agree to revise any of the provisions. The option to renew is, and shall remain, subject to the provisions of Article 28 of this Agreement, concerning termination by the Village.

14. **Repair and Maintenance of Concession Location.** Except as provided in Article 20, Concessionaire shall maintain the Concession Location in good order and repair at Concessionaire's own expense during the entire term of this Agreement and any extensions and renewals thereof. Concessionaire shall perform any required maintenance and repairs at Concessionaire's own expense. If Concessionaire neglects or refuses to do so, the Village shall have the right to perform necessary maintenance or repairs to the Concession location, and Concessionaire shall promptly reimburse the Village for the cost of such necessary maintenance or repairs, provided that the Village shall first give Concessionaire ten (10) days written notice of its intent to perform necessary maintenance or repairs to enable Concessionaire to perform necessary maintenance or repairs at Concessionaire's own expense.

15. **Structural Maintenance.** Structural maintenance to the Concession Location and painting and decoration, whether interior or exterior, shall be done by the Village, except that the Concessionaire must repair and/or replace any damages which it has caused by negligence.

16. **Alterations.** No alterations or additions of any character shall be made on or to the Concession Location by Concessionaire.

17. **Maintenance of Equipment.** Concessionaire shall maintain all equipment used for the Concession in good working condition at all times, at Concessionaire's sole cost and expense, for the operation of the Concession. Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear, any equipment of the Village that becomes missing, damaged beyond repair, or too unsanitary for use.

18. **Premises to be Kept Clean.** Concessionaire shall keep the Concession Location in a clean and sanitary condition at all times. Concessionaire shall store all trash and garbage in the containers provided by Concessionaire for that purpose. Concessionaire shall provide and pay for the removal of all trash and garbage from the Concession Location, if Village's solid waste collection service provider imposes any charge for such service.

19. **Right of Access.** The Village shall have access to the Concession Location, and to each part of the Concession Location, during the regular business hours of Concessionaire for the purpose of inspecting the same and making repairs to the Concession Location.

20. **Damage to Concession Location.** If at any time during the term of this Agreement the Concession

Location is damaged by fire, act of nature, or other cause beyond the control of Concessionaire, to the extent that continued use of the Concession Location is not practical, the Village shall, with due diligence, restore the Concession Location to operative condition, but the Village shall not be obligated under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of the damage. The Village shall not be responsible for any profits lost by Concessionaire due to the partial or complete damage or destruction of the Concession Location. If the use of the Concession Location is not practical due to such damage, then Concessionaire shall not be responsible for the Monthly Fee from the date of the damage until the date that the repair is complete.

21. **Signs, Advertising, Name.** Concessionaire shall not erect any sign on the Concession Location or in the vicinity of the premises without obtaining the advance written approval of the Village Manager or Pinecrest Community Center designee. The Concession Location shall be known by the name proposed by the Concessionaire and approved by the Village and this name may not be changed without obtaining the advance written approval of the Village Manager.

22. **Licenses and Permits.** Concessionaire shall obtain and pay for all Village, County, State and Federal permits and all licenses that may be required for the operation of the Concession and for all Improvements and alterations made by the Concessionaire to the Concession Location as permitted by the terms of this Agreement.

23. **Compliance with Laws.** Concessionaire shall comply with all applicable federal, state, local, and Village laws governing the operation of the Concession and with Village's operating procedures for Pinecrest Community Center. Violation of state laws or the ordinances of Miami-Dade County, Florida or the Village or Village's operating procedures shall be considered as cause for termination of this Agreement by Village. Village shall be responsible for compliance with the Americans with Disabilities Act (the "ADA"). However, Concessionaire shall be responsible for accommodating all special ADA-related requests arising out of Concessionaire's use of the Concession Location.

24. **Payment of Bills.** Concessionaire shall promptly pay all debts incurred by Concessionaire for the purchase of goods or services used by Concessionaire in the operation of the Concession. Concessionaire shall not allow any lien or purported lien to be placed on the Concession Location or equipment or upon Pinecrest Community Center. The Pinecrest Community Center shall fully retain its immunity from all encumbrances or liens as municipal property.

25. **Taxes.** Concessionaire shall pay all taxes on personal property belonging to Concessionaire at the Concession Location, and Concessionaire shall pay all applicable sales taxes.

26. **Indemnification.**

26.1 Concessionaire shall indemnify and hold harmless the Village, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising from Concessionaire's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Concessionaire and third parties made pursuant to this Agreement. Concessionaire shall reimburse the Village for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising from Concessionaire's performance or non-performance of this Agreement.

26.2 Nothing herein is intended to serve as a waiver of sovereign immunity by the Village nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. The Village is subject to section 768.28, Florida Statutes, as may be amended from time to time.

27. The provisions of this section shall survive termination of this Agreement.

28. Termination.

281 **Termination for Convenience.** The Village may terminate this Agreement for convenience at any time, with or without cause, by providing ninety (90) days written notice to the Concessionaire of Village's election to terminate.

282 **Concession Location on Termination.** On the termination of this Agreement for any reason, the Village shall have full authority to take full and exclusive possession and use of the Concession Location without the necessity of obtaining any legal process. Concessionaire stipulates that the Village shall not be liable to prosecution or for damages for resuming exclusive possession and use of the Concession Location.

29. **Assignment Prohibited.** Concessionaire shall operate the Concession directly through its employees and shall not assign any right, privilege, or license conferred by this Agreement; nor may Concessionaire sublicense the whole or any part of the Concession Location.

30. **Nondiscrimination.** Concessionaire shall not discriminate against any employee or applicant for employment because of race, color, creed, sex, age, or national origin or sexual orientation. Concessionaire and Concessionaire's employees shall not discriminate against any person because of race, color, age, creed, sex, sexual orientation or national origin by refusing to furnish such person any service or privilege offered to or enjoyed by the general public.

31. **Independent Contractor.** The Concessionaire is an independent contractor and its employees, volunteers and agents are not an agent or employee of the Village with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the parties.

32. **Waiver of Breach.** The waiver by the parties of any breach of any term contained in this Agreement shall not be deemed to be a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Village shall not be deemed to be a waiver of any prior occurring breach by Concessionaire of any term contained in this Agreement regardless of the knowledge of the Village of the prior existing breach at the time of the acceptance of the concession fee payment.

33. **Material Terms.** Each term of this Agreement is material. A breach by Concessionaire of any one of the terms of this Agreement shall be considered to be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Village, after expiration of any applicable notice and cure period.

34. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and any proceeding arising between the parties in any manner pertaining or related to this Agreement shall, to the extent permitted by law, be held in Miami-Dade County, Florida.

35. **Attorneys Fees and Waiver of Jury Trial.**

35.1 In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover its attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.

352 In the event of any litigation arising out of this agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

36. **Amendment.**

36.1 This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

36.2 No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

37. **Notices.** Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, by email with a return receipt, or by a private postal service, addressed to the parties (or their successors) at the addresses listed on the signature page of this Agreement or such other address as the party may have designated by proper notice.

38. **Insurance.** Concessionaire shall secure and maintain throughout the duration of this Agreement insurance of such types and in such amounts not less than those specified below as satisfactory to Village, naming the Village as an Additional Insured, underwritten by a firm rated A-X or better by A.M. Best and qualified to do business in the State of Florida. The insurance coverage shall be primary insurance with respect to the Village, its officials, employees, agents and volunteers naming the Village as additional insured. Any insurance maintained by the Village shall be in excess of the Concessionaire's insurance and shall not contribute to the Concessionaire's insurance. The insurance coverages shall include at a minimum the amounts set forth in this Article and may be increased by the Village as it deems necessary or prudent.

38.1 Commercial General Liability coverage with limits of liability of not less than a \$1,000,000 per Occurrence combined single limit for Bodily Injury and Property Damage. This Liability Insurance shall also include Completed Operations and Product Liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Concessionaire. The General Aggregate Liability limit and the Products/Completed Operations Liability Aggregate limit shall be in the amount of \$2,000,000 each.

38.2 Workers Compensation and Employer's Liability insurance, to apply for all employees for statutory limits as required by applicable State and Federal laws. The policy(ies) must include Employer's Liability with minimum limits of \$1,000,000.00 each accident. No employee, subcontractor or agent of the Concessionaire shall be allowed to provide services pursuant to this Agreement who is not covered by Worker's Compensation insurance.

38.3 Business Automobile Liability with minimum limits of \$1,000,000 per Occurrence, combined single limit for Bodily Injury and Property Damage. 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 Service Office, and must include Owned, Hired, and Non-Owned Vehicles.

38.4 Professional Liability Insurance in the amount of not less than One Million Dollars (\$1,000,000) per occurrence, single limit.

38.5 Commercial All Risk Property Insurance covering all items included in Concessionaire's operations and at the Concessionaire Location, including fixtures, equipment, merchandise and personal property

located at the Concession Location, and all alterations, additions or changes made by Concessionaire, pursuant to Article 16, in an amount not less than 100% of their full replacement value.

386 **Certificate of Insurance.** Certificates of Insurance shall be provided to the Village, reflecting the Village as an Additional Insured, no later than ten (10) days after execution of this Agreement and prior to commencing any Concession services. Each certificate shall include no less than (30) thirty-day advance written notice to Village prior to cancellation, termination, or material alteration of said policies or insurance. The Concessionaire shall be responsible for assuring that the insurance certificates required by this Article remain in full force and effect for the duration of this Agreement, including any extensions or renewals that may be granted by the Village. The Certificates of Insurance shall not only name the types of policy(ies) provided, but also shall refer specifically to this Agreement and shall state that such insurance is as required by this Agreement. The Village reserves the right to inspect and return a certified copy of such policies, upon written request by the Village. If a policy is due to expire prior to the completion of the Concession services, renewal Certificates of Insurance shall be furnished thirty (30) calendar days prior to the date of their policy expiration. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the Village before any policy or coverage is cancelled or restricted. Acceptance of the Certificate(s) is subject to approval of the Village.

387 **Additional Insured.** Except with respect to Professional Liability Insurance and Worker's Compensation Insurance, the Village is to be specifically included as an Additional Insured for the liability of the Village resulting from the Concession services performed by or on behalf of the Concessionaire in performance of this Agreement. The Concessionaire's insurance, including that applicable to the Village as an Additional Insured, shall apply on a primary basis and any other insurance maintained by the Village shall be in excess of and shall not contribute to the Concessionaire's insurance. The Concessionaire's insurance shall contain a severability of interest provision providing that, except with respect to the total limits of liability, the insurance shall apply to each Insured or Additional Insured (for applicable policies) in the same manner as if separate policies had been issued to each.

388 **Deductibles.** All deductibles or self-insured retentions must be declared to and be reasonably approved by the Village. The Concessionaire shall be responsible for the payment of any deductible or self-insured retentions on Concessionaire's insurance in the event of any claim.

389 The provisions of this Article shall survive termination of this Agreement.

39. **Severability.** If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

40. **Survival of Provisions.** Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

49. **Public Entity Crimes Affidavit.** Concessionaire shall maintain compliance with Section 287.133, Florida Statutes (Public Entity Crimes Statute), including execution of any required affidavit on an annual basis.

#### 50. **Public Records Act Compliance**

50.1 Concessionaire agrees to keep and maintain public records in Concessionaire's possession or control in connection with Concessionaire's performance under this Agreement. The Village Manager or their designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of

this Agreement, have access to and the right to examine and audit any records of the Concessionaire involving transactions related to this Agreement. Concessionaire additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Concessionaire shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

502 Upon request from the Village custodian of public records, Concessionaire shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law. Concessionaire may contact the Office of the Village Clerk with any questions related to the provision of public records.

503 Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of the Concessionaire shall be delivered by the Concessionaire to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Concessionaire shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, the Concessionaire shall destroy any and all duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

504 Any compensation due to Concessionaire shall be withheld until all records are received as provided herein.

505 **Notice Pursuant to Section 119.0701(2)(a), Florida Statutes. If the Concessionaire has questions regarding the application of Chapter 119, Florida Statutes, to the Concessionaire's duty to provide public records relating to this Agreement, contact the custodian of public records.**

Custodian of Records:	Village Clerk
Mailing address:	12645 Pinecrest Parkway Pinecrest, FL 33156
Telephone number:	305-234-2121
Email:	<a href="mailto:clerk@pinecrest-fl.gov">clerk@pinecrest-fl.gov</a>

51. **State Required Affidavits.** By entering into this Agreement, the Consultant agrees to review and comply with the following state affidavit requirements:

51.1 **Public Entity Crimes Affidavit.** Consultant shall comply with Section 287.133, Florida Statutes (Public Entity Crimes Statute), notification of which is hereby incorporated herein by reference, including execution of any required affidavit.

51.2 **E-Verify Affidavit.** In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system. The contracting entity must provide of its proof of enrollment in E-Verify. For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>. By entering into this Agreement, the Consultant acknowledges that it has read Section 448.095, Florida Statutes; will comply with the E-Verify requirements imposed by Section 448.095, Florida

Statutes, including but not limited to obtaining E-Verify affidavits from subcontractors; and has executed the required affidavit attached hereto and incorporated herein.

**51.3 Noncoercive Conduct Affidavit.** Pursuant to Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes. By entering into this Agreement, the Consultant acknowledges that it has read Section 787.06, Florida Statutes, and will comply with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**51.4 Prohibition on Contracting with Entities of Foreign Concern.** Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern. By entering into this Agreement, the Consultant acknowledges that it has read Section 287.138, Florida Statutes, and complies with the requirements therein, and has executed the required affidavit attached hereto and incorporated herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**VILLAGE OF PINECREST**

**CONCESSIONAIRE**

By: \_\_\_\_\_  
Yocelyn Galiano  
Village Manager

Attest:

By: \_\_\_\_\_  
Pricilla Torres  
Village Clerk

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Weiss Serota Helfman Cole & Bierman, P.L.  
Village Attorney

**Addresses for Notice:**

Village of Pinecrest  
Attn: Village Manager  
12645 Pinecrest Parkway  
Pinecrest, FL 33156  
305-234-2121 (telephone)  
manager@pinecrest-fl.gov (email)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Entity: \_\_\_\_\_

**Addresses for Notice:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**With a copy to:**

Weiss Serota Helfman Cole & Bierman, P.L.  
Attn: Mitchell Bierman, Esq.  
Village of Pinecrest Attorney  
2800 Ponce de Leon Boulevard, Suite 1200  
Coral Gables, FL 33134  
mbierman@wsh-law.com (email)

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (telephone)  
\_\_\_\_\_ (facsimile)  
\_\_\_\_\_ (email)

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity’s participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participationenrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

**Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.**

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Entity Name: \_\_\_\_\_

**ACKNOWLEDGMENT**

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, **I hereby affirm under penalty of perjury that:**

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of \_\_\_\_\_, a nongovernmental entity.
3. \_\_\_\_\_ does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I  
have read the foregoing and the facts stated  
in it are true:**

Witness #1 Print Name: \_\_\_\_\_

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

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

Witness #2 Print Name: \_\_\_\_\_

Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida

County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as  
Commissioned)

- \_\_\_\_\_ Personally known to me; or
- \_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)
- \_\_\_\_\_ Did take an oath; or
- \_\_\_\_\_ Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. \_\_\_\_\_ ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: \_\_\_\_\_

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

Witness #2 Print Name: \_\_\_\_\_

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

Entity Name: \_\_\_\_\_

**OATH OR AFFIRMATION**

State of Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_  
Personally known to me; or  
\_\_\_\_\_  
Produced identification (Type of Identification: \_\_\_\_\_)  
\_\_\_\_\_  
Did take an oath; or  
\_\_\_\_\_  
Did not take an oath

**ATTACHMENT 7**  
**Concession Agreement Acknowledgment Form**

### Concession Agreement Acknowledgment Form

The Village requires all contractors doing business with the Village to review its Concession Agreement, which is attached to the accompanying competitive solicitation as Attachment "6" (the "Agreement").

By signing this form, the bidder acknowledges that it has read the Agreement and, if awarded a contract by the Village, the awarded bidder shall execute the Agreement prior to or promptly after award of an Agreement by the Village Council. Any comments or proposed revisions by the bidder shall be submitted together with this form. Furthermore, by signing this form, the bidder acknowledges that if the bidder fails to execute the Agreement prior to or promptly after award of an Agreement by the Village Council, the Village may, in its sole discretion, determine that the bidder is non-responsive and proceed to award a contract to the next highest ranked firm.

In the presence of:

Signed, sealed and delivered by:

\_\_\_\_\_  
Witness #1 Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Witness #2 Print Name: \_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_  
Entity Name: \_\_\_\_\_

#### ACKNOWLEDGMENT

State of Florida

County of \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (name of person) as \_\_\_\_\_ (type of authority) on behalf of \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

\_\_\_\_\_  
Notary Public (Print, Stamp, or Type as Commissioned)

\_\_\_\_\_ Personally known to me; or

\_\_\_\_\_ Produced identification (Type of Identification: \_\_\_\_\_)

\_\_\_\_\_ Did take an oath; or

\_\_\_\_\_ Did not take an oath

**EXHIBIT B**

Concessionaire's Proposal

# Proposal for the Operation of the Pinecrest Community Center Food and Beverage Concession Project No. 2025-005

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**Submitted to:**

Village of Pinecrest  
Procurement Department  
12645 Pinecrest Parkway  
Pinecrest, FL 33156

☐ Email: [procurement@pinecrest-fl.gov](mailto:procurement@pinecrest-fl.gov)

---

**Submitted by:**

HZIP LLC  
300 N Beach St.  
Dania Beach, FL 33004

**Contact Information:**

☐ **Phone:** 808-480-8800  
☐ **Email:** [lbright@hzip.org](mailto:lbright@hzip.org)  
☐ **Website:** [www.hzip.org](http://www.hzip.org)

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**Authorized Representative:**

Lina Bright, CEO

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**Proposal Submission Format:**

Physical Submission  
 Electronic Submission

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**Submission Date:** March 11<sup>st</sup> 2025

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**Confidentiality Notice:**

This proposal contains confidential and proprietary information of HZIP LLC. It is submitted solely for the purpose of evaluating our qualifications and approach to the operation of the Pinecrest Community Center Food and Beverage Concession. No information contained herein shall be disclosed or used for any purpose other than to evaluate this proposal.



HZIP LLC

300N. Beach St.  
Dania Beach, FL 33004  
March 11, 2025

Village of Pinecrest  
Procurement Department  
12645 Pinecrest Parkway  
Pinecrest, FL 33156

Dear Selection Committee,

HZIP LLC is pleased to submit this proposal in response to Project No. 2025-005 for the operation of the Pinecrest Community Center Food and Beverage Concession. We recognize the unique opportunity to serve the Village of Pinecrest by creating a vibrant, high-quality café experience that enhances the community center's welcoming atmosphere.

As an experienced food service provider, we are dedicated to offering fresh, high-quality, and locally inspired cuisine in a warm and inviting setting. Our operational expertise in managing concession services at high-traffic public spaces, coupled with our commitment to exceptional customer service and sustainable practices, ensures that we will deliver an outstanding dining experience for the residents and visitors of Pinecrest.

Our proposal is centered around the following key commitments:

- A Thoughtfully Curated Menu – Featuring fresh, locally sourced ingredients, a balance of healthy and indulgent offerings, and menu items that cater to diverse dietary preferences. Our offerings will reflect local flavors, ensuring an authentic and delicious experience.
- A Focus on Sustainability – We prioritize eco-friendly packaging, responsible sourcing, and waste reduction strategies to align with Pinecrest's environmental values.
- A Community-Centric Approach – Our vision is to create more than just a café—we aim to foster a sense of community, offering a comfortable gathering space for families, fitness enthusiasts, and social groups alike. We also plan to host special events, themed



dining nights, and interactive experiences that enhance engagement and draw repeat visitors.

- Operational Excellence and Technology Integration – With our extensive experience in food service and facility management, we will implement efficient operations, technology-driven ordering solutions, and a well-trained staff to ensure smooth, high-quality service.

Our financial proposal includes a competitive minimum guarantee rent and additional revenue-sharing model, ensuring that this partnership is not only beneficial to HZIP LLC but also maximizes value for the Village of Pinecrest.

We are excited about the potential to collaborate with the Village of Pinecrest and bring our expertise in culinary innovation, facility operations, and community engagement to this project. We appreciate the opportunity to present our vision and look forward to discussing how we can make the Pinecrest Community Center Café a beloved local destination.

Thank you for your time and consideration. Please feel free to contact me at (808) 480-8800 or [lbright@hzip.org](mailto:lbright@hzip.org) should you require any additional information.

Sincerely,

Lina Bright  
Chief Executive Officer  
HZIP LLC

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## Executive Summary

HZIP LLC is pleased to submit this proposal for the operation of the Pinecrest Community Center Food and Beverage Concession under Project No. 2025-005. As a woman-owned business with extensive experience in food service, hospitality, and facility management, we are committed to delivering a high-quality, community-driven dining experience that enhances the center's role as a gathering place for residents and visitors.

Our vision is to create a vibrant café atmosphere that offers fresh, locally sourced ingredients, eco-friendly operations, and a diverse menu balancing healthy options with indulgent treats.

Under our flagship brand, LA CRUTO'N, we will provide signature croissant, sandwiches, gourmet coffee, fresh salads, and refreshing smoothies, appealing to Pinecrest's diverse community. Our culinary philosophy focuses on quality, innovation, and customer satisfaction, ensuring that every meal served reflects the high standards that Pinecrest residents deserve.

### Key Features of Our Proposal

- ✓ **Sustainability & Local Sourcing** – We prioritize eco-friendly packaging, waste reduction, and partnerships with local farmers and vendors, to reducing our collective carbon footprint.
- ✓ **Operational Efficiency & Technology Integration** – Our team will implement streamlined service models, advance ordering, contactless payment, self-checkouts and efficient kitchen.
- ✓ **Community Engagement & Cultural Programming** – We plan to host special events, themed dining nights, weekend music, character performances, and family-friendly activities, ensuring our café becomes a vibrant cultural and social hub for residents of all ages.
- ✓ **Financial Sustainability** – Our financial proposal includes a competitive revenue-sharing model, with a guaranteed minimum monthly payment of \$5,000.
- ✓ **Commitment to Quality, Safety & Cleanliness** – We adhere to strict health and safety regulations, ensuring that our facilities and operations meet the highest industry standards in food handling, sanitation, and customer service.
- ✓ **Marketing & Customer Feedback** – Through multi-channel marketing efforts, social media promotions, and customer feedback systems, we will continuously refine our offerings to meet evolving customer preferences and enhance visitor satisfaction.

Our approach is centered around creating an inviting, high-quality dining space that not only serves great food but also fosters community interaction, sustainability, and economic growth. With our proven expertise in hospitality and food service operations, HZIP LLC is eager to partner with the Village of Pinecrest in transforming the Pinecrest Community Center Café into a standout destination that offers both culinary excellence and an exceptional guest experience.

We look forward to the opportunity to bring this vision to life and collaborate with the Village to make the Pinecrest Community Center Café a premier gathering spot for residents and visitors alike.

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## Company Profile

HZIP LLC is a dynamic, forward-thinking, woman-owned facility management and operations company based in Dania Beach, Florida. Co-founded by a September 11 First Responder, the company brings a deep sense of purpose and commitment to its work. Focusing on delivering high-quality services to government entities, municipalities, and the private sector, we blend cost-effectiveness with operational excellence to enhance community spaces and experiences.

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*"Our mission is to elevate the human spirit through unmatched world-class performance."*

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## Our Primary Core Services

### 1. Facility Management and Operations

- Comprehensive management of public facilities including parks, piers, community centers, and sports facilities.
- Daily operations, maintenance, and safety management.
- Customer service and community engagement initiatives.

### 2. Hospitality and Event Management

- Managing hospitality services for public facilities, including food and beverage operations.
- Planning and executing community events and special programs to drive engagement.

### 3. Community-Based Programs

- Developing and implementing programs that cater to the recreational and educational needs of the community.
- Partnerships with local organizations to enhance service offerings and community impact.

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## Key Strengths

At HZIP LLC, our leadership team brings over 30 years of combined expertise in facility operations, hospitality, and community engagement, ensuring the exceptional management of busy public spaces. We have a deep understanding of visitor needs, allowing us to cater to diverse preferences and deliver high-quality, tailored experiences that foster community engagement and satisfaction. Our extensive network of relationships with suppliers, industry associations, and local businesses enables us to consistently access premium products and services, elevating our operational standards. Over the years, HZIP LLC has developed a proven track record, successfully managing facilities across the country with a focus on innovation, customer satisfaction, and adaptability to industry trends. Financially, we maintain a robust management system that ensures the long-term sustainability of all operations. With diversified revenue streams and effective cost controls, we are well-positioned for continuous financial growth and stability. Additionally, our commitment to sustainability is demonstrated through strict adherence to ADA standards, sea turtle lighting regulations, and comprehensive environmental stewardship practices, ensuring that we contribute to both the community's and the environment's well-being.

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## Leadership Team



### **Lina Bright, CEO**

As the visionary leader of HZIP LLC, Lina Bright drives the company's strategic initiatives, ensuring alignment with its mission. Her extensive experience in facility management and operations empowers her to lead the company toward growth and operational excellence.

### **Etelly Papayeva, Marketing Director**

Etelly Papayeva spearheads marketing efforts, focusing on brand visibility, customer acquisition, and community engagement. Her expertise in understanding market trends helps HZIP LLC maintain a strong presence in the community.

### **Ili Umansky, Operations Director**

Ili Umansky oversees the day-to-day operations, ensuring smooth facility management, superior customer service, and high-quality standards. Ili's leadership ensures that all operations align with the company's goals of safety and efficiency.

### **Victoria Vavilova, General Manager of Hospitality**

Victoria is responsible for overseeing licensing, permits, food safety protocols, service standards, and menu adjustments. Her attention to operational efficiency and quality control always ensures the highest levels of service.

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## CURRENT CONTRACTS

- Snack Bar Operator at Hollywood North Beach Park, Hollywood, FL
- Dania Beach Pier Operation and Management, Dania Beach, FL
- Saint John's Golf Club Restaurant Operation and Management Elkton FL
- Hillsborough County Center Café Operation and Management Tampa FL
- Payne Park Cafe Operator Sarasota FL



HZIP LLC is poised to deliver exceptional management and operational services, ensuring the success and sustainability of community facilities. Our experienced team, innovative approach, and dedication to community engagement make us the ideal partner for your facility management needs.



## Plan of Operation

The Pinecrest Community Center is a cornerstone of recreation, wellness, and cultural engagement in the Village of Pinecrest. HZIP LLC is committed to enhancing this vibrant space by operating a modern, inviting café that offers fresh, high-quality, and diverse food options, catering to residents, fitness enthusiasts, and visitors of all ages. Our operational plan focuses on efficiency, service excellence, sustainability, and community engagement, ensuring that the café becomes an integral part of the Community Center experience.

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### Staffing & Service Model

Our café will be operated by a dedicated and highly trained team, ensuring exceptional customer service, operational efficiency, and compliance with health and safety regulations.

Position	Full-Time	Part-Time	Responsibilities
General Manager	0	1	Oversee daily operations, financial management, and compliance.
Head Chef	0	1	Lead kitchen operations, menu execution, and quality control.
Line Cooks	1	1	Food preparation, cooking, and ensuring consistency in quality.
Baristas & Servers/Cashier	1	1	Customer interaction, order fulfillment, and café service, Order, processing, payments and guest assistance

Each employee will receive comprehensive training in customer service, food handling, technology integration, and sustainability initiatives to enhance operational efficiency and guest satisfaction.

### Hours of Operation

To maximize accessibility and align with the Community Center’s schedule, the Pinecrest Community Center Café will operate seven days a week with minimal hours of operations:

- ☐ Monday – Friday: 8:00 AM – 8:00 PM
- ☐ Saturday – Sunday: 8:00 AM – 4:00 PM

These hours accommodate early-morning patrons, including fitness center members and professionals, while also serving evening activities and weekend community events. We will assess demand periodically and adjust hours for seasonal events, extended programming, and special occasions.

## **Culinary Approach**

We will feature a thoughtfully curated menu that caters to a wide range of dietary needs and preferences, focusing on fresh, locally sourced ingredients.

- ✓ Breakfast – Freshly brewed coffee, croissants, avocado toast, yogurt parfaits, and protein-packed breakfast wraps.
- ✓ Lunch & Dinner – Signature sandwiches, gourmet salads, grain bowls, and grab-and-go options.
- ✓ Beverages – Premium coffee and espresso drinks, fresh smoothies, and specialty teas.
- ✓ Healthy Alternatives – Vegan, gluten-free, and high-protein meal options.
- ✓ Indulgent Treats – House-made pastries, ice cream, and classic favorites like caramel popcorn and hotdogs.

The menu will evolve seasonally to incorporate customer feedback ensuring freshness and variety.

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## **Technology & Service Enhancements**

To streamline operations and enhance the customer experience, we will implement:

- ✓ Mobile Ordering & Contactless Payments – Reducing wait times and improving convenience.
  - ✓ Self-Serve Kiosks – Providing quick and efficient order placement during peak hours.
  - ✓ Customer Loyalty & Feedback Programs – Encouraging return visits and gathering insights for continuous improvement.
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## **Sustainability & Environmental Responsibility**

HZIP LLC is committed to implementing eco-conscious practices that align with the Village of Pinecrest's sustainability goals:

- ✓ ✓ Compostable & Recyclable Packaging – Minimizing waste and promoting responsibility.
- ✓ Food Waste Reduction– Implementing portion control, composting, and donation programs.
- ✓ Energy-Efficient Equipment – Utilizing appliances that reduce energy consumption and environmental impact.

## **Cleanliness, Maintenance & Compliance**

We will uphold strict cleanliness and sanitation protocols, ensuring compliance with local, state, and federal health and safety regulations:



- ✓ Hourly sanitation of high-touch areas such as tables, countertops, and POS systems.
  - ✓ Deep-cleaning schedules for kitchen spaces, storage areas, and customer seating.
  - ✓ Routine inspections and equipment maintenance to uphold safety standards and food quality.
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### **Community Engagement & Cultural Programming**

The Pinecrest Community Center Café will serve as more than just a café—it will be a gathering space for creativity, wellness, and community events. We will:

- ✓ Host themed dining nights, live performances, and culinary workshops.
  - ✓ Collaborate with local musicians, artists, and vendors to create an immersive cultural experience.
  - ✓ Offer seasonal promotions and exclusive events to encourage community participation and engagement.
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### **Building the Future of the Pinecrest Community Center Café**

At HZIP LLC, we envision the Pinecrest Community Center Café as a thriving social and culinary destination that enhances the vibrancy and sense of community in Pinecrest. Through exceptional service, innovative offerings, and sustainable practices, we will establish the café as a welcoming and engaging space for residents and visitors alike.

Together, let us shape the next chapter of the Pinecrest Community Center—where great food, cultural experiences, and meaningful connections come together.



## **Legal and Regulatory Compliance for Pinecrest Community Center Café**

HZIP LLC is fully committed to maintaining strict compliance with all local, state, and federal regulations governing the operation of the Pinecrest Community Center Café. Our dedication to food safety, legal compliance, and sustainability ensures a seamless and responsible dining experience while supporting the Village of Pinecrest's operational and environmental standards.

HZIP LLC will secure and maintain all necessary licenses, permits, and certifications required to uphold the highest standards of health, safety, and business operations.

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### **State of Florida Regulations**

- ✓ Obtain and maintain all required business and food service licenses from the Florida Department of Business and Professional Regulation (DBPR).
- ✓ Secure a Vendor's License to ensure proper sales tax collection and reporting, in compliance with the Florida Department of Revenue.
- ✓ Maintain compliance with Florida Department of Health (DOH) food safety regulations, including:
  - Food Service Operation License for proper food handling and preparation.
  - Regular health inspections conducted by Miami-Dade County Health Department.
  - Hazard Analysis and Critical Control Points (HACCP) plans to minimize food safety risks.
    - ✓ Require all food service staff to obtain ServSafe® or equivalent food handler certifications.

### **Alcohol Sales Compliance**

- ✓ Obtain and maintain all required liquor licenses from the Florida Division of Alcoholic Beverages and Tobacco (ABT).
  - ✓ Enforce strict age verification protocols and implement responsible alcohol service training for staff.
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## **Village of Pinecrest & Miami-Dade County Requirements**

- ✓ Comply with all zoning, building codes, and environmental health standards applicable to businesses operating within the Pinecrest Community Center.
- ✓ Adhere to waste management policies, sustainability guidelines, and community engagement regulations set forth by the Village of Pinecrest.

### **Fire Safety & Emergency Preparedness**

- ✓ Work with the Pinecrest Fire Department to ensure compliance with:
    - Fire safety codes, including fire extinguishers, emergency exits, and fire suppression systems.
    - Annual inspections of kitchen hoods, ventilation, and fire suppression systems.
    - Staff training on fire safety, evacuation protocols, and emergency response procedures.
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### **Federal Regulations & OSHA Compliance**

- ✓ Follow FDA Food Safety Modernization Act (FSMA) guidelines for safe storage, handling, and preparation of food.
  - ✓ Maintain strict sanitation protocols in accordance with FDA guidelines for food service establishments.
  - ✓ Implement workplace safety measures to protect employees from hazards related to kitchen operations, including:
    - Slip, trip, and fall prevention.
    - Safe operation of kitchen equipment.
    - Proper handling of cleaning chemicals.
      - ✓ Conduct OSHA-compliant staff training programs, ensuring a safe and hazard-free work environment.
-



## **Health, Sanitation, and Environmental Safety Measures**

- ✓ Enforce strict handwashing, glove use, and personal hygiene policies for all employees.
  - ✓ Conduct daily sanitation of kitchen and dining areas to ensure compliance with health regulations.
  - ✓ Implement a zero-waste initiative by integrating:
    - Food composting programs to minimize organic waste.
    - Recycling programs in compliance with Miami-Dade County Environmental Regulations.
    - Eco-friendly packaging for takeout orders.
  - ✓ Source when possibly locally grown ingredients and support sustainable agriculture in Florida.
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## **Employee Training & Certification Requirements**

- ✓ Require all employees to complete:
    - State-mandated food safety and alcohol service training.
    - Customer service excellence workshops to uphold high hospitality standards.
    - Emergency response and first aid training to ensure staff readiness in case of incidents.
      - ✓ Conduct quarterly refresher courses on:
        - Health & sanitation updates.
        - Fire safety & emergency preparedness.
        - Sustainability initiatives and waste reduction programs.
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## **Insurance & Liability Coverage**

HZIP LLC will maintain comprehensive insurance coverage to protect the business, employees, and customers, including:

- ✓ General Liability Insurance – Covers customer injuries, property damage, and liability claims.
- ✓ Workers' Compensation Insurance – Provides protection for employees in case of workplace injuries.
- ✓ Liquor Liability Insurance – Covers alcohol-related incidents or claims.

## **Commitment to Continuous Compliance & Legal Updates**

- ✓ Conduct regular compliance audits to ensure adherence to:
    - State and local health and safety codes.
    - Federal workplace safety regulations.
      - ✓ Maintain ongoing collaboration with regulatory authorities to stay updated on policy changes and new industry standards.
      - ✓ Implement annual staff compliance training and policy updates to ensure the café remains fully compliant with all legal and ethical obligations.
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## **Ensuring a Legally Compliant & Sustainable Future**

HZIP LLC is committed to operating the Pinecrest Community Center Café with the highest level of legal, health, and safety compliance. By adhering to local, state, and federal laws, we will:

- ✓ Ensure food safety, sanitation, and environmental responsibility.
- ✓ Maintain a secure, legally compliant workplace for all employees.
- ✓ Support sustainable practices that align with Pinecrest's community values.
- ✓ Deliver an exceptional guest experience rooted in quality, compliance, and innovation.

Through proactive legal compliance, rigorous training, and sustainability efforts, the Pinecrest Community Center Café will set the standard for responsible and ethical food service operations in the Village of Pinecrest.



## **Sustainability Initiatives for Pinecrest Community Center Café**

HZIP LLC is committed to environmental stewardship by integrating eco-friendly practices into our operations at the Pinecrest Community Center Café.

Our sustainability approach focuses on energy efficiency, waste reduction, eco-conscious packaging, and supporting local businesses. These initiatives align with Pinecrest's commitment to sustainability and will enhance the community's dining experience while reducing our environmental impact.

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### **Energy Efficiency & Conservation**

- ✓ Utilize energy-efficient kitchen appliances to minimize power consumption.
  - ✓ ✓ Implement scheduled maintenance and equipment upgrades to ensure optimal performance and minimize energy waste.
  - ✓ Encourage staff training on energy conservation best practices, such as efficient use of kitchen equipment.
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### **Green Cleaning & Eco-Friendly Operations**

- ✓ Use non-toxic, biodegradable cleaning products to maintain high hygiene standards while protecting the environment.
  - ✓ Train staff in sustainable cleaning practices, ensuring compliance with environmental guidelines.
  - ✓ Reduce the use of harsh chemicals by implementing steam-based sanitation methods where possible.
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### **Sustainable Packaging & Waste Reduction**

- ✓ Eliminate single-use plastics by replacing plastic straws, utensils, and cups with compostable or reusable alternatives.
  - ✓ Implement bulk dispensers for condiments, napkins, and other supplies to minimize packaging waste.
  - ✓ Source biodegradable and compostable packaging for all to-go food and beverage items.
  - ✓ Ensure vendor-supplied materials comply with single-use plastic reduction policies.
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### **Locally Sourced & Sustainable Ingredients**



HZIP LLC supports local farmers, food producers, and regional suppliers to strengthen the Pinecrest economy and reduce carbon emissions associated with food transportation:

- ✓ Prioritize locally grown, organic, and ethically sourced ingredients.
  - ✓ Partner with South Florida-based farms and sustainable fisheries to provide fresh and seasonal produce.
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## **Community Engagement & Sustainability Education**

- ✓ Host sustainability workshops and eco-awareness events to educate visitors on environmental responsibility.
  - ✓ Offer incentives, such as discounts for customers who bring reusable cups or containers.
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## **Commitment to a Sustainable Future**

HZIP LLC is dedicated to:

- ✓ Reducing environmental impact through sustainable business practices.
- ✓ Strengthening the Pinecrest community by supporting sustainability initiatives.
- ✓ Delivering high-quality, eco-conscious food services to enhance the Pinecrest Community Center experience.

By integrating these comprehensive sustainability initiatives, HZIP LLC ensures that the Pinecrest Community Center Café operates as an environmentally responsible, community-driven establishment, setting a standard for green dining and responsible business practices.



## **Integrated Pest Management (IPM) Plan for Pinecrest Community Center Café**

HZIP LLC is dedicated to maintaining a clean, safe, and pest-free environment at the Pinecrest Community Center Café. Our Integrated Pest Management (IPM) plan focuses on prevention, eco-friendly pest control methods, and regulatory compliance to uphold Miami-Dade County health standards while ensuring food safety in all preparation and service areas.

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### **Routine Inspections & Preventive Measures**

- ✓ Conduct weekly internal inspections of food preparation, storage, and waste disposal areas to detect early signs of pest activity.
  - ✓ Identify and seal all potential entry points, including doorways, windows, vents, and structural gaps, to prevent infestations.
  - ✓ Maintain secure storage protocols by keeping all dry goods off the floor and stored in sealed containers to limit pest access.
  - ✓ Regularly monitor refrigeration and cold storage units to prevent pests from entering temperature-controlled areas.
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### **Waste Management & Sanitation Controls**

- ✓ Implement strict waste disposal protocols, ensuring all trash and recycling bins are:
    - Emptied regularly to minimize pest attraction.
    - Kept in sealed containers to prevent access.
  - ✓ Maintain clean and well-maintained exterior waste disposal areas to deter rodent and insect infestations.
  - ✓ Conduct daily deep cleaning of kitchen surfaces, food prep stations, and service counters to eliminate residue that attracts pests.
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### **Eco-Friendly Pest Control Methods**

- ✓ Use organic or non-toxic pesticides that are approved for food service areas, ensuring the safety of customers and staff.
  - ✓ Deploy sticky and mechanical traps near entryways, waste bins, and potential infestation points to control pest activity without chemical exposure in food preparation zones.
  - ✓ Utilize natural pest repellents such as citronella and peppermint oil to maintain a pest-free environment without harmful side effects.
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### **Pest Activity Documentation & Compliance**

- ✓ Maintain detailed records of weekly inspections, pest activity, and preventive measures to ensure full compliance with Miami-Dade County health regulations.
  - ✓ Log all treatments, including type, location, and frequency of organic pesticides, traps, or deterrents, ensuring transparency and accountability.
  - ✓ Provide documentation for health inspections and respond immediately to any compliance-related recommendations.
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### **Partnership with Licensed Pest Control Specialists**

- ✓ Work with a licensed pest control company in Miami-Dade County to perform monthly inspections and treatments as needed.
  - ✓ Schedule additional pest control measures during peak pest seasons, such as summer, to address Florida's climate-specific challenges.
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### **Staff Training & Awareness**

- ✓ Provide ongoing training for all café staff on:
    - Proper food handling and storage techniques to minimize pest attraction.
    - Sanitation best practices to ensure a pest-free environment.
    - Protocols for reporting pest sightings and taking corrective action.
  - ✓ Offer continuing education on integrated pest management (IPM) strategies, ensuring that all team members contribute to a proactive pest prevention approach.
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### **Regulatory Compliance & Continuous Improvement**

- ✓ Address any pest-related issues identified during health department inspections with immediate corrective actions.



- ✓ Implement additional preventive measures as needed to ensure long-term pest control success.
  - ✓ Conduct quarterly reviews of the IPM Plan, updating procedures to meet the latest health and safety standards in the Village of Pinecrest.
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### **Commitment to a Safe & Hygienic Dining Environment**

HZIP LLC is committed to providing a safe, hygienic, and pest-free café environment at the Pinecrest Community Center. Through proactive prevention, eco-conscious pest management solutions, and rigorous documentation, we will:

- ✓ Ensure food safety and sanitation compliance with local and state regulations.
- ✓ Maintain a pest-free environment that prioritizes guest experience and operational excellence.
- ✓ Utilize environmentally responsible pest control methods that align with Pinecrest's sustainability initiatives.

By implementing this comprehensive IPM strategy, HZIP LLC guarantees a clean, safe, and welcoming dining experience for all visitors at the Pinecrest Community Center Café.

## Financial Proposal



HZIP LLC is pleased to present a competitive financial proposal for the operation of the Pinecrest Community Center Café. Our financial structure ensures a mutually beneficial partnership that provides a steady revenue stream for the Village of Pinecrest while allowing for sustainable and high-quality food service operations.

### Proposed Terms

- ✓ HZIP LLC will pay a guaranteed minimum rent of \$5,000 per month, ensuring consistent revenue for the Village of Pinecrest, regardless of sales performance.
- ✓ In addition to the minimum rent, HZIP LLC will share 10% of gross sales with the Village of Pinecrest. This revenue-sharing model fosters a mutually beneficial partnership, ensuring the City benefits from the success of café operations.
- ✓ We will allocate up to 2% of gross revenue towards digital advertising, local partnerships, and event-driven promotions, increasing café visibility and sales.
- ✓ We will be responsible for small repairs, and maintenance cost, for the amount below \$2000.00 per month.

### Transparency & Financial Reporting

- ✓ HZIP LLC will provide monthly financial reports, detailing gross sales, revenue share payments, and operational data to ensure full transparency and accountability.
- ✓ Regular financial reviews will be conducted in collaboration with the Village of Pinecrest to assess performance and optimize financial strategies.

### Commitment to a Successful Partnership

HZIP LLC's financial commitment ensures that the Pinecrest Community Center Café remains a financially sustainable and community-driven operation. Our structured financial proposal will:

- ✓ Provide consistent revenue through the \$5,000 minimum monthly rent.
- ✓ Foster a performance-based partnership with 10% of gross revenue sharing.
- ✓ Ensure transparency and accountability through detailed financial reporting.
- ✓ Invest in marketing and community engagement initiatives to maximize café success.

We look forward to the opportunity to collaborate with the Village of Pinecrest, delivering a thriving café experience that benefits both residents and the City alike.



## **Croissants**

**Classic Butter Croissant** - \$3.75  
Light, flaky, and baked fresh daily.

**Almond Croissant** - \$4.75  
Filled with rich almond cream and topped with slivered almonds.

**Chocolate Croissant** - \$4.75  
A buttery croissant filled with dark chocolate.

**Pistachio Croissant** - \$4.75  
A buttery croissant with pistachio cream, topped with crushed pistachios.

**Berry Mascarpone Croissant** - \$4.75  
Filled with sweet mascarpone and

topped with fresh berries and powdered sugar.



## **Croissant Sandwiches**

### **Avocado Croissant** - \$7.95

Smashed avocado, roasted tomatoes, arugula, and olive oil in a fresh croissant.

### **Chicken & Spinach Croissant** - \$7.95

Grilled chicken, fresh spinach, and house-made herb aioli served in a warm croissant.

### **Ham & Brie Croissant** - \$7.95

Sliced ham, French brie, and a hint of Dijon mustard.

### **Le Veggie Delight Croissant** - \$7.95

Roasted vegetables, hummus, and mixed greens tucked into a whole-wheat croissant.

### **Breakfast Croissant Sandwich** - \$7.95

Scrambled eggs, turkey bacon, and melted cheese with a side of chipotle aioli.



## **All-Day Breakfast**

### **Fruit & Yogurt Parfait- \$4.50**

Layers of Greek yogurt, granola, and seasonal fruits are served in a cup.



### **Avocado Smash Toast - \$6.95**

Smashed avocado on sourdough toast with radishes and olive oil drizzle.

### **Fresh Fruit Bowl - \$6.95**

Freshly sliced seasonal fruits.

### **Grilled Cheese Sandwich-\$6.95**

### **Overnight Oats - \$6.95**

Wholegrain oats with almond milk, chia seeds, and fresh fruit.



### **Protein Boxes - \$6.95**

Boiled eggs, cheese, nuts, and sliced fruits.

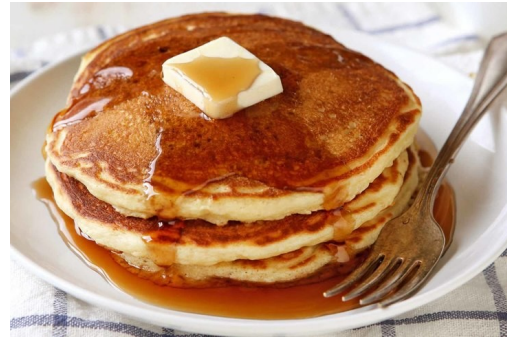
### **Belgian Waffle -\$7.50**

House made Belgian Waffles topped with butter, (option jam or honey on a the side) (Nutella /Fruits \$1.99)



### **Buttermilk Pancakes-\$7.95**

Freshly prepared 3 fluffy buttermilk pancakes topped with whooped real butter. (add toppings Strawberry banana/ blueberry/mascarpone/Mexican leche/Chocolate \$1.99)



**Bacon, Egg & Cheese on (Roll/Bagel/ Croissant)- \$7.95**

Fresh-egg and your choice of cheese with bacon served on your favorite bagel/roll/croissant.



**Nutella Banana Croissant - \$7.95**

Croissant filled with Nutella and banana slices.



**(Sausage or Turkey), Egg & Cheese on (Roll/Bagel/ Croissant)- \$7.95**

Fresh-egg and your choice of cheese with sausage or turkey served on your favorite bagel/roll/croissant

**Nova Sandwich - \$10.95**

Toasted sesame bagel with cream cheese, smoked salmon, onions and tomatoes and olive oil drizzle.



## Lunch

### Panini

#### Tuna Melt Panini - \$9.95

Tuna salad, cheddar cheese, and tomato.

#### Honey Mustard Panini - \$9.95

Ham, turkey, cheddar, Swiss, lettuce, tomato, and honey mustard.

#### Tuscan Panini - \$9.95

Fresh mozzarella, spinach, tomato, basil, & olive oil.

#### Chicken Pesto Panini \$9.95

Grilled chicken, pesto sauce, roasted peppers, and mozzarella.



### Sandwiches

**B.L.T. \$8.95**

smoked bacon, lettuce and juicy tomatoes.

**Tampa Sandwich \$8.95**

Roasted pork, ham, melted Swiss, pickles, mayo & mustard on toasted bread.

**Turkey Club Sandwich \$8.95**

Turkey breast, bacon, lettuce, tomato, and honey mustard.

**Italian Sandwich \$8.95**

Cappy ham, salami, pepperoni, provolone, lettuce, roasted pepper, tomato, vinegar & olive oil.

**Tuna Sandwich -\$8.95**

Tuna, mayonnaise, celery, onion, lemon juice, pepper, and choice of bread.



**Grab & Go**

● **Salads & Salad Kits -**  
**\$6.99**

Caesar, Cobb, Greek, fruits\_

● **Turkey & Swiss - \$6.99**

turkey breast with Swiss  
cheese, lettuce, tomato, and  
mayo on baguette.

● **Chicken Caesar Wrap -**  
**\$6.99**

Grilled chicken, romaine  
lettuce, Parmesan cheese,  
and Caesar dressing wrapped  
in a tortilla.

● **Egg Salad Sandwich -**  
**\$6.99**

Creamy egg salad on soft  
bread.

● **Ham & Cheddar - \$6.99**

ham and cheddar with  
mustard or mayo on ciabatta.



## **Healthy Bowls**

### **Power Green Bowl - \$10.50**

Quinoa, kale, avocado, roasted sweet potatoes, and a lemon-tahini dressing.

### **Mediterranean Bowl - \$10.50**

Quinoa, hummus, roasted veggies, olives, feta, and a balsamic glaze.

### **La Cruto'n Acai Bowl - \$10.50**

Acai blended with banana, topped with strawberries, blueberries, chia seeds, and homemade granola.



## **Smoothies**

**Berry Bliss** - \$6.95

A blend of strawberries, blueberries, and oat milk.

**Green Power Smoothie** - \$6.95

Spinach, avocado, banana, and coconut water.

**Matcha Green Smoothie** - \$6.95

Japanese matcha, almond milk, banana, and honey.

**French Riviera Smoothie** - \$6.95

Spinach, avocado, almond butter, and banana with coconut water.

**Tropical Smoothie** - \$6.95

Mango, pineapple, and banana blended with yogurt.

**Green Machine** - \$6.95

Spinach, banana, apple, and almond milk blended for a refreshing green smoothie.



**Coffees & Teas**

**Hot Coffee** -\$3.00(m) \$4.00(xl)  
( COLOMBIAN, BRAZILIAN,  
ARABICA, DECAF, HAZELNUT, )  
Rich, full-bodied coffees brewed  
fresh.

**Latte** -\$3.50(m) \$4.50(xl)  
Espresso with steamed milk,  
available in vanilla or caramel.

**Espresso** - \$3.00  
A double shot of rich espresso.

**Cafecito** - \$ 4.00 /**Colada** -\$5.00  
Cuban espresso sweetened with  
sugar during the brewing process.

**Iced Cold Brew** - \$3.50(m)  
\$4.50(xl)  
Smooth cold brew steeped  
overnight.

**Matcha Latte** - \$4.00(xl)  
Japanese matcha green tea with  
steamed milk or almond milk.

**Classic Lemonade** - \$2.95  
Freshly squeezed lemons with a  
hint of sweetness.

**Coke Products Soft Drinks.** -  
\$1.20 (s), \$ 2.50 (m) \$ 3.50 (L)

**Ice cream \$ 4.50**

**Milk Shakes \$6.95**

**(Vanilla, Chocolate, Strawberry)**



## **Dessert**

### **Chocolate Lava Cake - \$6.00**

Warm chocolate cake with a molten center, served with vanilla ice cream.

### **New York Cheesecake - \$6.00**

Rich and creamy cheesecake served with fruit compote.

### **Key Lime Pie -\$6.00**

Tangy Key lime pie served with whipped cream.



## Summary of Commitment

HZIP LLC is honored to bring our unparalleled expertise in food service innovation and operational excellence to the Pinecrest Community Center Café, delivering a modern, community-driven dining experience that enhances the Village of Pinecrest's recreational and cultural environment. As a leader in hospitality management, we combine culinary creativity, cutting-edge technology, and sustainability practices to establish the Community Center Café as a gathering place for residents, families, and visitors alike.

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### Commitment to Culinary & Operational Excellence



- ✓ Featuring our LA CRUTO'N brand, known for its gourmet croissants, fresh salads, high-protein bowls, and premium beverages, carefully crafted to ensure exceptional taste and quality.
- ✓ A thoughtfully curated menu reflecting Pinecrest's character, balancing classic favorites like gourmet sandwiches, fresh wraps, and ice cream with modern offerings, including plant-based options and chef-inspired creations.



- ✓ Menu flexibility to adapt to seasonal trends and community feedback, ensuring a dynamic and engaging dining experience.
  - ✓ Seamless technology integration, including mobile ordering, self-service kiosks, and QR-enabled menus, offering fast, efficient service.
  - ✓ Contactless payment systems and data-driven analytics, reducing wait times and enhancing customer satisfaction.
- 

### Industry-Leading Health & Safety Standards



- ✓ Strict compliance with all local, state, and federal health regulations, ensuring the highest standards of food safety.
  - ✓ Advanced tracking systems for inspections, food safety certifications, and staff training, guaranteeing consistent quality assurance.
  - ✓ Eco-conscious sanitation measures, using biodegradable cleaning products and green cleaning protocols.
-

## Commitment to Sustainability & Environmental Responsibility



- ✓ 100% biodegradable and compostable packaging, reducing single-use plastics and minimizing waste.
  - ✓ Composting and recycling programs, ensuring responsible waste management.
  - ✓ Locally sourced ingredients from Florida farms and regional suppliers, supporting fresh, high-quality offerings while reducing the café's carbon footprint.
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## Community Engagement & Cultural Enrichment



- ✓ Transform the Pincrest Community Center Café into a cultural destination, offering live music, stand-up comedy, open mic nights, and themed dining experiences.
  - ✓ Host educational programs on nutrition, wellness, and sustainability, empowering the community with knowledge and engagement.
  - ✓ Foster local collaborations with artists, musicians, and small businesses, strengthening Pincrest's vibrant cultural landscape.
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## Financial Transparency & Partnership with Pincrest



- ✓ Guaranteed minimum monthly rent of \$5,000, ensuring a steady revenue stream for the Village of Pincrest.
  - ✓ 10% of gross revenue shared with the City, aligning our success with the growth of Pincrest's Community Center operations.
  - ✓ Investment in local marketing initiatives to drive awareness, increase visitor traffic, and enhance overall revenue potential.
  - ✓ Monthly financial reporting and operational transparency, ensuring a strong and accountable partnership.
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## Unparalleled Outcomes for Pinecrest



- ✓ A community-centered café experience, combining indulgent and health-conscious dining options with culinary creativity.
- ✓ Sustainability initiatives, positioning the café as a model for environmental responsibility.
- ✓ Revitalization of the Community Center as a cultural and social hub, drawing more visitors and fostering a sense of togetherness and

engagement.

- ✓ Economic growth through local partnerships, strengthening Pinecrest's business ecosystem and community connections.

At HZIP LLC, we are more than just a food service provider—we are pioneers in hospitality, sustainability, and community engagement. We are committed to making the Pinecrest Community Center Café a landmark dining experience, one that inspires connection, creativity, and excellence.

We look forward to collaborating with the Village of Pinecrest to bring this vision to life, delivering a transformative café experience that enriches the community and elevates Pinecrest's cultural and culinary offerings.



## Operational Manual



This employee handbook is designed to provide detailed operational guidelines for managing our concessions. It outlines procedures, policies, and responsibilities to ensure smooth operations and high standards of service for all facility users and guests.



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- **303 – Head Chef**
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- **901 – Legal and Regulatory Compliance**
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## Section 100 – Contact Information

Hzip LLC aims to provide high-quality, convenient, and diverse food and beverage options to enhance the daily experience of facility users. With a focus on excellence and customer satisfaction, our services are designed to meet the needs of a busy governmental environment.

### 101 – Management Contact List

This section outlines the primary points of contact within the management team. It includes contact information for essential roles responsible for overseeing and supporting daily operations. This information facilitates effective communication and efficient resolution of issues.

#### Concession Manager

- **Name:** Ili Umansky
- **Role:** Oversees all aspects of concession operations, including staffing, daily service, quality control, and customer service.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:** (808)818-3888
- **Email:** IU@hzip.org

#### Assistant Manager/Event coordinator

- **Name:** Victoria Avilo
- **Role:** Assists the Manager in daily operations, focusing on scheduling, inventory management, and employee training.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:**
- **Email:** vavilo@hzip.org

#### Head Chef

- **Name:** Not Yet known
- **Role:** Responsible for menu planning, food preparation, and kitchen team management. Ensures compliance with health and safety standards.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:**
- **Email:**
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## Customer Service Manager

- **Name:** Ili Umansky
- **Role:** Manages the customer service team, handles customer inquiries and complaints, and ensures customer satisfaction.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:** 808-818-3888
- **Email:** iu@hzip.org

## Vendor Relations Coordinator

- **Name:** Lina Bright
- **Role:** Manages relationships with food and beverage suppliers, oversees procurement processes, and ensures timely delivery and stock management.
- **Office Phone:** (808) 480-8800
- **Mobile Phone:**
- **Email:** lbright@hzip.org

## 102 – Maintenance Contact List

This section provides contact information for the maintenance team responsible for the upkeep and operational efficiency of the concession and vending equipment. It ensures that any maintenance issues can be addressed quickly and efficiently, minimizing downtime and maintaining high service standards.

## Maintenance Supervisor

- **Name:** Ili Umansky
- **Role:** Leads the maintenance team, coordinates all maintenance activities, ensures compliance with safety standards, and manages repair schedules.
- **Office Phone:** 808-480-8800
- **Mobile Phone:** (808)-818-3888
- **Email:** iu@hzip.org

## HVAC Technician

- **Name:** Airone
- **Role:** Specializes in maintaining and repairing heating, ventilation, and air conditioning systems to ensure optimal climate control within the Restaurant.
- **Office Phone:** [\(386\) 679-7090](tel:3866797090)
- **Mobile Phone:**
- **Email:**

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### Electrical Technician

- **Name:** Seacost Electric
- **Role:** Responsible for maintaining and repairing all electrical systems and equipment, ensuring they operate safely and efficiently.
- **Office Phone:** (386)264-4964

### Plumbing Technician

- **Name:** David Gray
- **Role:** Handles all plumbing issues, including water supply and waste management systems, to prevent disruptions and maintain hygiene standards.
- **Office Phone:** [904-605-8190](tel:904-605-8190)
- **Mobile Phone:**
- **Email:**

### Equipment Technician

- **Name:** Tech24
- **Role:** Focuses on the maintenance and repair of restaurant -specific equipment such as espresso machines, ovens, and vending machines.
- **Office Phone:** ((407) 278-6544
- **Mobile Phone:**
- **Email:**

### 103 – Vendor and Supplier Contact List

This section provides the contact details for all vendors and suppliers related to the restaurant and vending services. It ensures timely procurement of goods, services, and emergency support.

#### Food and Beverage Suppliers

**Name:** Food Supply

**Role:** Primary supplier of food ingredients and specialty items.

**Office Phone:** 386-763-7500

**Email:** [info@foodsupply.com](mailto:info@foodsupply.com)

**Address:** 3100 S. Ridgewood Av. Unit 100 South Daytona, FL 32119

#### Coffee and Tea Supplier

**Name:** Restaurant Depo

**Role:** Supplier of coffee beans, tea leaves, and related products.

**Office Phone:** [\(407\) 295-4300](tel:407-295-4300)



**Email:**

**Address:** 3451 W Princeton St, Orlando, FL 32808

### Vending Machine Services

**Name:** P & L Vending

**Role:** Provides and services vending machines.

**Office Phone** [\(904\) 599-3742](tel:9045993742)

**Email**

**Address:**

**Equipment Maintenance:** Tech24

**Role:** Focuses on the maintenance and repair of restaurant -specific equipment such as espresso machines, ovens, and vending machines.

**Office Phone:** ((407) 278-6544

### 103 - Vendor and Cleaning Supplies

**Name:** Restaurant Depo

**Role:** Provides janitorial and sanitation products.

**Office Phone:** [\(407\) 295-4300](tel:4072954300)

**Email:**

**Address:** 3451 W Princeton St, Orlando, FL 32808

### Packaging Supplies

**Name:** restaurant depo

**Role:** Supplier of biodegradable and eco-friendly packaging materials.

**Office Phone:** [\(407\) 295-4300](tel:4072954300)

**Email:**

**Address:** 3451 W Princeton St, Orlando, FL 32808

### Section 200 – Facility Information



201:

- **Location:**
- **Contact Number:** 808-818-3888
- **Website:** <https://www.sjgc.com/>

**Hours of Operation:**

**Monday-Sunday**

**203 – Additional Services and Policies**

- **Sustainability Initiatives:** Café uses biodegradable packaging and participates in recycling programs.
- **Health and Safety:** Café adheres to all local health regulations, with regular inspections to ensure food safety.
- **Guest Policies:**
  - Guests must adhere to facility policies, including appropriate conduct and adherence to posted concession rules.
  - No outside food or drinks permitted within the concession area.
- **Feedback and Complaints:** Feedback forms are available online and at the concession. Complaints or suggestions can also be directed to the manager or submitted through the website or by email : [OFFICE@HZIP.ORG](mailto:OFFICE@HZIP.ORG)

**Section 300 – Personnel/Job Descriptions**



## **301 – Facility Manager**

### **Responsibilities:**

- Oversee daily operations of the concession.
- Manage concession staff, including scheduling and payroll.
- Ensure customer satisfaction through management of complaints and service issues.
- Coordinate with suppliers and manage inventory.
- Maintain compliance with health and safety regulations.
- Financial management, including budgeting, sales reporting, and cash handling.

## **302 – Assistant Manager**

### **Responsibilities:**

- Assist the Manager in daily concession operations.
- Step in to manage the facility in the absence of the Manager.
- Supervise staff and help with training new employees.
- Handle administrative tasks like inventory and cash register reconciliation.
- Help ensure customer service is timely and professional.

## **303 – Head Chef**

### **Responsibilities:**

- Lead the kitchen team in food preparation and menu planning.
- Ensure the quality and safety of food served.
- Innovate and introduce new dishes to the menu.
- Manage kitchen staff, including scheduling and training.
- Oversee inventory and procurement of kitchen supplies.

## **304 – Customer Service Representatives/Event Coordinator**

### **Responsibilities:**

- Special event planning
- Greet and serve customers.
- Process orders and payments.
- Address customer inquiries and complaints.
- Ensure the dining area is clean and welcoming.
- Assist with food preparation and presentation as needed.

## **305 – Maintenance Staff**



### **Responsibilities:**

- Always maintain the cleanliness and hygiene of the facility.
- Perform regular maintenance checks and repairs on facility equipment.
- Respond to maintenance requests promptly.
- Ensure safety procedures are followed during maintenance tasks.
- Ensure that all vending machines are properly working and full.

## **306 – Bartender**

### **Responsibilities:**

- Prepare and serve alcoholic and non-alcoholic beverages to customers.
- Create and innovate new cocktail recipes, including zero-proof options.
- Maintain a clean and organized bar area, ensuring all supplies are stocked.
- Check customers' identification to ensure they meet age requirements for alcohol consumption.
- Engage with customers to ensure a pleasant experience, answering questions and taking orders.
- Manage bar inventory, including ordering and stocking supplies.
- Ensure compliance with health, safety, and alcohol service regulations.
- Assist with setting up and serving during special events and entertainment nights.
- Handle cash and credit transactions accurately, balancing the register at the end of each shift.
- Work with management to create and execute bar promotions and specials.

## **401 – Opening and Closing Procedures**



### **Opening Procedures:**

- Conduct a pre-opening inspection of the facility to ensure cleanliness and readiness.
- Review inventory levels and prepare necessary food items.
- Turn on all necessary equipment (coffee machines, ovens, etc.).
- Set up the dining and service areas, ensuring all materials are in place.
- Brief the team on the day's specials, any menu changes, and specific roles.

### **Closing Procedures:**

- Clean and sanitize all kitchen tools, equipment, and surfaces.
- Store leftover ingredients properly to ensure food safety.
- Secure all cash and receipts in a safe or lockbox.
- Turn off and unplug appliances, except those required to stay on for safety or maintenance.
- Lock all doors and set any alarms.

## **402 – Food Preparation and Safety Standards**

### **1. Compliance with Local Health Department Regulations**

- Obtain and display all required health permits and food safety certifications.
- Regularly review changes to local health codes and update operating procedures accordingly.
- Schedule periodic visits from health inspectors and maintain a log of inspection reports and any actions taken to rectify issues.

### **2. Staff Training on Food Safety Practices**

- Initial and ongoing food safety training for all new and existing staff, focusing on critical areas such as hand washing, proper glove use, and safe food handling techniques.
- Use visual aids and practical demonstrations to reinforce learning.
- Certify kitchen staff in food safety management and ensure at least one certified individual is present during operating hours.
- Keep records of all training sessions, including topics covered and attendance.

### **3. Cross-Contamination Prevention**

- Implement color-coded cutting boards and utensils to separate different food types (e.g., red for meats, green for vegetables).
- Designate specific equipment and storage areas for allergenic ingredients like nuts and gluten.
- Regularly train staff on the importance of cleaning and sanitizing workstations between tasks to prevent cross-contact of allergens.

### **4. Allergen Awareness**



- Provide clear information on menus about the presence of common allergens in dishes.
- Train staff to handle customer inquiries about allergens confidently and accurately.
- Implement a protocol for preparing food for customers with allergies, including using separate utensils and cookware.

#### 5. Verification of Cooking and Storage Temperatures

- Use calibrated thermometers to check cooking temperatures, ensuring meats reach safe internal temperatures as specified by health authorities.
- Regularly check and log temperatures in refrigeration and freezer units to ensure they are within safe storage ranges.
- Train staff on corrective actions to take if temperatures deviate from safe ranges.

#### 6. System for Tracking Food Expiration Dates and Stock Rotation

- Implement a digital or manual logging system to track the expiration dates of all ingredients.
- Use a FIFO (First In, First Out) system for using stock to ensure older items are used before newer ones.
- Conduct weekly checks to verify that the FIFO system is being followed and that no expired items are stored.

#### 7. Regular Audits of Food Safety Practices

- Schedule and conduct monthly internal audits of food safety practices to ensure compliance with training and operational standards.
- Use audit results to identify areas for improvement and implement corrective actions promptly.
- Consider third-party audits periodically to gain an external perspective on food safety practices.

#### 8. Documentation and Record Keeping

- Maintain comprehensive records of all food safety-related activities, including supplier deliveries, temperature checks, cleaning schedules, and staff training.
- Ensure that all documentation is readily available for inspection by health authorities.

### 403-Safety Protocol and Procedures

#### 1. Regular Hand Washing:

- Staff must wash hands thoroughly with soap and warm water for at least 20 seconds before and after handling food, after using the restroom, after touching face or hair, and after handling garbage.
- Hand washing must be done at designated handwashing stations equipped with soap, warm water, and disposable towels.



## **2. Use of Gloves:**

- Staff must wear disposable gloves when handling ready-to-eat foods.
- Gloves must be changed frequently, especially after handling raw meat, poultry, or seafood, and after any activity that may contaminate the gloves.
- Hands must be washed before putting on a new pair of gloves.

## **3. Proper Sanitization:**

- All surfaces, including countertops, cutting boards, and prep tables, must be cleaned and sanitized before and after each use.
- Equipment and utensils must be cleaned and sanitized after each use.
- Approved sanitizing solutions must be used as per manufacturer's instructions to ensure effective germ-killing action.

## **4. Temperature Control:**

- All perishable foods must be stored at safe temperatures (below 40°F for refrigeration, below 0°F for freezing).
- Hot foods must be kept at or above 140°F.
- Temperature logs must be maintained and monitored regularly.

## **5. Mandatory Hand Washing:**

- Staff must wash hands as outlined in the food safety protocols.
- Hand washing must be reinforced with visual reminders and supervision

## **6. Clean Uniforms:**

- Staff must wear clean uniforms, including aprons and hats/hairnets, at all times.
- Uniforms must be laundered regularly to maintain hygiene.

## **7. Hair Restraints:**

- Staff with long hair must tie it back and wear hairnets or hats to prevent hair from contaminating food.

## **8. No Jewelry:**

- Staff must remove all jewelry, except for plain wedding bands, to prevent contamination and avoid accidents.

## **9. Daily Cleaning:**

- All surfaces, equipment, and utensils must be cleaned and sanitized at the start and end of each shift, and between tasks.
- High-touch areas, such as door handles, light switches, and POS systems, must be sanitized frequently.

## **10. Approved Cleaning Products:**

- Only approved cleaning and sanitizing products must be used.
- Staff must follow the manufacturer's instructions for proper use and dilution of cleaning products.

## **11. Sanitization Log:**

- A sanitization log must be maintained to record the date, time, and areas cleaned and sanitized, along with the name of the staff member responsible.



## 404 – Customer Service Protocols

### 1. Greeting Customers

- Staff should acknowledge each customer within 30 seconds of their entry, regardless of how busy the service area may be.
- Use a friendly, open demeanor with a standard greeting such as, "Welcome to Café How can I assist you today?"
- Train staff to recognize regular customers and greet them with personalized comments when appropriate.

### 2. Providing Menu Information

- Ensure that all staff members are thoroughly familiar with every item on the menu, including seasonal or special items.
- Develop a detailed menu guide that includes descriptions, ingredients, and potential allergens for each dish, which can be referenced quickly by staff when needed.
- Train staff to proactively offer this information, particularly in regard to common allergens and dietary preferences (e.g., vegan, gluten-free options).

### 3. Accuracy and Efficiency in Order Taking

- Implement a standardized procedure for taking orders, whether manually written or input into a digital system, to minimize errors.
- Use read-back techniques where staff repeat the customer's order back to them to ensure accuracy before finalizing it.
- In digital ordering systems, ensure screens are customer-facing so that customers can confirm their order details.

### 4. Handling Customer Complaints

- Develop a step-by-step protocol for addressing complaints that all staff are trained to follow, which includes listening actively, empathizing with the customer, offering viable solutions, and following up to ensure satisfaction.
- Train staff on using calm and respectful tones, regardless of the customer's demeanor. Role-play scenarios can be effective for this training.
- Implement a system where unresolved issues are escalated to a manager or senior staff member immediately.

### 5. Training for Peak Hours

- Conduct regular training sessions that focus on handling high-volume periods without sacrificing service quality. Include strategies for multitasking and stress management.
- SEE peak hour playbook that outlines specific roles and responsibilities for each staff member during busy times.
- Use scheduling software to ensure adequate staffing during expected peak periods based on historical sales and traffic data.

## 405- PEAK HOURS OPERATIONAL PROCEDURES



The playbook will provide clear, step-by-step instructions for common scenarios encountered during peak periods, including

**Expanded Ordering Options:**

- ✓ Adding Additional Employees if necessary.
- ✓ Instructions for using QR codes to facilitate self-service ordering, including how to assist customers with the process.
- ✓ Procedures for using handheld devices to take orders and process payments, ensuring staff are trained to handle these tools effectively.
- ✓ Addition of Buzzers to facilitate quicker pick-up time and eliminate bottlenecks.

**Communication Protocols:**

- ✓ Established methods for relaying information quickly, and effectively.
- ✓ Making sure that whatever order register system is used is fully functional and easily backed up.
- ✓ Implement strategies for coordinating tasks and responsibilities to ensure smooth operation and support during busy times such as out loud repeat of orders.

**(30 Minutes Before Peak):**

- ✓ Staff Briefing: Conduct a briefing with all staff to review roles, responsibilities, and peak hour strategies.
- ✓ Setup: Ensure all stations are fully stocked, equipment is operational, and ordering systems (QR codes, handheld devices) are working.
- ✓ Menu Prep: Prepare as much food as possible in advance to minimize preparation time during peak hours.

**Initial Customer Flow (First 15 Minutes):**

- ✓ Order Management: Use a streamlined order-taking process to handle incoming orders quickly. Utilize QR code ordering and handheld devices to speed up the process.
- ✓ Kitchen Readiness: Ensure that kitchen staff are ready to handle the increased volume of orders, with clear instructions for prioritizing high-demand items.
- ✓ Customer Service: Front-line staff should focus on quick, efficient service while maintaining quality and addressing any customer concerns promptly.

**Mid-Peak Operations (15-30 Minutes):**

- ✓ Monitor Flow: Keep track of customer flow and adjust staffing as needed to address any bottlenecks or delays.
- ✓ Order Fulfillment: Ensure that orders are being processed and delivered promptly. Utilize additional kitchen staff if necessary to maintain pace.
- ✓ Communication: Maintain clear communication between front-line staff and kitchen staff to ensure orders are fulfilled correctly and efficiently.

**Peak Management (30-45 Minutes):**

- ✓ Efficiency Review: Assess the effectiveness of current processes and make real-time adjustments to improve service speed and quality.
- ✓ Customer Interaction: Continue to manage customer interactions effectively, addressing any issues or complaints quickly to maintain satisfaction.
- ✓ Support: Support staff should assist with restocking supplies, cleaning, and handling special requests to keep operations running smoothly.

**Post-Peak Actions (45-60 Minutes):**

- ✓ Order Wrap-Up: Ensure that all outstanding orders are completed and that any remaining customers are served efficiently.
- ✓ Staff Debrief: Conduct a brief debriefing with staff to discuss what went well and identify any areas for improvement.
- ✓ Cleanup and Restocking: Begin cleanup and restocking procedures to prepare for the next peak period.



## **Chef's Peak Hour Preparation Checklist**

### **Beginning of Work**

- Confirm that all menu items are prepared according to specifications.
- Brief kitchen staff on their roles and responsibilities for peak hours.
- Ensure compliance with food safety protocols and staff are wearing proper PPE.

### **1 Hour Before Peak Starts**

- **Inventory Check:** Verify that all essential ingredients and supplies are stocked.
- **Equipment Check:** Ensure all cooking equipment is operational and preheated as necessary.
- **Prep Work:** Complete necessary prep work (e.g., chopping, marinating, preparing sauces).
- **Order Management System:** Verify that QR code and handheld devices are functioning correctly and verify there is a paper in the printer +extra.
- **Menu Check:** Ensure high-demand items are prominently prepared.

### **30 Minutes Before Peak Starts**

- **Final Prep:** Complete any last-minute prep work needed for the peak period.
- **Staff Briefing:** Conduct a final briefing with staff to review timing and procedures.

### **During Peak Hours**

- **Monitor Order Flow:** Track the progress of incoming orders and adjust priorities as needed.



- **Quality Control:** Monitor the quality and presentation of food items.
- **Efficient Cooking:** Use timers and coordinate cooking processes to maximize efficiency.
- **Communication:** Maintain effective communication with front-line and support staff.
- **Inventory Management:** Track ingredient usage and notify support staff if replenishment is needed.

### **Post-Peak Actions**

- **Order Wrap-Up:** Ensure all remaining orders are completed and delivered.
- **Cleanup:** Clean all kitchen equipment and surfaces thoroughly.
- **Staff Debriefing:** Conduct a brief meeting with staff to review performance and identify areas for improvement.
- **Inventory Recheck:** Assess inventory levels and reorder supplies as needed.
- **Review and Plan:** Review feedback and update the Peak Hour Playbook with any new insights.

### **6. Continuous Improvement and Feedback**

- Regularly solicit feedback from customers through comment cards, digital platforms, or direct conversation to gauge the effectiveness of the customer service protocols.
- Hold monthly meetings with staff to discuss what's working and what isn't, encouraging them to share their observations and suggestions.
- Update training and operational protocols based on customer feedback and staff input to continually refine the customer service process.

### **7. Empowering Staff**

- Encourage staff by empowering them to make small customer-centric decisions without always needing managerial approval, such as replacing a dish or offering a discount if a customer is dissatisfied.



- Recognize and reward staff members who consistently provide excellent customer service or handle difficult situations well.

## 406 – Inventory Management

### Implementing an Inventory Tracking System

- **Clover** management software that integrates with the facility point-of-sale (POS) system for real-time tracking of sales and stock levels.
- Ensure the system includes features for tracking stock levels, generating reordering alerts when supplies fall below predetermined thresholds, and reporting capabilities to analyze usage patterns and adjust stock levels accordingly.
- Conduct training sessions for all relevant staff members on how to use the inventory management system effectively. Include training on inputting new stock, updating stock levels after deliveries, and checking out stock as it's used.

### Regular Inventory Audits

- Conduct weekly and monthly audits to verify the accuracy of the inventory tracking system. Compare physical stock counts with system records.
- Develop a standard procedure for inventory audits that includes a checklist of items to be counted, instructions on how to count (e.g., weighing bulk items, counting individual units), and guidelines for reporting discrepancies.
- Establish a process for investigating and correcting discrepancies between physical counts and system records, such as updating system data, checking for input errors, or addressing theft and misuse.

### Supplier Relationships

- Evaluate suppliers based on reliability, quality of products, pricing, and delivery schedules. Prefer suppliers who practice sustainable and ethical sourcing.
- Build long-term relationships with key suppliers to negotiate better prices, prioritize delivery schedules, and access bulk purchase discounts.
- Identify and establish relationships with backup suppliers to ensure supply chain resilience in case of disruptions with primary suppliers.

### Training Staff on Inventory Practices

- Ensure all staff members understand the importance of inventory control and their role in maintaining it. Training should cover topics such as the correct way to receive, store, and handle stock, particularly perishable items.



- Train staff on techniques to minimize waste, such as using **older stock first (FIFO)**, proper storage methods to extend shelf life, and creative uses for ingredients that are nearing the end of their usability.
- Educate staff on the implications of theft and **establish clear policies and controls to deter and detect theft**, including random audits and secure storage for high-value items.

### Technological Integration

- Utilize data from the inventory system to make informed decisions about menu changes, promotions, and bulk purchasing, based on consumption trends and seasonal availability of products.

### Monitoring and Continuous Improvement

- Hold regular review meetings with key staff to discuss inventory levels, any issues with suppliers, and opportunities for cost savings.
- Create a feedback loop where staff can suggest improvements to inventory practices based on their daily experiences.

## 407 – Emergency and Safety Procedures

### Emergency Response Plan

- **Identify Risks** such as potential emergency scenarios specific to the concession location, including fires, medical emergencies, natural disasters (e.g., hurricanes, floods), and security threats.
- **Plan Creation** should include specific actions to take for each type of emergency, designated safe areas, primary and secondary evacuation routes, and procedures for accounting for all staff and customers.
- **Plan Accessibility** to all employees, available in both digital and physical formats. Consider translating the plan into relevant languages to accommodate all staff members.
- **Regular Updates of** the emergency plan at least annually or whenever changes in layout, staff, or other significant factors occur. Changes should be communicated to all employees promptly.

### Staff Training on Emergency Procedures

- **Initial Training:** Provide comprehensive emergency training for all new employees during their orientation. This training should cover understanding the emergency response plan, recognizing fire types and using fire extinguishers, administering basic first aid, and performing CPR.
- **Refresher Courses:** Conduct annual refresher training to ensure all staff are familiar with the procedures and any new changes to the emergency plans.



- **Role-Specific Training:** Assign specific roles to staff members during an emergency, such as who calls 911, who **uses fire extinguishers**, and who assists in evacuation. Training should be role-specific where necessary.

### Conducting Regular Drills

- Conduct **emergency drills at least twice a year** to practice evacuation procedures, the use of fire extinguishers, and other safety protocols.
- Simulate different types of emergencies to ensure staff can react appropriately under various conditions.
- After each drill, hold a debriefing session to discuss what went well and where improvements are needed. Adjust the emergency response plan based on feedback from these drills.

### Accessibility of Emergency Contact Numbers

- Post emergency contact numbers prominently in the facility.
- Maintain a comprehensive list of emergency contacts, including local police, fire departments, hospitals, poison control, and utility companies.
- Include contact information for **all employees for emergency communication** purposes.

### Maintenance of Safety Equipment

- **Regular Inspections:** Schedule **monthly inspections** to check the functionality and accessibility of all safety equipment, including fire extinguishers, first aid kits, emergency lighting, and smoke alarms.
- **Clear Markings:** Clearly **label all safety equipment** and ensure that nothing obstructs access to them.
- **Replacement and Servicing:** Replace or service safety equipment according to the manufacturer's recommendations or as needed based on wear or expiration.

## 408 – Maintenance and Upkeep Schedule

### Daily Maintenance Tasks

- **Equipment Start-Up and Shut-Down Procedures:** Check all kitchen appliances and equipment are functioning correctly at the start and end of each day.
- **Surface Cleaning:** Wipe down all cooking surfaces, counters, and tables. Sanitize surfaces that come into direct contact with food.
- **Dishwashing:** Clean all used dishes, utensils, and cooking equipment with hot, soapy water followed by sanitization.
- **Floor Cleaning:** Sweep and mop kitchen, dining area, and restroom floors.
- **Sanitary Check:** Replenish supplies including soap, toilet paper, and hand towels; clean and sanitize all surfaces, including toilets, sinks, and door handles.



- **Trash Disposal:** Empty all trash bins in the kitchen, dining area, and restrooms, replace liners, and sanitize the bins.

### Weekly Maintenance Tasks

- **Deep Cleaning of Cooking Equipment:** Thoroughly clean ovens, grills, fryers, and microwaves to remove grease and food debris.
- **Refrigeration Cleaning:** Check and clean refrigerator coils, clear drain lines, and verify temperature settings.
- **Pest Control Inspection:** Check for signs of pests and clean areas behind and beneath equipment where debris can accumulate.
- **Drain Cleaning:** Flush drains with a drain cleaner to prevent clogs and ensure smooth operation.
- **Inspect Light Fixtures:** Ensure all areas are well-lit; clean and replace any faulty bulbs or fixtures.

### Monthly Maintenance Tasks

- **Deep Cleaning Session:** Conduct a comprehensive cleaning of the entire facility, including areas not covered in daily or weekly tasks. This includes ceilings, walls, and storage areas.
- **Equipment Functionality Check:** Test all kitchen appliances and equipment to ensure they are operating efficiently. Schedule professional maintenance for any that are not.
- **Safety Equipment Check:** Inspect fire extinguishers, smoke detectors, and first aid kits to ensure they are fully functional and accessible.
- **Furniture and Fixtures Inspection:** Check chairs, tables, and other furniture for stability and wear. Repair or replace as necessary.
- **HVAC System Check:** Clean vents and replace filters in the heating, and ventilation, if necessary to ensure optimal air quality and efficiency.

### Seasonal/Annual Maintenance Tasks

- **Deep Freeze Service:** For facility with significant freezer use, have a professional service to prevent frost buildup and ensure the freezer is operating at peak efficiency.
- **Compliance Review:** Review compliance with local health and safety codes and address any issues prior to inspections.

### Record Keeping

- Maintain a log of all maintenance activities, including what was done, who performed it, and any follow-up actions required. This documentation is crucial for tracking the effectiveness of maintenance protocols and providing accountability.



## **409- DAILY MAINTENANCE SCHEDULE AND CHECKLIST**

### **Daily Restaurant and Kitchen Maintenance Checklist**

#### **Kitchen Area:**

- Inspect and clean all surfaces (counters, cutting boards, prep tables).
- Check and refill soap and sanitizer dispensers.
- Verify that all equipment (ovens, fryers, grills, etc.) is in working order.
- Ensure all refrigeration units are at proper temperature and fully stocked.
- Sharpen knives and clean utensils.
- Check inventory levels for ingredients and supplies; restock as needed.
- Run dishwashers to ensure they are clean and ready for use.
- Sanitize all sinks and faucets.
- Ensure all waste bins are empty and lined.

#### **Dining Area: (Deck)**

- Wipe down and sanitize all tables .
- Clean and sanitize menus.
- Clean floors if needed.
- Check and refill condiments, napkins, and other table supplies.
- Restock as necessary.
- Ensure the POS systems are working and fully charged.

#### **During Service**

##### **Kitchen Area:**

- Clean and sanitize workstations between tasks.



- Keep floors clean and free of spills.
- Monitor food temperatures regularly.
- Refill ingredients and supplies as needed.
- Wash hands and change gloves regularly.
- Empty trash bins when full.

### **Dining Area**

- Clear and clean tables promptly after guests leave.
- Wipe down high-touch areas (door handles, railings, etc.) frequently.
- Sweep floors regularly to keep the dining area tidy.
- Refill condiment stations and beverage dispensers as needed.
- Attend to customer needs and ensure their satisfaction.

## **Closing Procedures**

### **Kitchen Area:**

- Clean and sanitize all surfaces, including countertops, boards, and prep tables.
- Empty and sanitize sinks and faucets.
- Deep clean grills, ovens, fryers, and other cooking equipment.
- Clean and organize refrigeration units; discard expired or spoiled items.
- Sweep and mop floors.
- Empty and clean waste bins; remove trash from the premises.
- Soak and sanitize all utensils, pots, pans, and other kitchen tools.
- Run dishwashers and clean them afterward.
- Turn off all appliances and equipment.

### **Dining Area:**

- Wipe down and sanitize all tables and chairs.
- Clean and sanitize menus.
- Vacuum and mop floors.



- Clean restrooms thoroughly and restock supplies.
- Empty and sanitize trash bins; remove trash from the premises.
- Ensure all lights and electronics are turned off.
- Lock all doors and secure the premises.

## **410- WEEKLY MAINTENANCE SCHEDULE AND CHECKLIST**

### **Weekly Deep Cleaning Tasks**

#### **Kitchen Area:**

- Clean and sanitize exhaust hoods and filters.
- Deep clean and descale coffee machines and beverage dispensers.
- Clean behind and under all kitchen equipment.
- Inspect and clean refrigeration coils.
- Deep clean floor drains and grease traps.
- Organize and clean pantry and storage areas.
- Inspect and clean air vents and HVAC systems

#### **Dining Area:**

- Polish and clean all glass surfaces (windows.).
- Dust and clean all light fixtures and ceiling fans.
- Clean and sanitize high chairs and booster seats.

## **411- MONTHLY MAINTENANCE SCHEDULE AND CHECKLIST**

### **Monthly Maintenance Checklist**

#### **Kitchen Area**

- Deep clean and sanitize all kitchen equipment (ovens, fryers, grills, mixers, etc.).
- Clean and sanitize all refrigeration units, including shelves and drawers.
- Deep clean and descale dishwashers.
- Clean and sanitize ice machines and check for mold or mildew.



- Deep clean exhaust hoods, filters, and ductwork.
- Clean and sanitize behind and underneath all kitchen appliances and equipment.
- Inspect and clean grease traps.
- Deep clean floor drains and check for clogs.
- Clean and organize pantry and storage areas, check for expired items.
- Inspect and clean refrigeration coils.
- Deep clean and sanitize all sinks and faucets.
- Inspect and deep clean garbage disposals.
- Reorganize and sanitize kitchen shelves and cabinets.

#### **Maintenance Tasks:**

- Check and calibrate kitchen thermometers and equipment.
- Inspect and maintain all kitchen appliances and equipment; schedule repairs if needed.
- Lubricate hinges, handles, and other moving parts of kitchen equipment.
- Test and replace batteries in smoke detectors and fire extinguishers.
- Inspect plumbing for leaks or blockages; schedule repairs if needed.
- Check and replace water filters in beverage dispensers and ice machines.

#### **Dining Area**

#### **Deep Cleaning Tasks:**

- Shampoo carpets and deep clean all flooring.
- Polish and clean all glass surfaces (windows, mirrors, etc.).
- Clean and sanitize all tables, chairs, and high-touch areas.
- Deep clean and sanitize menus.
- Clean and sanitize highchairs and booster seats.
- Deep clean and sanitize condiment stations and beverage dispensers.
- Clean and sanitize all light fixtures and ceiling fans.
- Dust and clean all decorative elements and wall hangings.
- Inspect and clean air vents and HVAC systems.



### **Maintenance Tasks:**

- Inspect and repair any damaged furniture (tables, chairs, booths, etc.).
- Lubricate hinges, handles, and other moving parts of dining area fixtures.
- Test and replace batteries in smoke detectors and fire extinguishers.
- Inspect plumbing in restrooms for leaks or blockages; schedule repairs if needed.
- Check and replace air filters in HVAC systems.

### **Restrooms**

#### **Deep Cleaning Tasks:**

- Deep clean and sanitize all restroom fixtures (toilets, sinks, urinals).
- Clean and sanitize restroom floors and walls.
- Deep clean and sanitize restroom mirrors and glass surfaces.
- Inspect and clean air vents and HVAC systems in restrooms.

#### **Maintenance Tasks:**

- Inspect plumbing for leaks or blockages; schedule repairs if needed.
- Test and replace batteries in smoke detectors and fire extinguishers.
- Check and restock restroom supplies (soap, paper towels, toilet paper).
- Inspect and repair any damaged fixtures or amenities.

### **General Maintenance**

#### **Deep Cleaning Tasks:**

- Deep clean and sanitize all employee break rooms and locker rooms.
- Clean and organize all storage areas and utility rooms.
- Deep clean and sanitize trash cans and waste disposal areas.

#### **Maintenance Tasks:**

- Inspect and maintain all safety and security systems (alarms, cameras, etc.).
- Schedule pest control inspections and treatments.
- Inspect and repair any structural issues (walls, ceilings, floors).



## 412-QUARTERLY MAINTENANCE SCHEDULE AND CHECKLIST

### Kitchen Area

#### Deep Cleaning Tasks:

- If needed Deep clean all cooking and baking equipment, including ovens, fryers, grills, and stoves.
- Inspect and clean all kitchen exhaust systems, including ductwork and ventilation.
- Thoroughly clean and sanitize all storage areas, including dry storage and walk-in coolers/freezers.
- Deep clean and sanitize under and behind all kitchen appliances and equipment.
- Inspect and clean the interior and exterior of all refrigerators and freezers.
- Descale dishwashers and other water-using appliances to remove lime and calcium buildup.

#### Maintenance Tasks:

- Inspect and replace any worn or damaged kitchen utensils and equipment.
- Check and service refrigeration units, including checking refrigerant levels and inspecting door seals.
- Inspect and service gas connections and appliances.
- Conduct a comprehensive inspection of all plumbing systems for leaks and clogs.
- Replace water filters in beverage dispensers and ice machines.

### Dining Area

#### Deep Cleaning Tasks:

- Shampoo and deep clean all carpets and upholstery.
- Polish and deep clean all hardwood floors and other types of flooring.
- Clean and sanitize all light fixtures, including chandeliers and wall sconces.
- Thoroughly clean and sanitize all windows, mirrors, and glass surfaces.

#### Maintenance Tasks:



- Inspect and repair any wear and tear on dining furniture, including tables, chairs, and booths.
- Check and maintain all electrical fixtures, including lighting and power outlets.
- Inspect and service HVAC systems, including changing filters and cleaning ducts.
- Conduct a thorough inspection and maintenance of all fire safety equipment, including extinguishers and smoke detectors.

### **Restrooms**

#### **Deep Cleaning Tasks:**

- Deep clean and sanitize all restroom fixtures, including sinks, toilets, and urinals.
- Thoroughly clean and disinfect all restroom walls and floors.
- Clean and sanitize all restroom mirrors and light fixtures.

#### **Maintenance Tasks:**

- Inspect and maintain all plumbing fixtures, including faucets, drains, and pipes.
- Replace any worn or damaged restroom fixtures, including soap dispensers and hand dryers.
- Service and maintain all restroom ventilation systems.

### **General Maintenance**

#### **Deep Cleaning Tasks:**

- Thoroughly clean and organize all storage and utility areas.
- Deep clean and sanitize all employee break rooms and locker rooms.

#### **Maintenance Tasks:**

- Conduct a thorough inspection and maintenance of the building's exterior, including the roof, walls, and foundation.
- Schedule and perform pest control services.
- Inspect and maintain all security systems, including cameras and alarms.
- Check and maintain all safety equipment, including first aid kits and emergency exit signs.



## **413- YEARLY MAINTENANCE SCHEDULE AND CHECKLIST**

### **Kitchen Area**

#### **Deep Cleaning Tasks:**

- Conduct a comprehensive deep cleaning of the entire kitchen, including all equipment, surfaces, and storage areas.
- Steam clean and sanitize all kitchen floors and walls.

#### **Maintenance Tasks:**

- Conduct a thorough inspection and overhaul of all major kitchen equipment, including deep cleaning and servicing.
- Inspect and service the entire HVAC system, including duct cleaning and filter replacement.
- Test and calibrate all kitchen thermometers and temperature controls.
- Conduct a thorough inspection and maintenance of all gas and electrical systems.

### **Dining Area**

#### **Deep Cleaning Tasks:**

- Conduct a deep cleaning of the entire dining area, including all furniture, flooring, and decorative elements.
- Steam clean all upholstery and drapery.

#### **Maintenance Tasks:**

- Inspect and refurbish or replace any worn or damaged furniture and fixtures.
- Conduct a comprehensive inspection and maintenance of all electrical and plumbing systems.
- Perform a thorough inspection and maintenance of all safety and fire protection systems.

### **Restrooms**

#### **Deep Cleaning Tasks:**

- Conduct a deep cleaning and sanitization of all restroom areas, including fixtures, floors, and walls.



**Maintenance Tasks:**

- Perform a comprehensive inspection and maintenance of all restroom plumbing and fixtures.
- Inspect and maintain all restroom ventilation and electrical systems.

**General Maintenance**

**Deep Cleaning Tasks:**

- Conduct a deep cleaning and organization of all storage and utility areas.
- Deep clean all exterior areas, including windows, doors, and walkways.

**Maintenance Tasks:**

- Conduct a comprehensive inspection and maintenance of the building's structural integrity, including the roof, foundation, and exterior walls.
- Schedule and perform a thorough pest control inspection and treatment.
- Conduct a full review and maintenance of all security and safety systems, including updating any outdated equipment.



## 501 – Expense Tracking and Reporting

- **Implement daily logging of all operational expenses**, including cost of goods sold, labor, utilities, and miscellaneous expenses. Utilize accounting software to streamline this process.
- **Generate weekly and monthly financial reports to provide a clear view** of the facility financial health. These reports should include profit and loss statements, cash flow statements, and expense reports.
- Use the data from reports to identify trends, manage costs, and adjust budget allocations or operational practices as needed to enhance profitability.
- Schedule quarterly and annual audits to ensure accuracy in financial reporting and compliance with accounting standards.

## 502 – Pricing and Profitability Management

- **Market Analysis:** Conduct periodic market research to understand competitive pricing and customer expectations. Adjust pricing strategies accordingly to remain competitive while ensuring profitability.
- **Discounts and Promotions:** Strategically use discounts and promotions to increase customer traffic and sales volumes, especially during off-peak hours, while monitoring the impact on overall profitability.

## 503 – Budgeting and Financial Planning

- Develop an annual budget **that includes projected revenue and expenses** based on historical data and future forecasts. The budget should account for seasonal variations in business activity.
- Plan for future **capital expenditures such as equipment purchases** or renovations. Include a timeline and budget for each project and sources of financing.
- Allocate **a portion of the budget for unexpected expenses** or emergencies to ensure financial stability.
- **Regularly compare actual financial performance against the budget.** Investigate variances and adjust operational or financial strategies as necessary.

## 504 – Vendor and Supplier Payments

- **Timely Payments:** Establish protocols for timely processing of invoices and payments to vendors and suppliers to maintain good business relationships and ensure a steady supply of products.
- **Discount Utilization:** Take advantage of early payment discounts if offered by suppliers. Conversely, manage cash flow by using the full payment term allowed when necessary.
- **Record Keeping:** Maintain detailed records of all transactions, including invoices, payments, and contract terms, for financial transparency and to resolve any discrepancies.



- **Supplier Review:** Periodically review supplier performance and costs. Negotiate contracts to improve terms and reduce costs or switch to alternative suppliers if better pricing and service levels are available.

## Additional Considerations

- **Financial Software Utilization:** integrate Square (e.g., inventory, POS) for real-time financial monitoring and decision-making.
- **Staff Training:** Train management and relevant staff on financial principles, expense tracking, and budget adherence to foster a financially aware culture within the facility.



## 601 – General Safety Guidelines

- **Training and Education:** Conduct regular safety training sessions for all staff. Training should cover general workplace safety, emergency response, handling of hazardous materials, and proper use of safety equipment.
- **Safety Audits:** Perform quarterly safety audits to identify potential hazards in the workplace. Use the findings to implement corrective actions and prevent future incidents.
- **Equipment Safety:** Ensure that all equipment is maintained according to the manufacturer's guidelines. Staff should be trained on the proper use of each piece of equipment, with clear instructions available near each machine.
- Design the workspace to prevent injuries and accidents. This includes proper storage of supplies, adequate spacing between furniture, and safe traffic patterns in the kitchen and dining areas.
- **Emergency Equipment:** Maintain well-marked and easily accessible emergency equipment, including fire extinguishers, first-aid kits, and emergency exit signs. Regularly check and restock these items to ensure they are ready for use.

## 602 – Incident Reporting and Response

### 1. Incident Reporting System

#### Digital Incident Reporting Form: [WWW.HZIP.ORG](http://WWW.HZIP.ORG)

- Utilize a web-based incident management system like SafetyCulture (iAuditor), which allows for the creation of customizable digital forms that can be accessed via smartphones, tablets, or computers.
- **Implementation:**
  - Set up digital forms specific to different types of incidents (safety, security, customer complaints, etc.). Ensure these forms are simple and guide the user through submitting all necessary details.
  - Provide training for all staff on how to access and use the digital form. Install the application on company devices or ensure the form can be accessed securely from personal devices.
  - Establish notifications so that when a form is submitted, it immediately alerts the facility manager or the designated safety officer.

### 2. Dedicated Phone Line [808-818-3888](tel:808-818-3888)

- **System Choice:** A dedicated phone line that is managed by internal security or a designated staff member during business hours. For non-business hours, it can be directed to a voicemail system that is checked first thing each morning.
- **Implementation:**
  - Publicize the phone number throughout the premises, including back-of-house areas, and include it in the employee handbook.



- Ensure that the phone line has recording capabilities, with clear consent messages, to keep a record of all calls for later review and action.

### 3. Physical Incident Report Box

- **System Choice:** Install a secure, lockable box in a private but accessible area within the staff spaces of the facility.
- **Implementation:**
  - Provide incident report forms next to the box, ensuring there is ample space for employees to describe the incident in detail.
  - Regularly (at least once per shift) check the box for new reports, ensuring confidentiality and a prompt response to any issues raised.
  - Train staff on the importance of using the box for reporting sensitive or anonymous concerns.

### Anonymity Option: [OFFICE@HZIP.ORG](mailto:OFFICE@HZIP.ORG)

- **Implementation:** For the digital form and physical report box, include an option to submit the report anonymously. Make clear in training and on the form itself that details can be left out if desired for anonymity, but more information may aid in resolving the incident more effectively.

### Immediate Response Protocol

- A standard operating procedure (SOP) for responding to incidents, which outlines the steps to be taken as soon as an incident is reported, depending on its nature. This includes securing the scene, providing first aid, contacting emergency services, and notifying upper management.
- **Training:** All staff should be trained on this protocol during their initial training and through regular refresher courses. Use role-playing and scenario-based training to ensure staff are comfortable and prepared.
- **Review:** Regularly review the response times and effectiveness of responses to incidents. Adjust training and protocols based on feedback and the outcomes of incident management.

### 2. Investigation Procedures

- **Initial Assessment:** Once an incident is reported, conduct an initial assessment to determine the severity and impact of the incident. This assessment will guide the subsequent steps and the depth of the investigation required.
- **Investigation Team:** Appoint a dedicated team or individual responsible for conducting investigations. This team should include members with knowledge of operations and safety protocols, and if necessary, legal or external advisors.



- **Root Cause Analysis:** Utilize root cause analysis techniques to investigate incidents. This involves identifying not just the immediate causes but also underlying issues that may have contributed to the incident. Techniques might include the "Five Whys" method or cause-and-effect diagrams.
- **Timeliness:** Ensure investigations are carried out promptly to gather accurate information and to signal the importance of safety and security within the organization.

### 3. Documentation

- **Detailed Records:** Maintain meticulous records of all incidents, including but not limited to:
  - Description of the incident
  - Date and time
  - Location within the establishment
  - Names and accounts of witnesses and involved parties
  - Steps taken immediately following the incident
  - Any temporary measures implemented pending investigation
- **Secure Storage:** Store all records securely in compliance with data protection regulations. Digital records should be backed up regularly, and access should be restricted to authorized personnel only.
- **Retention Policy:** Implement a clear policy on the duration for which incident records will be retained, based on legal requirements and operational needs.

### 4. Review and Feedback

- **Regular Reviews:** Schedule regular reviews of incidents and the effectiveness of the response procedures. This could be monthly, quarterly, or bi-annually depending on the frequency and severity of incidents.
- **Feedback Mechanism:** Develop a mechanism for gathering feedback from employees and other stakeholders on the incident management process. This could be through surveys, suggestion boxes, or regular safety meetings.
- **Continuous Improvement:** Use the insights gained from reviews and feedback to continuously improve the incident reporting and management system. Update training programs, refine reporting tools, and adjust safety protocols as needed.

### 5. Training and Awareness

- **Regular Training:** Conduct regular training sessions for all staff on how to report incidents and the importance of doing so. Include practical scenarios and role-playing exercises to ensure staff are comfortable with the process.
- **Awareness Campaigns:** Run ongoing awareness campaigns to keep safety at the forefront of employees' minds. Use posters, newsletters, and team meetings to reinforce the importance of reporting and addressing safety concerns.



## 603 – Security Measures and Access Control

- **Staff Identification:** Require staff to wear visible identification badges while on the premises to help maintain a secure environment.
- **Data Security:** Protect financial data, employee records, and customer information with appropriate cybersecurity measures. Train staff on the importance of data security and safe internet practices.
- **Collaboration with Local Law Enforcement:** Develop relationships with local law enforcement and security professionals to enhance security measures and response times in case of emergencies.

## Additional Measures

- **Regular Security Training:** Provide security training for staff, focusing on prevention, awareness, and proper response to security threats.
- **Emergency Contact List:** Maintain an updated emergency contact list accessible to all staff, including numbers for local emergency services, management, and security system providers.

## Section 700 – On-Boarding

### 701 – Regulations and Compliance



## **Our Culture**

At Hzip LLC we believe in creating a welcoming atmosphere not just for our customers but for every member of our team. We strive to foster an environment that encourages creativity, respect, and teamwork. We believe that the best results are achieved when everyone works together harmoniously and with a shared sense of purpose.

## **Our Mission**

Our mission is to provide exceptional food and outstanding service in a friendly and inviting atmosphere. We are committed to using high-quality, ingredients and to being a valued member of our community. We aim to not only be a place where people can enjoy a great meal but also a local hub that contributes positively to our country.

## **Our Core Values**

We are dedicated to the highest standards of quality in both our products and our service. And continually strive for excellence in everything we do. We operate in a culture of integrity and respect for our customers, our colleagues, and our community. Every interaction should reflect our respect for each other and the contributions everyone makes to our facility. We encourage creativity and innovation in our daily operations. We are always looking for better ways to serve our customers and improve our processes. We believe in giving back to our community and operating in a sustainable manner that respects the environment.

## **A Note From Management**

Welcome to the team! We are thrilled to have you with us and are excited about the contributions you will make. As part of our facility, you are now a crucial member of our family, and we look forward to seeing you grow and succeed with us. Your role here is important, and your actions will directly contribute to the shared success of our establishment.

We are here to support you every step of the way. Please feel free to share your thoughts, ideas, and feedback, as we believe every voice matters and contributes to our collective success. Let's make every day at Café an outstanding holiday that our customers will remember!

## **2. Employment Policies**

### **Equal Employment Opportunity Statement**



At Café we are committed to creating a diverse and inclusive environment. We provide equal employment opportunities to all employees and applicants without regard to race, color, religion, sex, national origin, age, disability, or genetics. This commitment extends to all aspects of our employment practices, including recruiting, hiring, training, promotion, compensation, benefits, and termination.

We strive to create a workplace that reflects the diversity of the community we serve and where everyone feels empowered to bring their full, authentic selves to work.

### Employee Classification

- **Full-Time Employees:** Defined as employees who are scheduled to work an average of 40 hours per week. Full-time employees are eligible for all company-provided benefits, subject to any qualifications under the specific benefit programs.
- **Part-Time Employees:** Defined as employees who are scheduled to work less than 40 hours per week. Part-time employees are eligible for some company-provided benefits, which will be specified in the benefits documentation.
- **Temporary Employees:** Employees hired for a specific short-term project or a fixed period, not exceeding 12 months. Temporary employees are not typically eligible for company-provided benefits except where required by law.
- **Probationary Period:** New employees typically undergo a probationary period of 90 days from the date of hire. During this time, employees are assessed to ensure they meet the job requirements and fit into the company culture. Continued employment beyond this period is contingent upon satisfactory performance.

**At-Will Employment:** Employment at Café is at will. This means that both the employee and the employer have the right to terminate the employment relationship at any time, with or without cause, and with or without notice. This at-will employment relationship will remain in effect throughout an employee's tenure with Café and may only be altered by a written agreement signed by both the employee and the CEO/President of the company. Nothing in this handbook or in any document or statement shall limit the right to terminate employment at will. No supervisor or representative of Café is authorized to make any assurances to the contrary.

## 3. Code of Conduct

### *Ethical Standards*

Café, we expect all employees to conduct themselves with the highest levels of integrity, honesty, and ethical behavior. This commitment extends to all interactions with coworkers, customers, suppliers, and the public. We require:

- **Honest Communication:** Be truthful in all dealings and avoid misleading or deceptive practices.



- **Respect for Company Property:** Use company resources responsibly and only for legitimate business purposes.
- **Confidentiality:** Safeguard confidential information and not disclose it without proper authorization.
- **Compliance with Laws:** Adhere to all applicable laws and regulations governing our operations.

### **Attendance and Punctuality**

Reliable attendance is crucial to our operations and the level of service we provide:

- **Scheduled Work Hours:** Employees are expected to be ready to work at the start of their scheduled shift.
- **Lateness:** If you anticipate being late, notify your supervisor as soon as possible. Repeated tardiness may result in disciplinary action.
- **No-Shows:** Failing to show up for a scheduled shift without notice is considered a serious violation of our policies. Such a violation of our policy can lead to dismissal of the employee.
- **Reporting Absences:** Report absences in accordance with our absence reporting procedure, preferably at least 24 hours in advance, except in cases of sudden illness or emergency.

### **Dress Code**

To maintain a professional and safe work environment, we have established the following dress code guidelines:

- **Uniforms:** Employees must wear the provided uniforms during work hours and ensure they are clean and neat.
- **Personal Appearance:** Maintain a clean, professional appearance at all times. Visible tattoos should be non-offensive, and piercings should be conservative and in compliance with safety standards.
- **Safety Gear:** Where required, safety gear must be worn according to the guidelines provided during training.

### **Harassment and Discrimination Policy**

Café maintains a zero-tolerance policy for harassment or discrimination based on race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity or any other status protected by law.

- **Procedures for Reporting:** Employees who feel harassed or discriminated against should report the incident immediately to their supervisor or the Human Resources department.
- **Investigation Process:** All reports of harassment or discrimination will be investigated promptly and thoroughly. Confidentiality will be maintained to the extent possible.



- **Disciplinary Measures:** Employees found to have violated our harassment and discrimination policies will face disciplinary action, up to and including termination of employment.

## 4. Operational Policies

### Health and Safety Compliance

Café we prioritize the health and safety of our employees and customers above all else. Our comprehensive health and safety policies are designed to ensure a safe working and dining environment.

- **All employees involved in food preparation must hold a current food handler's certificate** and follow all food safety practices, including proper storage, temperature controls, and cross-contamination prevention measures.
- **Maintain cleanliness standards in all areas of the facility**, following a daily cleaning schedule. Use only approved cleaning agents and ensure proper dilution and storage of cleaning supplies.
- **Adhere to all guidelines related to safe use of equipment** and ergonomics to prevent workplace injuries. Report any faulty equipment or hazards to management immediately.

### Emergency Procedures

Preparedness is key to effectively managing emergencies. Our procedures are designed to protect everyone in the facility and minimize disruptions.

- **Fire:** In the event of a fire, follow the RACE protocol—Rescue, Alarm, Confine, and Extinguish/Evacuate. Use fire extinguishers only if trained and it is safe to do so, otherwise evacuate immediately via marked exits.
- **Medical Emergency:** For any medical emergencies, call emergency services immediately. Administer first aid only if trained and certified. Keep clear records of the incident as part of our incident reporting procedures.
- **Natural Disasters:** Follow specific protocols for natural disasters like earthquakes or severe weather, which include evacuation plans and designated safety zones within the facility

### Security Protocols

Security is essential to protect our staff, customers, and assets. We implement rigorous security measures to prevent theft and ensure personal safety.

- **Cash Handling:** **All cash must be handled according to strict procedures to prevent theft.** Use designated secure routes when transporting cash within the facility and ensure that cash registers are never left unattended.
- **Property Security:** **Maintain secure locking systems for all entrances and exits.** Use surveillance cameras as deterrence and for recording in the event of theft or other security incidents.



- **Personal Safety:** Encourage staff to be aware of their surroundings and **report any suspicious activity immediately**. Provide training on how to handle potentially aggressive or violent situations.

## 5. Compensation and Benefits

### *Wages and Salaries*

- **All Employees** **are paid bi-weekly on Fridays**. Each payment covers all hours worked during the previous two-week period.
- All employees **are required to clock in and out** using the electronic timekeeping system. This record is used to calculate pay and ensure accuracy in compliance with labor laws.
- Overtime must **be pre-approved by management** and is paid at one and a half times the regular rate for hours worked over 40 in a workweek, in accordance with federal and state labor laws.

### *Benefits*

- **Paid Time Off (PTO):** Employees accrue PTO at a rate of **1 hours per pay period**, which can be used for vacation, personal time, or illness. Accrual begins on the first day of employment and can be used after 90 days of employment.
- **Parental Leave:** We **offer up to 4 weeks of paid parental leave** for the primary caregiver following the birth or adoption of a child. Secondary caregivers are eligible for **up to 2 weeks of paid leave**.
- **Other Benefits:** Additional benefits include employee discounts and ongoing professional development opportunities.

### *Performance Reviews*

- **Evaluation Process:** Performance reviews are conducted annually to assess each employee's work performance, adherence to HZIP LLC standards, and achievement of personal and professional goals set during the previous review.
- **Timing:** Reviews are typically scheduled in January for all employees, regardless of their start date. Interim reviews may also occur as needed, particularly for new employees or those in new roles.
- **Outcome:** Reviews can result in salary adjustments, promotions, and developmental feedback to help employees grow in their roles and achieve their career objectives.

## 6. Workplace Policies

### *Internet and Email Use*

- The internet and email facilities provided by Café are intended for business use to improve efficiency and communication. Limited personal use is permissible but should not interfere with work duties.
- Employees are expected to use the Internet and email systems responsibly. **Forbidden activities include visiting inappropriate websites, downloading unauthorized software, and engaging in activities that could harm the facility network or reputation.**



- **Security:** Do not share passwords and be vigilant about opening attachments or links from unknown sources to prevent viruses and other malware.
- **Monitoring:** Be aware that Café reserves the right to monitor all internet and email traffic on its systems to ensure compliance with this policy.

### Substance Abuse Policy

- Café maintains a strict zero-tolerance policy regarding the use, possession, sale, or influence of illegal drugs and alcohol within the workplace. This policy is in place to ensure the safety and security of all employees and customers.
- Violation of this policy will result in disciplinary action, up to and including immediate termination of employment, and may have legal consequences.
- Employees struggling with substance abuse are encouraged to seek help voluntarily. Café will provide support for recovery, including referral to appropriate treatment and counseling resources.

### Smoking Policy

- **No Smoking:** Smoking (including the use of e-cigarettes and vape pens) is strictly prohibited within all indoor and outdoor areas of the facility property. This policy extends to any area within view of customers or entrances to ensure a clean and inviting environment.
- Employees found violating the smoking policy will face disciplinary action, which may include warnings, fines, or termination, depending on the severity and frequency of the offenses.
- **Support for Quitting:** Café supports employees who wish to quit smoking by providing access to cessation programs and resources. Information on these programs can be obtained from the Human Resources department.

## 7. Leave Policies

### Vacation Leave

- **Eligibility:** All full-time employees are eligible for vacation leave. Part-time employees are eligible on a pro-rated basis based on the number of hours worked.
- **Accrual:** Unpaid Vacation leave accrues monthly at a rate determined by the length of service. For the first two years, employees accrued .85 days per month (10 days per year). After two years, this increases to 1.25 days per month (15 days per year).
- **Usage:** Vacation leave can be used after six months of continuous employment. Employees are required to submit vacation requests at least two weeks in advance. Approval is subject to staffing needs and is granted on a first-come, first-served basis.
- **Carryover:** Up to 5 days of unused vacation leave may be carried over into the next calendar year. Unused leave beyond this limit will be forfeited.



### Sick Leave

- **Eligibility:** All employees, regardless of their employment status, accrue sick leave at the rate of one day per month, starting from the first day of employment.
- **Usage:** Sick leave can be used for illness, injury, or medical appointments. Employees are encouraged to notify their supervisor as soon as possible, preferably before the start of their workday.
- **Documentation:** For absences of three consecutive days or more, a doctor's note may be required to verify the need for sick leave.
- **Carryover:** Unused sick leave can be carried over from year to year with no maximum limit.

### Family and Medical Leave

- **Eligibility:** In compliance with the Family and Medical Leave Act (FMLA) or similar local regulations, employees are eligible for up to 12 weeks of unpaid leave within 12 months after having worked for Café for at least 12 months and for 1,250 hours over the past 12 months.
- **Usage:** Leave may be used for the birth and care of a newborn, placement of a child for adoption or foster care, to care for an immediate family member with a serious health condition, or for the employee's own serious health condition.
- **Notification Requirements:** Employees must provide 30 days advance notice when the leave is foreseeable, or as much notice as possible when not foreseeable.
- **Job Protection:** Employees will be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

## 8. Employee Development

### Training and Development

Café is committed to fostering a culture of continuous learning and professional growth. We provide various opportunities for employees to enhance their skills and knowledge, crucial for career advancement and personal development.

- **Types of Training:**
  - **Onboarding Training:** Comprehensive introduction to facility operations, customer service, and health and safety protocols for all new hires.
  - **Ongoing Training:** Regularly scheduled sessions covering advanced customer service skills, new menu items, updates in facility operations, and refreshers on compliance and safety.
  - **Specialized Training:** For employees moving into new roles or taking on new responsibilities, specialized training is tailored to those needs.
- **External Courses and Workshops:** Support for attending external courses, workshops, and seminars that can enhance job performance and career progression. Eligibility for funding or partial funding for such activities is based on job relevance and budget availability.



- **Feedback and Assessment:** Post-training feedback is collected to assess the effectiveness of training programs and adapt future training to better meet employee needs and organizational goals.

### Promotions and Transfers

- **Criteria for Promotion:**

- **Performance:** Consistently meets or exceeds job performance standards.
- **Experience:** Adequate experience in the current role or in tasks relevant to the new position.
- **Skill Competency:** Demonstrates the skills and knowledge required for the higher-level position.
- **Leadership and Initiative:** Shows leadership qualities and the ability to take initiative, which are essential for higher-level positions.

- **Process for Promotion:**

- **Application:** Employees interested in promotion must apply when positions are posted internally. The application must include an updated resume and a cover letter outlining the qualifications and reasons for seeking the promotion.
- **Review:** Applications are reviewed by a panel, typically consisting of the facility manager, HR representative, and a relevant department head.
- **Interviews:** Selected candidates will be interviewed to further assess their suitability for the position.
- **Decision:** Decisions on promotions are made based on merit, qualifications, and business needs.

- **Transfer Procedures:**

- **Voluntary Transfers:** Employees seeking a transfer must submit a request to HR detailing the reasons for the transfer and the desired position or location.
- **Involuntary Transfers:** Occasionally, business needs may necessitate reassigning employees to different roles or locations. Such decisions are communicated clearly, and support is provided to ease the transition.
- **Consideration:** All transfer requests are considered based on operational needs, employee performance, and career development goals.

## 9. Disciplinary Procedures

### Standards of Discipline

- **Purpose:** To maintain a professional and safe working Café has established clear behavioral standards. Violations of these standards may result in disciplinary action, up to and including termination.
- **Prohibited Behaviors:** The following are examples of behavior that can lead to disciplinary action:
  - **Non-compliance with facility policies or procedures.**
  - **Unethical conduct**, including theft, fraud, or deliberate falsification of records.
  - **Insubordination** or refusal to follow legitimate management instructions.



- **Harassment or discrimination** of any kind.
  - **Safety violations** that put oneself or others at risk.
  - **Poor performance** does not improve even after feedback and additional training.
  - **Excessive absenteeism or tardiness** without valid reasons.
- **Progressive Discipline** Café generally adheres to a system of progressive discipline. This may start with a verbal warning for minor infractions, escalating to written warnings, suspension, and ultimately, termination for more serious or repeated violations. Each step in the disciplinary process is documented.

### Grievance Procedures

- **Purpose:** Café is committed to providing a fair and respectful working environment. Employees are encouraged to bring forward any grievances related to workplace issues, including disputes with colleagues, dissatisfaction with management decisions, or concerns about workplace safety.
- **Filing a Grievance:**
  - **Step 1:** The employee should first attempt to resolve the issue informally by discussing it with their immediate supervisor.
  - **Step 2:** If the issue cannot be resolved informally or if it involves the supervisor, the employee should submit a formal grievance in writing to the Human Resources department. The grievance should clearly describe the issue, the parties involved, any steps already taken to resolve it, and the desired outcome.
  - **Step 3:** HR will review the grievance, conduct any necessary investigations, and may involve other relevant managers or external advisors if required.
  - **Step 4:** A meeting will be arranged with the employee to discuss the grievance and proposed resolutions.
  - **Step 5:** A decision or resolution will be provided in writing to the employee within a specified timeframe, generally no more than 30 days from the initial submission of the grievance.
- **Appeal:** If the employee is not satisfied with the resolution, they may appeal the decision. Details on how to appeal and the timeline for doing so should be provided along with the grievance resolution.

## 10. Termination and Resignation

### Resignation (Voluntary Termination)

- Employees are requested to provide **at least two weeks' notice in writing** when resigning from their position, to allow sufficient time for the facility to manage the transition and prepare to fill the vacancy.
- **Procedure:** The resignation letter should be submitted to the employee's direct supervisor and should include the intended last day of work and a brief reason for leaving, if the employee chooses to provide it.



- **Final Paycheck:** All earned wages and accrued benefits, where applicable, will be paid on the next regular payday following the employee's last day of work, unless state law requires earlier payment.

### Termination (Involuntary Termination)

- **Conditions:** Employment at Café is at-will and may be terminated by either the employer or employee at any time, for any legal reason, or for no reason at all. However, involuntary termination of employment may occur under various circumstances including, but not limited to, poor performance, misconduct, restructuring, or failure to comply with company policies.
- **Procedure:** Termination decisions will be communicated in a meeting with the employee, the employee's supervisor, and a Human Resources representative. The employee will be informed of the reasons for termination and the effective date.
- **Final Paycheck:** The employee will receive their final paycheck including any accrued benefits on their last day of work, or as required by state law.

### Exit Interviews

- **Purpose:** Exit interviews are conducted to gain insights into the work environment and employee experiences to improve organizational practices and employee satisfaction. They are typically voluntary.
- **Procedure:**
  - **Scheduling:** Exit interviews should be scheduled on one of the employee's last days or shortly after the employee's departure.
  - **Conduct:** The interview is usually conducted by a Human Resources representative and may cover topics such as the reason for leaving, experiences with the establishment, and suggestions for improvement.
  - **Confidentiality:** Information gathered during exit interviews is treated confidentially, and used only to improve workplace conditions and practices.

## 11. Acknowledgment Page

I, \_\_\_\_\_, hereby acknowledge that I have received and read the Café Employee Handbook. I understand the policies, procedures, and expectations set forth in this handbook. I have had the opportunity to ask any questions I have about the handbook, and all my questions have been answered to my satisfaction.

I understand that this handbook is intended to provide general guidelines and may not cover every possible situation that might arise in the workplace. I agree to abide by the policies outlined in this handbook and understand that these policies do not constitute a contract of employment, nor do they guarantee employment for any specific duration.



I acknowledge that it is my responsibility to adhere to the policies and procedures described in this handbook, and that failure to do so could lead to disciplinary action, up to and including termination of employment. I also understand that the policies outlined in this handbook may be amended or revoked Café at any time, at the company's sole discretion.

I understand that this handbook supersedes any prior versions and that I should refer to this handbook for the most current information regarding Café policies.

**Employee Signature:** \_\_\_\_\_

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

**Supervisor Signature:** \_\_\_\_\_

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

This handbook should be provided to every new employee as part of their onboarding process and be readily available for reference at any time. Regular updates should be made to the handbook to reflect changes in law, regulations, or company policies.

## 702 – Required Equipment and Supplies

### *Personal Equipment*

- **Provided by Employer:**
  - **Uniforms:** Café provides all employees with uniforms that must be worn during shifts. The uniform kit includes shirts, aprons, and caps. Employees are responsible for keeping their uniforms clean and presentable.
  - **Safety Gear:** For employees working in the kitchen Café provides all necessary safety gear, including gloves, non-slip shoes, and eye protection, as required for specific tasks.
- **Employee Responsibilities:**
  - **Footwear:** All employees are required to provide their own footwear. Footwear must be closed-toe, non-slip, and suitable for a food service environment.
  - **Personal Hygiene Items:** Employees must provide their own personal hygiene items such as hair ties for long hair and, if applicable, beard nets.



## Work Tools

- **Kitchen Equipment:** Employees working in the kitchen will receive training on how to operate all kitchen equipment such as ovens, blenders, and mixers. Regular maintenance checks are scheduled to ensure all equipment is safe and functional.
- **Point-of-Sale (POS) Systems:** Front-of-house staff will be trained on how to use the POS system for taking orders, processing payments, and managing customer queries.
- **Cleaning Apparatus:** All employees are trained on the correct use of cleaning tools and chemicals. Material Safety Data Sheets (MSDS) for all chemicals used in the facility are available in both the kitchen and the staff break room.

## Resource Accessibility

- **Accessibility of Tools and Equipment:**
  - All tools and equipment are stored in designated areas that are clearly labeled and easily accessible to staff members who require them for their work.
  - Inventory checks are performed regularly to ensure that sufficient tools and supplies are available without interruption.
- **Training and Manuals:**
  - Comprehensive training sessions are conducted for all new employees to familiarize them with the tools and equipment they will be using.
  - Manuals for equipment and emergency procedures are kept in an easily accessible location and are available digitally through the employee intranet.
- **Safety and Usage:**
  - Regular training updates and refresher courses are provided to ensure that all employees are aware of any changes in operation procedures or new safety guidelines.
  - Supervisors conduct periodic reviews with team members to ensure they feel confident using the equipment and to assess if further training is needed.

## 703 – Transition Plan Implementation for Café Timeline and Milestones

### Phase 1: Setup, Planning, and Licensing

- **Step 1:** Finalize lease agreements and secure the concession space.
- **Step 2:** Apply for necessary business licenses, health department permits, and any other regulatory approvals required to operate a food service establishment in Saint John's County. Begin the process of securing liability insurance.
- **Step 3:** Confirm financing and budget allocations for setup costs, initial inventory, and staffing. Order necessary equipment and initial inventory of supplies.



**Milestone:** All legal, financial, and regulatory frameworks in place.

### **Phase 2: Design, Furnishing, and Equipment Installation**

- **Step 1:** Design the layout of the concession focusing on workflow efficiency and customer comfort. Receive and install equipment (coffee machines, refrigerators, seating, etc.).
- **Step 2:** Set up POS systems and digital menus. Begin installation of safety and security systems.
- **Step 3:** Set up menu, warning signs, and decorations.

**Milestone:** Physical setup and technical systems complete.

### **Phase 3: Staffing, Training, and Pre-Operational Testing**

- **Step 1:** Recruit and hire staff, including baristas, kitchen staff, and a manager.
- **Step 2:** Conduct intensive training sessions covering customer service, facility operations, emergency procedures, and menu specifics.
- **Step 3:** Run a soft opening with limited hours to stress test systems and staff.

**Milestone:** Staff fully trained and initial operational testing completed. (Assumption that all inspections are passed)

### **Phase 4: Final Preparations, Marketing, and Pre-Opening Event**

- **Step 1:** Finalize marketing materials and launch a campaign targeting local public using flyers, social media, and local partnerships.
- **Step 2:** Stock all food and beverage items, finalize interior décor and signage. Conduct final health and safety inspections and confirm receipt of all necessary permits and approvals.
- **Step 3:** Host a pre-opening event for local dignitaries and media to generate buzz.

**Milestone:** Concession fully operational, compliant with health regulations, and ready for the public.

### **Phase 5 : Grand Opening**

- **Official public opening of** Café
- **Continual Assessment:** Monitor operations and gather customer feedback for ongoing improvements.

## **704 – Staffing and Management Plan**



## Initial Orientation

- The orientation program is designed to welcome new employees Café and introduce them to our culture, mission, and values. It also aims to help new hires form initial connections within the team and understand the structure of the company.
- **Program Outline:**
  - **Day 1:** Introduction to Café, including history and vision. Overview of company policies, workplace safety, and administrative procedures such as payroll and benefits.
  - **Day 2:** Tour of the facility, introductions to all team members across departments, and meeting with direct supervisors and the management team.
  - **Day 3:** Review of employee handbook, discussion of company culture, expectations, and the resources available for personal and professional growth.
- At the end of orientation, new employees should feel informed, welcomed, and ready to begin their role-specific training.

## Role-Specific Onboarding

- **Detailed Walkthrough:** Each new hire receives a comprehensive overview of their specific job duties. This includes hands-on training with any tools or equipment they will use, an introduction to role-specific processes, and guidelines on how to handle common job-related scenarios.
- **Performance Metrics:** Clear communication of job performance standards and how they will be evaluated, including key performance indicators (KPIs), quality standards, and customer service expectations.
- **Timeline:** The role-specific onboarding process typically spans the first 4-6 weeks of employment, including periodic check-ins with supervisors to address any questions or challenges that arise.

## Integration Support

- **Mentor/Buddy System:** Assign a mentor or buddy from within existing staff to each new employee. This person acts as a first point of contact for general queries about day-to-day duties and integration into the team.
- **Role of the Mentor/Buddy:**
  - Assist with the practical aspects of the job and provide context about the work environment.
  - Help new employees navigate the social aspects of the workplace, introducing them to colleagues and inviting them to participate in informal and formal team activities.
- **Support Duration:** The formal mentorship or buddy relationship lasts for the first three months of employment, after which the new employee should feel fully integrated into the team. Informal support continues as needed.



## Staffing Strategy

- To ensure optimal staffing levels that meet the operational demands of Café throughout the year, adapting to changes in customer volume during peak times, special events, and seasonal fluctuations.
- **Implementation:**
  - Use historical sales data and customer traffic patterns to forecast staffing needs. Adjust schedules to accommodate anticipated increases or decreases in demand.
  - Implement a flexible staffing model that includes core permanent staff supplemented by part-time or temporary workers during peak periods.
  - Employees are trained in multiple roles to ensure they can be shifted as needed to meet changing demand, enhancing adaptability and reducing dependency on specific individuals.

## Management Structure

- **Hierarchy Overview:** Clearly define the organizational structure of Café, detailing each management role and its responsibilities.
  - **Top Management:** Includes the Concession Manager and Assistant Manager who are responsible for overall operations, strategic planning, and employee relations.
  - **Middle Management:** May include Shift (e.g., Kitchen Chef, Front of House Manager) who oversee the operational aspects of their respective areas during their shifts.
  - **Line-Level Staff:** Includes baristas, cooks, servers, and cleaners who report to their respective Shift Supervisors or Department Heads.
- **Reporting Protocols:**
  - Regular meetings are scheduled to ensure that information flows effectively from the top down and vice versa.
  - Employees are encouraged to communicate any immediate concerns to their direct supervisor who will address the issue or escalate it as necessary.
- All employees should follow the established chain of command for reporting issues, suggestions, or feedback. This ensures that the proper channels are used to address concerns efficiently and effectively.

## Succession Planning

- To identify and develop potential leaders within the existing workforce to fill key positions as they become available, ensuring continuity and the ability to dynamically respond to market changes.
- **Process:**
  - **Talent Identification:** Regularly assess the skills, performance, and potential of employees to identify potential leaders.
  - **Development Programs:** Provide targeted training and development opportunities to high-potential employees to prepare them for advancement. This may include leadership training, mentorship programs, and involvement in strategic projects.



- **Career Pathways:** Clearly outline potential career paths within the organization and share them with employees to foster transparency and motivate professional growth.
- **Performance and Potential Reviews:** Conduct regular reviews to discuss career aspirations with employees and align their goals with organizational needs.

## 705 – Training and Development

### Initial Training

To ensure that all new employees possess the necessary skills and knowledge to perform their roles effectively and safely.

- **Components:**
  - **Customer Service Training:** Focuses on communication skills, handling customer inquiries, managing complaints, and enhancing customer satisfaction.
  - **Food Preparation:** For kitchen staff, training includes food safety, proper handling and storage of ingredients, and specific cooking techniques relevant to the Café menu.
  - **Safety Protocols:** Instruction on workplace safety, including the use of kitchen equipment, handling of cleaning chemicals, and adherence to health and safety regulations.
  - **Emergency Procedures:** Comprehensive guidance on how to respond to various emergency situations, including fire, medical emergencies, and natural disasters.

### Ongoing Education

- **Purpose:** To maintain a high standard of service and adapt to changing industry trends by providing continuous learning opportunities.
- **Methods:**
  - **Workshops and Seminars:** Regularly scheduled sessions focusing on advanced topics in customer service, new culinary techniques, or updates in facility management.
  - **Online Courses:** Access to online learning platforms for employees to enhance their skills at their own pace. Courses can range from food safety certifications to management skills.
  - **Cross-Training:** Employees are trained in multiple areas of facility operations, enhancing versatility and providing a broader understanding of the business.

### Performance Evaluation

- **Conduct performance reviews annually,** with interim reviews as needed. These reviews are a dialogue between the employee and their supervisor to discuss performance, address any concerns, and set goals for future development.



- Feedback is constructive, aimed at recognizing achievements and identifying areas for improvement. Emphasis is placed on providing actionable advice and support to help employees meet their objectives.
- Together, the employee and supervisor set realistic and challenging goals for the coming period, aligning with both the Hzip LLC needs and the employee's career aspirations.

### **Skill Enhancement**

- **Support for Advancement:**
  - **Conference Attendance:** Encourages and supports attendance at relevant industry conferences, allowing employees to network with peers, gain insights into industry trends, and bring fresh ideas back to the facility.
  - **Certification Programs:** Supports obtaining professional certifications in areas such as food service management, barista skills, or culinary arts.

## **800– Quality Assurance**

### **801 Risk Identification**

Identifying risks is crucial in creating a safe and sustainable operating environment. We categorize risks into several types, including operational, financial, legal, and reputational. These include risks associated with day-to-day operations, such as equipment failures, safety hazards, and supply chain disruptions that could affect the Café ability to operate. could impact the financial health of the concession, such as cash flow shortages, unexpected cost increases, and theft. These encompass any legal challenges the concession might face, including non-compliance with health codes, employment laws, and lease agreements. These are risks that could damage the public perception of the facility, such as poor customer service, food safety issues, or negative press.

### **Mitigation Strategies**

Once risks are identified, effective strategies are crucial to minimize their impact or prevent them entirely:



- **Operational Risk Mitigation:**

- **Regular Equipment Maintenance:** Schedule and conduct regular maintenance to prevent equipment failures. Keep a log of maintenance activities.
- **Safety Training:** Regularly train staff on safety practices and emergency procedures to reduce the likelihood of accidents.
- **Supply Chain Diversification:** Avoid dependency on single suppliers by establishing relationships with multiple vendors.

- **Financial Risk Mitigation:**

- **Cash Flow Management:** Monitor cash flow regularly and maintain a reserve fund to handle unexpected expenses.
- **Theft Prevention:** Implement stringent security measures, including surveillance cameras and secure cash handling procedures.
- **Insurance Coverage:** Maintain adequate insurance coverage for property, liability, and business interruption.

- **Legal Risk Mitigation:**

- **Compliance Audits:** Regularly review operations to ensure compliance with all applicable laws and regulations. Employ the services of legal experts when necessary.
- **Employee Training:** Conduct training on legal obligations, such as employment laws and health code compliance, to prevent inadvertent violations.

- **Reputational Risk Mitigation:**

- **Customer Service Training:** Provide ongoing training for staff on customer service best practices to ensure positive customer interactions.
- **Quality Control:** Implement rigorous quality control measures to ensure that food and beverages are of the highest standard.
- **Crisis Management Plan:** Develop a crisis management plan to respond quickly to any reputational threats, including clear communication strategies

## 802 – Quality Control Procedures

- To ensure that all products and services delivered by Café meet established standards of quality consistently.
- **Implementation:**
  1. Utilize only reputable suppliers who meet our quality standards for freshness and safety.
  2. Follow standardized recipes and presentation guidelines to ensure that each menu item is consistent in quality and appearance.
  3. **Conduct daily reviews of food and beverage quality through random sampling by management or designated staff.**
  4. Ensure that cooking and service equipment is regularly maintained and calibrated to operate at optimal levels, preventing any compromise in food quality.



### 803 – Health and Sanitation Audits

- To maintain the highest levels of cleanliness and sanitation as per health department regulations and internal standards.
- **Schedule:**
  - Conduct **monthly internal audits to assess the cleanliness and sanitation of all areas of the facility**, including the kitchen, dining area, restrooms, and storage areas.
  - Prepare for and comply with all local health department inspections, which may occur randomly or be scheduled.
- **Action Plans:** Develop and implement corrective action plans for any issues identified during audits. Documentation of these plans and their execution is maintained for reference and compliance purposes.

### 804- Health Inspection Protocols:

1. **Internal Audits:** We will conduct routine internal health inspections, focusing on food safety protocols, equipment cleanliness, and staff hygiene practices. These audits will be documented and reviewed to address any identified issues promptly.
2. **Compliance with Local and State Health Regulations:** All operations will comply with the **Florida Department of Health** food safety regulations, including proper food handling, preparation, and storage practices to prevent contamination.
3. **Documentation and Record Keeping:** We will maintain detailed records of all health inspections, corrective actions taken, and staff training sessions. This documentation will be available for review during official health department inspections.
4. **Corrective Action Plan:** In the event of a health inspection finding, we will implement a corrective action plan immediately. This plan will include retraining staff, updating cleaning schedules, or making necessary equipment adjustments to ensure compliance.
5. **Staff Training on Health and Safety:** All employees will undergo regular training on health and safety protocols, including proper handwashing, safe food storage, and temperature control to maintain food safety standards.
6. **Regular Third-Party Audits:** To ensure continuous compliance, we will engage third-party health and safety auditors to perform routine checks. This will ensure that the café exceeds the local health department's standards.
- 7.

## Pre-Inspection Health and Safety Checklist

### 1. Food Handling & Preparation

- Handwashing stations are stocked with soap, disposable towels, and a hands-free trash can.



- Employees are following proper handwashing procedures.
- Gloves are being used when handling ready-to-eat food.
- Hair restraints (hairnets, hats) are worn by all food preparation staff.
- Food preparation surfaces are cleaned and sanitized regularly.
- Cross-contamination prevention measures are being followed (e.g., raw and cooked foods are stored separately).

## **2. Food Storage**

- Refrigeration units are functioning at proper temperatures ( $\leq 40^{\circ}\text{F}$  for refrigerators,  $\leq 0^{\circ}\text{F}$  for freezers).
- Temperature logs for cold and hot holding units are maintained.
- All food items are stored 6 inches off the floor and properly labeled.
- Raw meats are stored below ready-to-eat foods to prevent cross-contamination.
- Dry storage is clean, and no expired products are present.

## **3. Equipment & Utensils**

- Food thermometers are available, calibrated, and used regularly.
- Cooking and hot-holding equipment is functioning properly (e.g., ovens, warmers).
- All utensils and small wares are clean, sanitized, and properly stored.
- Dishwashing procedures (manual or machine) meet sanitization standards, including the use of approved sanitizers.

## **4. Cleaning & Sanitization**

- All work surfaces, cutting boards, and equipment are sanitized regularly.
- Floors, walls, and ceilings are clean and free of debris and food particles.
- Restrooms are clean, stocked, and properly maintained.
- Trash containers are clean, covered, and emptied regularly.



- Cleaning supplies are stored properly and labeled correctly.

## **5. Staff Hygiene & Training**

- All staff have up-to-date food handler certifications.
- Uniforms are clean, and staff are following personal hygiene protocols.
- Regular staff training on food safety, cross-contamination, and proper cleaning procedures has been completed.

## **6. Pest Control**

- No signs of pest activity (e.g., droppings, chew marks).
- Pest control measures (e.g., traps, exclusion barriers) are in place and documented.
- Waste disposal areas are clean, covered, and away from food storage and preparation areas.

## **8. Temperature Control**

- All hot food is held at or above 140°F.
- All cold food is held at or below 40°F.
- Daily temperature logs for refrigerators and hot-holding units are maintained.
- Foods are being cooled rapidly from 135°F to 70°F within 2 hours and from 70°F to 40°F within an additional 4 hours.

## **8. Documentation & Record Keeping**

- Temperature logs are up to date.
- Health inspection reports and corrective actions are documented.
- Employee training records are available.
- IPM records for pest control measures and inspections are maintained.



## 9. Emergency Procedures

- First aid kits are fully stocked and accessible.
- All staff are aware of emergency procedures (fire, medical, etc.).
- Fire extinguishers are inspected and accessible.

### 805 – Customer Satisfaction Surveys

- To gauge customer satisfaction and gather feedback on various aspects of the Café experience, including food quality, service, ambiance, and overall satisfaction.
- **Methodology:** [OFFICE@HZIP.ORG](mailto:OFFICE@HZIP.ORG)
  - Deploy surveys through multiple channels such as digital receipts, email follow-ups, and on-table cards.
  - Collect and analyze feedback regularly to identify trends, areas for improvement, and opportunities to enhance the customer experience.
  - Share key insights from customer surveys with staff and management to foster an environment focused on customer satisfaction.

## 806-Maintenance and Equipment Inspection Checklist (Recurring Monthly Tasks)

### 1. General Equipment Inspection

- Check for visible wear and tear on all equipment.
- Inspect safety features (e.g., emergency stops, guards).
- Test the basic functionality of all operational equipment.
- Ensure proper lubrication of moving parts.
- Inspect and test circuit breakers, fuses, and electrical panels.
- Check all wiring and connections for signs of wear or damage.
- Ensure all outlets and switches are functioning properly.

### 2. HVAC Systems

- Clean or replace air filters.
- Check thermostats for proper operation.
- Inspect and clean condenser and evaporator coils.



### 3. **Plumbing Systems**

- Check for leaks in pipes and fixtures.
- Test water pressure and drainage.
- Inspect water heaters for proper operation.

### 4. **Cleaning and Housekeeping**

- Clean and sanitize equipment surfaces.
- Ensure all areas are free of debris and clutter.
- Verify that all cleaning supplies are adequately stocked.

### 5. **Safety Equipment**

- Inspect fire extinguishers, ensuring they are fully charged and accessible.
- Test smoke and carbon monoxide detectors.
- Ensure first aid kits are fully stocked and accessible.

## **Quarterly Checklist**

### 1. **Detailed Equipment Inspection**

- Perform a detailed inspection of critical equipment, including dismantling as necessary to inspect internal components.
- Calibrate equipment to ensure accuracy and precision.

### 2. **Emergency Systems**

- Test all emergency lighting and backup power systems.
- Conduct fire drills and review emergency evacuation procedures with staff.
- Inspect and test fire suppression systems (e.g., sprinklers).

### 3. **Inventory Check**

- Conduct a full inventory of spare parts and supplies.
- Reorder any items that are running low.
- Ensure all tools and equipment are properly stored and labeled.

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## **Bi-Annual Checklist**



## 1. HVAC Systems

- Conduct a thorough inspection and cleaning of the HVAC system.
- Test and inspect all HVAC controls and sensors.
- Verify proper operation of the heating and cooling systems.

## 2. Plumbing Systems

- Inspect all plumbing systems for any signs of corrosion or mineral build-up.
- Test and flush water heaters and other water storage systems.
- Inspect sewer and drainage systems for blockages or damage.

## 3. Structural Inspection

- Inspect the building's structural components, including walls, floors, and ceilings, for any signs of damage or wear.
- Check windows and doors for proper sealing and operation.

# Annual Checklist

## 1. Comprehensive Equipment Audit

- Conduct a full audit of all equipment, including age, condition, and service history.
- Plan for any major repairs or replacements needed in the upcoming year.
- Update equipment records and maintenance schedules.

## 2. Compliance and Standards Review

- Review and update all safety and maintenance protocols to ensure compliance with current regulations.
- Conduct an internal audit to ensure all procedures are being followed.
- Schedule any necessary external inspections or certifications.

## 3. Training and Development

- Provide annual training sessions for staff on equipment operation, safety procedures, and emergency protocols.
- Review and update training materials based on new equipment or changes in operations.



- Gather feedback from staff on maintenance and equipment use to identify areas for improvement.

#### 4. Environmental Systems

- Inspect and service any environmental control systems (e.g., ventilation, waste management).
- Review and update sustainability practices, including recycling and energy usage.
- Conduct an environmental impact assessment to identify areas for improvement.

#### Signature and Acknowledgment

- **Maintenance Manager:** \_\_\_\_\_
- **Date:** \_\_\_\_\_
- **Facility Manager:** \_\_\_\_\_
- **Date:** \_\_\_\_\_

## 807- Equipment Failure Emergency Protocols Checklist

### 1. Assess the Situation

- Evaluate the severity of the equipment failure.
- Determine if there is an immediate safety risk (e.g., electrical malfunction, gas leak).
- **Shift Supervisor/Manager:**
  - Take charge of the situation and coordinate the response.
  - Contact emergency services (e.g., fire department) if necessary.
  - Notify park management and other relevant authorities.
- **Kitchen Staff:**
  - Immediately stop using the affected equipment.
  - Safely shut down other related equipment.
- **Support Staff:**
  - Direct customers away from the affected area.
  - Assist with evacuation if necessary.
  - Guide patrons to safe locations.



- For noncritical equipment failure offer different menu items that are not affected by failed equipment

## 2. Shutdown Procedure

- **Power Down Equipment:**
  - Turn off the affected equipment according to standard procedures.
  - Unplug equipment from the electrical outlet to prevent further issues.
- **Gas Line Safety:**
  - If the equipment is connected to a gas line, turn off the gas valve to the equipment.

### In Case of Gas Leak:

- ✓ Immediately shut down the entire gas line using the main gas shutoff valve.
- ✓ Evacuate the area and ensure no open flames or electrical sparks.
- ✓ Wait for a qualified fire safety specialist to assess the situation before reactivating the gas line.

## 3. Communication Procedure

- Inform all staff members of the situation via designated communication channels (e.g., walkie-talkies).
- Provide clear instructions on how to proceed based on the nature of the equipment failure.
- Give regular updates to keep all personnel informed of the situation status.
- Notify park management and relevant authorities about the incident and actions being taken.
- Prepare a communication statement for customers if service is affected.
- Coordinate with maintenance or emergency services to provide accurate information on

## 4. Equipment Inspection and Repair

- Have the affected equipment inspected by qualified maintenance personnel.



- Ensure necessary repairs are completed.
- Test the equipment to confirm it is safe before returning to operation.

## 5. Post-Incident Review and Reporting

- Document the incident, including the cause of the equipment failure, actions taken, and impact on operations.
- Submit the incident report to park management and other relevant stakeholders.
- Conduct a debriefing session with all staff involved in the incident.
- Review the response, identify areas for improvement, and discuss lessons learned.
- Update emergency protocols based on feedback.
- Inform park management and customers (if necessary) about the resolution and any changes made to prevent future incidents.

## 808 – Continuous Improvement Processes

- To establish a culture of continuous improvement by regularly evaluating operational practices, customer feedback, and industry trends.
- **Process:**
  - Hold regular bi monthly meetings with staff to discuss areas of improvement, new ideas, and customer feedback.
  - Encourage staff at all levels to suggest improvements in procedures, products, or customer service strategies by initiating a reward plan.
  - Adopt a structured approach to testing and implementing changes based on feedback and evaluations. Monitor the impact of changes and make adjustments as necessary.

Update training materials and practices to incorporate new standards or improvements in procedures and service delivery.

## 809-Alcoholic Beverages.

### Alcoholic Beverages Service Plan

#### 1. Designated Service Areas

- ✓ Alcoholic beverages will be sold and served exclusively at the designated snack bar counter.
- ✓ Alcoholic beverages may be consumed in the designated outdoor seating area adjacent to the snack bar.
- ✓ Alcoholic beverages are prohibited in areas not designated for consumption, such as playgrounds, athletic fields, and water-related areas, or any other areas outside of the snack bar deck.

#### 2. Types of Alcoholic Beverages to Be Served



- **Beer:** Domestic and imported beers in cans or bottles.
- **Frozen drinks such as Frozen Margaritas and Pina Coladas?**
- **Mixed drinks?**

#### 4. Service Dates and Times

- **Regular Service:** Alcoholic beverages will be served daily during operating hours. **Monday to Sunday:** 11:00 AM - 5:00 PM
- **Special Events:** For special events, service times may extend, but the sale or service of alcoholic beverages will cease one hour before the event's scheduled end time.

#### 5. Compliance with Laws and Regulations

- **Age Verification:** Servers will check the photo identification of all customers requesting alcoholic beverages to verify they are of legal drinking age (21+).
- **Training:** All servers have completed the Florida Responsible Vendor Act training, ensuring they are knowledgeable about responsible alcohol service.
- **Server Conduct:** Servers are prohibited from consuming alcoholic beverages during their shift and must refuse service to any customer who appears intoxicated.

#### 6. Safety Measures

- **Security Personnel:** During special events, additional security personnel will be on-site to monitor alcohol consumption and ensure compliance with regulations
  - **Designated Area Signs:** Clear, visible signs will be posted at the snack bar, outdoor seating areas, and throughout the park indicating that alcohol consumption is only allowed in designated areas.
  - **Prohibited Areas Signs:** Additional signs will be placed in areas where alcohol consumption is not permitted, such as playgrounds and athletic fields, to remind patrons of the restrictions.
  - **Age and Intoxication Warnings:** Signs will also be posted stating that alcoholic beverages will not be served to anyone under the legal drinking age or to individuals who appear intoxicated.

#### 7. Indemnity and Insurance



- **Insurance Coverage:** Hzip LLC must obtain the necessary liability insurance coverage as required by the County's Risk Management Division, with proof of coverage submitted to the relevant authorities.
- **Indemnification:** Hzip LLC agrees to indemnify and hold harmless Saint Johns County and its employees from any claims, damages, or losses arising from the sale or service of alcoholic beverages Café

## 8. Additional Conditions

- **Alcohol Storage:** Alcoholic beverages will be stored securely within the snack bar area when not in use.
- **Waste Management:** Empty bottles and cans will be disposed of in designated recycling bins, with regular clean-ups conducted to maintain the area's cleanliness.

## 900– Legal and Regulatory

### 901 – Legal and Regulatory Compliance

Ensuring compliance with legal and regulatory requirements is critical to operate responsibly and maintain our business integrity. Café will adhere to the following regulations:

- **Health and Safety Regulations:** Comply with all applicable local, state, and federal health and safety regulations to ensure the well-being of both employees and customers. This includes adhering to the guidelines set by the Florida Department of Business and Professional Regulation and local health departments.
- **Employment Laws:** Follow federal, state, and local employment laws including those related to wages, hours, discrimination, and workers' compensation.
- **Accessibility Standards:** Ensure compliance with the Americans with Disabilities Act (ADA) by providing adequate facilities and accommodations for all customers and staff.
- **Environmental Regulations:** Adhere to state and local environmental regulations concerning waste management and recycling.

### **Licensing and Certifications**

Maintaining the proper licenses and certifications is essential for legal and operational legitimacy.

- **Business License/Permit:** Obtain and annually renew a local business license from the city or county office.



- **DBPR Food Service License:** Secure a food service license from the Florida Department of Business and Professional Regulation for handling and serving food.
- **Sales Tax Permit:** Acquire a sales tax permit from the Florida Department of Revenue for selling goods and services subject to sales tax.
- **Employer Identification Number (EIN):** Register for an EIN from the IRS for tax purposes and employee hiring.
- **Certificate of Occupancy:** Ensure the facility premises meet local building codes and zoning requirements by obtaining a certificate of occupancy from the local government.
- **Health Department Permit:** Secure a permit from the local health department, confirming our compliance with sanitation and health standards.
- **Fire Department Permit:** Acquire any necessary permits from the local fire department to ensure compliance with fire safety regulations.
- **Certification:** Acquire and post all applicable certifications such as food and alcohol handling, OSHA certifications, Fires and Allergy Safety, and food management certifications.

## **Criminal Background Check Compliance**

To ensure the safety and security of all employees and patrons Café, we adhere strictly to Saint Johns County's regulations regarding criminal background checks. This policy outlines our commitment to conducting thorough background checks on all prospective employees as part of our hiring process.

Café complies with all applicable laws and regulations regarding criminal background checks and the employment of individuals in positions of trust. Consistent with the Saint Johns County Code, we conduct background checks on all candidates for employment, including part-time, full-time, temporary, and contract positions.

## **Procedure**

### **1. Pre-Employment Screening:**

- All job offers are contingent upon the satisfactory completion of a criminal background check.
- Background checks will include checks of criminal history at the county, state, and, if applicable, federal levels.
- The background check process will be conducted by a reputable third-party service specialized in employment screening.

### **2. Criteria for Evaluation:**

- The evaluation of background checks will focus on convictions that directly relate to the candidate's suitability for employment at Café. Consideration will be given to the nature and gravity of any



offense, the time that has passed since the conviction and/or completion of the sentence, and the nature of the job sought.

**3. Candidate Notification:**

- Candidates will be notified that a criminal background check is part of the selection process. They will be required to provide written consent for this check as per the Fair Credit Reporting Act (FCRA).
- In cases where employment is denied based on findings from the background check, candidates will be informed and provided with a copy of the background check report, as well as information on how to dispute the accuracy or completeness of the report.

**4. Record Keeping:**

- All records of criminal background checks will be maintained in confidential files, separate from employees' personnel files, and will be accessible only to authorized personnel.

**5. Compliance Monitoring:**

- We will regularly review our criminal background check procedures to ensure compliance with all applicable laws and regulations.
- Any changes to the Saint Johns County Code or other relevant laws affecting background check requirements will be promptly incorporated into our policy.

**Implementation**

- This policy is effective immediately and applies to all new hires moving forward. Existing employees may also be subject to background checks in accordance with applicable laws and regulations governing employment in sensitive positions.

**902 – Additional Information**

*Future Service Developments*

At Café, we are committed to continuously improving and expanding our services to better meet the needs of our customers and enhance their experience. Future developments may include:

- **Menu Expansion:** After getting County Approval regularly updating and expand our menu to include seasonal items, new flavors, and health-conscious options that cater to a broader range of dietary preferences.
- **Sustainability Initiatives:** Enhancing sustainability efforts through more extensive recycling programs, sourcing locally grown produce, and utilizing eco-friendly packaging..

These planned developments are designed to ensure that Café remains at the forefront of the restaurant industry, offering high-quality products and services while fostering a positive impact on our community and environment.

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Next First Insurance Agency, Inc. PO Box 60787 Palo Alto, CA 94306	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (855) 222-5919		<b>FAX (A/C. No):</b>	
	<b>E-MAIL ADDRESS:</b> support@nextinsurance.com			
<b>INSURER(S) AFFORDING COVERAGE</b>			<b>NAIC #</b>	
<b>INSURER A:</b> State National Insurance Company, Inc.			12831	
<b>INSURED</b> HZIP LLC 300 N Beach Rd Dania Beach, FL 33004	<b>INSURER B:</b> The Pie Insurance Company			21857
	<b>INSURER C:</b> GEICO Marine Insurance Company			37923
	<b>INSURER D:</b>			
	<b>INSURER E:</b>			
	<b>INSURER F:</b>			

**COVERAGES**

CERTIFICATE NUMBER: 331876599

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		NXTLJTCP3J-00-GL	11/15/2024	11/15/2025	EACH OCCURRENCE \$1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000.00 MED EXP (Any one person) \$5,000.00 PERSONAL & ADV INJURY \$1,000,000.00 GENERAL AGGREGATE \$2,000,000.00 PRODUCTS - COMP/OP AGG \$2,000,000.00 \$
C	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			9300071559-6	11/15/2024	11/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X		NXTLJTCP3J-00-GL	11/01/2024	11/01/2025	EACH OCCURRENCE \$2,000,000.00 AGGREGATE \$2,000,000.00 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC PI 1645045-000	11/01/2024	11/01/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The Certificate Holder is Mecklenburg County. This Certificate Holder is an Additional Insured on the General Liability policy and Umbrella/Excess Liability policy with respect to ongoing operations. All Certificate Holder privileges apply only if required by written agreement between the Certificate Holder and the insured, and are subject to policy terms and conditions.

**CERTIFICATE HOLDER**

Mecklenburg County  
 700 East 4 th Street, 4 th Floor  
 Charlotte, North Carolina 28202

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

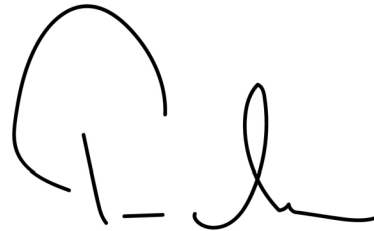
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# State of Florida

## Woman Business Certification

HZIP LLC

Is certified under the provisions of  
287 and 295.187, Florida Statutes, for a period from:  
12/13/2023 to 12/13/2025



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J. Todd Inman  
Florida Department of Management Services





# Certificate of Completion

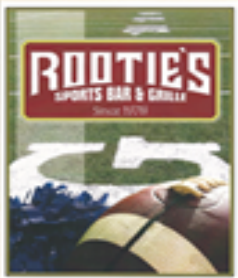
This is to certify that

**LINA BRIGHT**

**DOB:** August 10, 1982

successfully completed

Approved Worker  
Training Provided by:



Rootie's Bar and Grill,  
Coconut Creek, Florida  
Provider# 3457037

**Florida Food Handler**

March 6, 2024

This certificate is valid for 3 years from the date indicated above.



**Andrew Tyndall, Operations Manager**

**Responsible**  
**TRAINING**  
A Service of SafeWay Certifications



# CERTIFICATE OF COMPLETION

This certifies that

**LINA BRIGHT**

is awarded this certificate for

## Learn2Serve Food Allergy Training Course



Hours  
2.00



Completion Date  
08/12/2024



Expiration Date  
08/12/2027



Certificate #  
ANSI-FA-005085



ANSI National Accreditation Board  
ACCREDITED

ANSI/ASTM E2659

CERTIFICATE ISSUER  
#0975

Samantha Montalbano, Chief Operating Officer

THIS CERTIFICATE IS NON-TRANSFERABLE

For employer verification of certificate validity, please send your request to [FoodHandlerProgramAdmin@360training.com](mailto:FoodHandlerProgramAdmin@360training.com)

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | [360training.com](http://360training.com)

(CUT HERE)

(CUT HERE)

FOLD



This certifies that

**LINA BRIGHT**

is awarded this certificate for  
**Learn2Serve Food Allergy Training Course**

Hours:	Completion Date:	Expiration Date:	Certificate #
2.00	08/12/2024	08/12/2027	ANSI-FA-005085

Samantha Montalbano, Chief Operating Officer



This is your pocket card which may be used as proof of training completion. This is not the actual Food Handler License, so you must always check with your local Health Department and make sure you fulfill all the requirements before applying for employment.

Questions? [support@360training.com](mailto:support@360training.com)

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | [360training.com](http://360training.com)



**LEARN 2 SERVE<sup>®</sup>**

## Disclaimer

Dear LINA BRIGHT

Congratulations on successfully completing this course.

Your certificate of completion will enable you to show proof of training to obtain further licensing if necessary.

This certificate does not provide any associated designation. Please check with your Local Health Authorities with regards to any additional requirements for employment or liability purposes.

Thank you for choosing 360training!

# *Certificate of Completion*

Courses For  
**LINA BRIGHT**  
Certificate Number: C4S62318

Florida Responsible Alcohol Vendor Training

8/11/2024

This card is valid for 3 years

Alcohol Beverage Laws  
Effects On the Body  
Combining drugs  
Underage customers  
Dealing with customers

Courses For  
**Servers**

CoursesForServers.com  
1-800-597-4235  
Courses for Servers  
2021 Guadalupe Street  
Suite 260  
Austin TX 78705

# Certificate

OF COMPLETION

IN RECOGNITION OF SUCCESSFUL COMPLETION IN:  
**CPR / AED / First-Aid**  
(Adult / Child / Infant / Choking)  
AED / Injury & Universal Precautions

THIS CERTIFICATE IS PROUDLY PRESENTED TO:

**LINA BRIGHT**

The above mentioned Student is now certified in the above mentioned course by demonstrating proficiency in the subject by passing the examination in accordance with the Terms & Conditions of National CPR Foundation - Valid for 2 years. Course administered in accordance with the **2020** ECC/ILCOR and AHA guidelines. ID#: **4619FE**

Completion: **August 12, 2024**

Instructor: **Paul J. Scruton**

Signature: 



COURSE PROVIDED BY:

**NationalCPRFoundation™**



A 360training® Company

# CERTIFICATE OF COMPLETION

This certifies that

**LINA BRIGHT**

has successfully completed the course  
**Fire Safety and Prevention Online Training**



**Course Duration**  
2.0



**Completion Date**  
08/13/2024



**Certificate #**  
000034486985

  
Samantha Montalbano, Chief Operating Officer

This certificate is non-transferrable and expires 2 years from the date of issuance and/or completion.

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com



(CUT HERE)



(CUT HERE)

FOLD



A 360training® Company

This certifies that the person named below has successfully completed the course.

**LINA BRIGHT**

Fire Safety and Prevention Online Training

  
Samantha Montalbano, Chief Operating Officer

08/13/2024  
Completion date

Valid for 2 years from this date

This is your pocket card which may be used as proof of training completion. This training program is intended to provide supplementary job safety training and is not required or approved by any regulatory authority. Please check Federal, State, and local regulations for additional training requirements related to your specific job.

Questions? [support@360training.com](mailto:support@360training.com)

6504 Bridge Point Parkway, Suite 100 | Austin, TX 78730 | 360training.com

ATTACHMENT 1

COMPANY INFORMATION FORM

THIS FORM MUST BE COMPLETED AND SUBMITTED ALONG WITH THE COMPLETE PACKAGE.

Company Name: <i>HZIP LLC</i>	Federal ID No.: <i>93-3224546</i>
Contact Person (Name and Title): <i>Lina Bright owner</i>	Telephone Number: <i>808-480-8800</i>
Mailing Address: <i>222 SE 2nd St Davie Beach FL 33004</i>	Email: <i>LBRIGHT@HZIP.ORG</i>
	Fax Number:
Type of Organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Individual <input type="checkbox"/> Other:	

## PUBLIC ENTITY CRIMES AND CONFLICTS OF INTEREST

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 of repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded to perform Work as a Contractor, supplier, Subcontractor, or Consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount Category Two of Section 287.017, Florida Statutes, for thirty six (36) months from the date of being placed on the convicted vendor list".

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

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

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

1. This sworn statement is submitted to Village of Pinecrest  
[print name of the public entity]  
by Line Prigler [print individual's name and title] owner  
For H2IP LLC  
[print name of entity submitting sworn statement]

whose business address is 222 SE 2nd Ter  
Dania Beach FL 33004

and (if applicable) its Federal Employer Identification Number (FEIN) is 933224546 (the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)

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

Request For Proposal  
Pinecrest Community Center Food and Beverage Concession  
Project No. 2025-005

been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Indicate which statement applies.]  
 Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, 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 of July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. {attach a copy of the final order.}

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

[Signature]  
[signature]

Sworn to and subscribed before me this 10 day of March, 2025

Personally known \_\_\_\_\_

OR Produced identification

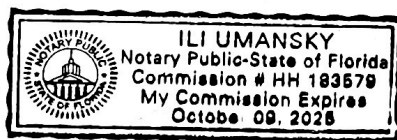
DL  
(Type of identification)

Notary Public - State of FL

My commission expires Oct 08, 2025

(Printed, typed or stamped commissioned name of notary public)

Form PUR 7068 (Rev.06/11/92)



### DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Line Projeu  
Print Name

[Signature]  
Signature

owner  
Title

03/10/2025  
Date

Request For Proposal  
Pinecrest Community Center Food and Beverage Concession  
Project No. 2025-005

**E-VERIFY AFFIDAVIT**

In accordance with Section 448.095, Florida Statutes, the Village requires all contractors doing business with the Village to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. The Village will not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

**The contracting entity must provide of its proof of enrollment in E-Verify.** For instructions on how to provide proof of the contracting entity's participation/enrollment in E-Verify, please visit: <https://www.e-verify.gov/faq/how-do-i-provide-proof-of-my-participation-enrollment-in-e-verify>

By signing below, the contracting entity acknowledges that it has read Section 448.095, Florida Statutes and will comply with the E-Verify requirements imposed by it, including but not limited to obtaining E-Verify affidavits from subcontractors.

Check here to confirm proof of enrollment in E-Verify has been attached to this Affidavit.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: Vickrode  
Vauriove

Print Name: Line Pasqua  
Title: owner

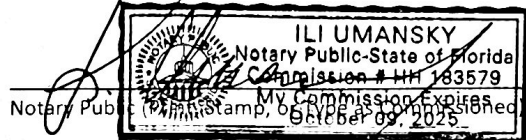
Witness #2 Print Name: Estelle  
Papadymou

Entity Name: MZIP LLC

**ACKNOWLEDGMENT**

State of Florida  
County of Florida

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10 day of March, 2025 by Line Pasqua (name of person) as owner (type of authority) for MZIP LLC (name of party on behalf of whom instrument is executed).



- Personally known to me; or
- Produced identification (Type of Identification: DL)
- Did take an oath; or
- Did not take an oath

**AFFIDAVIT ATTESTING TO  
NONCOERCIVE CONDUCT FOR LABOR OR SERVICES**

Effective July 1, 2024, Section 787.06, Florida Statutes, a nongovernmental entity executing, renewing, or extending a contract with a governmental entity is required to provide an affidavit, signed by an officer or a representative of the nongovernmental entity under penalty of perjury, attesting that the nongovernmental entity does not use coercion for labor or services as defined in Section 787.06(2)(a), Florida Statutes.

By signing below, I hereby affirm under penalty of perjury that:

1. I have read Section 787.06, Florida Statutes, and understand that this affidavit is provided in compliance with the requirement that, upon execution, renewal, or extension of a contract between a nongovernmental entity and a governmental entity, the nongovernmental entity must attest to the absence of coercion in labor or services.
2. I am an officer or representative of HZIP LLC, a nongovernmental entity.
3. HZIP LLC does not use coercion for labor or services as defined in the relevant section of the law.

In the presence of:

**Under penalties of perjury, I declare that I  
have read the foregoing and the facts stated  
in it are true:**

Witness #1 Print Name: Victoria  
Vasilova

Print Name: Line Proffitt  
Title: owner

Witness #2 Print Name: Emily Proffitt

Entity Name: HZIP LLC

**OATH OR AFFIRMATION**

State of Florida  
County of Florida

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10 day of March, 2025, by Line Proffitt (name of person) as owner (type of authority) for HZIP LLC (name of party on behalf of whom instrument is executed).

Notary Public State of Florida  
**ILIJUMANSKY**  
Commission # 141183579  
Commission Expires October 09, 2025

- Personally known to me; or  
 Produced identification (Type of Identification: DL)  
 Did take an oath; or  
 Did not take an oath

**AFFIDAVIT REGARDING PROHIBITION ON CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN**

Pursuant to Section 287.138, Florida Statutes (which is expressly incorporated herein by reference), a governmental entity may not knowingly enter into a contract with an entity which would give access to an individual's personal identifying information if (a) the entity is owned by the government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the entity; or (c) the entity is organized under the laws of or has its principal place of business in a foreign country of concern.

This affidavit must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a governmental entity which would grant the entity access to an individual's personal identifying information.

1. MZIP LLC ("entity") does not meet any of the criteria in paragraphs (2)(a)-(c) of Section 287.138, F.S.

In the presence of:

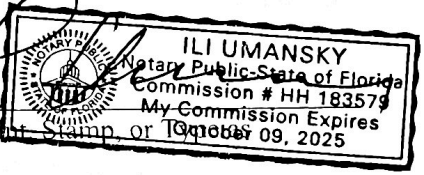
**Under penalties of perjury, I declare that I have read the foregoing and the facts stated in it are true:**

Witness #1 Print Name: Viktoric Vanlan Print Name: Lihe Prigut  
Title: owner  
Witness #2 Print Name: Ecefy Papayao Entity Name: MZIP LLC

**OATH OR AFFIRMATION**

State of Florida Florida  
County of \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 10 day of March, 2025, by Lihe Prigut (name of person) as \_\_\_\_\_ (type of authority) for \_\_\_\_\_ (name of party on behalf of whom instrument is executed).

  
Notary Public (Print Stamp or Commissioned)

Personally known to me; or  
 Produced identification (Type of Identification: DL)  
 Did take an oath; or  
 Did not take an oath

### Concession Agreement Acknowledgment Form

The Village requires all contractors doing business with the Village to review its Concession Agreement, which is attached to the accompanying competitive solicitation as Attachment "6" (the "Agreement").

By signing this form, the bidder acknowledges that it has read the Agreement and, if awarded a contract by the Village, the awarded bidder shall execute the Agreement prior to or promptly after award of an Agreement by the Village Council. Any comments or proposed revisions by the bidder shall be submitted together with this form. Furthermore, by signing this form, the bidder acknowledges that if the bidder fails to execute the Agreement prior to or promptly after award of an Agreement by the Village Council, the Village may, in its sole discretion, determine that the bidder is non-responsive and proceed to award a contract to the next highest ranked firm.

In the presence of:

Signed, sealed and delivered by:

Witness #1 Print Name: VICTORIA  
VAN LOVE

Print Name: Line Project  
Title: OWNER

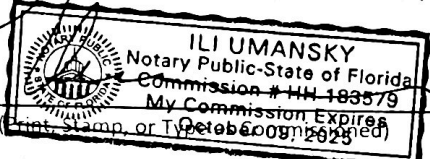
Witness #2 Print Name: Estelita papa  
garcia

Entity Name: MZIP LLC

#### ACKNOWLEDGMENT

State of Florida  
County of Florida

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10 day of March, 2025, by Line Project (name of person) as OWNER (type of authority) on behalf of MZIP LLC (name of party on behalf of whom instrument is executed).

  
Notary Public (Print, Stamp, or Type)

- Personally known to me; or
- Produced identification (Type of Identification: DL)
- Did take an oath; or
- Did not take an oath

REFERENCE FORM

The Proposer shall provide a minimum of three (3) references of public agencies or cities to which the proposer provided similar services to those being proposed in this RFP.

1. Name of Agency: City of Davie Beach  
Address: 100 W Davie Beach Blvd  
Davie Beach FL 33004  
Contact Person: Frank Lazo  
Phone Number: 954-924-6800 ext. 3730  
Email Address: FLazo@daviebeachFL.gov  
Year Contract Initiated: 2024-2025

2. Name of Agency: Wellness and Science Md  
Address: 95 Ethan Allen Dr  
Palms Coast FL 32164  
Contact Person: Alina Kreychman  
Phone Number: 386-627-2069  
Email Address: Alex Kreych@gmail.com  
Year Contract Initiated: 2024

3. Name of Agency: Royal Masteer Ctats  
Address: 33 Regent Lane  
Palms Coast FL 32164  
Contact Person: Svetlana Queen  
Phone Number: 904-982-0037  
Email Address: RoyalMasteerCtats@gmail.com  
Year Contract Initiated: 2024

Please attach any additional optional references.

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
 requester. Do not  
 send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b> See <i>Specific Instructions</i> on page 3.	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) <b>HZIP LLC</b>		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . <b>C</b> <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b>	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions. <b>222 SE 2ND TER</b>	<b>Requester's name and address (optional)</b>	
	<b>6</b>	City, state, and ZIP code <b>DANIA BEACH FL 33004</b>		
	<b>7</b>	List account number(s) here (optional)		

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

<b>Social security number</b>									
<b>or</b>									
<b>Employer identification number</b>									
9	3	-	3	2	2	4	5	4	6

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person 	Date <b>01/20/2025</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**EXHIBIT C**

Concession Location

