

# FOOD & BEVERAGE SERVICES/CATERING FOR THE EMERALD COAST CONVENTION CENTER



RFP #: TDD 22-14

RFP DUE: January 17, 2014 @ 4:00 P.M.

THE INTENT OF THIS RFP IS TO OBTAIN PROPOSALS TO PROVIDE FOOD & BEVERAGE SERVICES/CATERING RELATED TO THE EMERALD COAST CONVENTION CENTER

## REQUEST FOR PROPOSAL/QUALIFICATIONS FOR FOOD & BEVERAGE SERVICES/CATERING FOR THE EMERALD COAST CONVENTION CENTER

The Okaloosa County Board of County Commissioners ("Board" or "County"), under the provisions of Section 287.055, Florida Statutes, and Board policy, requests proposals and qualifications from professional firms to provide food and beverage services/catering for the Emerald Coast Convention Center.

Firms desiring consideration shall provide an unbound original and five (5) bound copies of their statement of qualifications/proposals. All proposals must be in sealed envelopes reflecting on the outside thereof "**Proposal for Food & Beverage Services/Catering for the Emerald Coast Convention Center.**"

Copies of the RFP may be obtained from the Okaloosa County Purchasing Department; 850-689-5960 or by downloading them from our website @ [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, Vendor Registration & Opportunities) which will link you to the Florida On Line Bid System (Bid Net) where our specifications will be posted).

Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m. (CST) January 17, 2014** in order to be considered. All proposals should be addressed as follows:

Okaloosa County Purchasing Department  
Attn: Zan Fedorak  
602-C North Pearl St.  
Crestview FL 32536

\_\_\_\_\_  
Richard L. Brannon  
Purchasing Director

\_\_\_\_\_  
Date

BOARD OF COUNTY COMMISSIONERS  
OKALOOSA COUNTY

DON AMUNDS  
CHAIRMAN

# OKALOOSA COUNTY EMERALD COAST CONVENTION CENTER FOOD & BEVERAGE SERVICES/CATERING

## REQUEST FOR PROPOSALS

### SECTION 1: INFORMATION TO PROPOSERS

**REQUEST:** This document is a Request for Proposals (RFP) from organizations that possess the experience, expertise and proven record of quality food and beverage services preparation and presentation, inclusive of comprehensive safety policies and excellent record of food and kitchen safety.

The terms "proposer," "contractor," "respondent," "concessionaire," and "firm" are used herein interchangeably to mean any individual or entity which submits a proposal in response to this RFP.

**BACKGROUND:** The Emerald Coast Convention Center (ECCC) is a facility administered by the Okaloosa County Tourist Development Department (TDD) under the direction of the Board. The ECCC will be producing and hosting conventions, trade shows, entertainment events, regional sporting events, association events and civic functions on a year-round basis. Providing exceptional food and beverage services will play a vital role in the success of these events. The ECCC houses a 6,000 sq. ft. kitchen with food production capabilities of 1,500 simultaneous sit down meals, with full infrastructure in place for expansion of capabilities. Main ballroom capacity for banquet style seating is 1,742 people.

**PROPOSAL INFORMATION:** Copies of the RFP may be obtained from the Okaloosa County Purchasing Department; 850-689-5960 or by downloading them from our website @ [www.co.okaloosa.fl.us](http://www.co.okaloosa.fl.us) (Departments, Purchasing, Vendor Registration & Opportunities) which will link you to the Florida On Line Bid System (Bid Net) where our specifications will be posted).

**PROPOSAL SUBMITTALS:** Firms desiring consideration shall provide an unbound original and five (5) bound copies of their statement of qualifications/proposals. All proposals must be in sealed envelopes reflecting on the outside thereof "**Proposal for Food & Beverage Services/Catering for the Emerald Coast Convention Center.**"

Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this RFP whether or not the proposal is accepted.

**TIME AND DATE DUE:** Proposals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than **4:00 p.m. (CST) January 17, 2014** in order to be considered. All proposals should be addressed as follows:

Okaloosa County Purchasing Department  
Attn: Zan Fedorak  
602-C North Pearl St.  
Crestview FL 32536

**PROPOSAL OPENING:** Proposal Opening shall be public on the date and time specified on the proposal form. It is the proposer's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone are NOT ACCEPTABLE.

**Note:** Crestview, Florida is "**not a next day guaranteed delivery location**" by delivery services.

**NO PROPOSAL INFORMATION:** If not submitting a proposal, respond by returning this proposal, marking it "**NO PROPOSAL**" and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of the supplier's name from the proposal mailing list. **Note:** To qualify as a respondent, proposer must submit a "No Bid" and it must be received no later than the stated proposal opening date and hour.

**QUESTIONS & ADDENDA:** Proposers shall examine all RFP documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the RFP shall be directed to Zan Fedorak, Okaloosa County Purchasing Department, 850-689-5960. Any changes by the County to specifications shall be in writing in the form of an addendum and furnished to all proposers. The County shall not be held responsible for oral interpretations given by any County employee, representative or agent.

**PROPOSAL EXPENSES:** All expenses for making proposals to the County shall be borne by the Proposer.

**PUBLIC DISCLOSURE:** Proposals are subject to Public Records inspection thirty (30) days after the proposal opening or if an award is made earlier than this time as provided by Section 119.071(1)(b), F.S. No review of the proposal documents shall be conducted at the public opening of the proposals. The County will make public at the opening, the names of the business entities that submitted a proposal and any amount presented without any verification of the mathematics or completion of the proposal.

**ERRORS OR OMISSIONS:** Once a proposal is submitted, the County shall not accept any request by a proposer to correct errors or omissions in the proposal.

**RIGHT TO WAIVE AND REJECT:**

- A. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.
- B. There is no obligation on the part of the County to award the proposal to the lowest proposer, and the County reserves the right to award the proposal to proposer submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of Okaloosa county, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.
- C. The Board reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this

proposal and to accept the proposal that in its judgment will best serve the interest of the County.

- D. The Board specifically reserves the right to reject any conditional proposal and will normally reject those which made it impossible to determine the true amount of the proposal.

**DISQUALIFICATION OF PROPOSERS:** Any of the following reasons may be considered as sufficient for the disqualification of a proposer and the rejection of its proposal(s):

- A. More than one proposal for the same work from an individual, firm or corporation under the same or different name.
- B. Evidence that the proposer has a financial interest in the firm of another proposer for the same work.
- C. Evidence of collusion among proposers. Participants in such collusion will receive no recognition as proposers for any future work of the County until such time the participant has been reinstated as a qualified proposer.
- D. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- E. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
- F. Default under previous contract.
- G. The Board, in its absolute discretion, may reject any proposal of a proposer that has failed, in the opinion of the Board, to complete or perform an Okaloosa County contracted project in a timely fashion or has failed in any other way, in the opinion of the Board, to perform a prior contract in a satisfactory manner, and has directed the Okaloosa County Purchasing Director to emphasize this condition to potential proposers.

**LOCAL PREFERENCE:** Okaloosa County reserves the right to grant a preference to in-county proposers only when proposals are received from firms located in states, counties, municipalities or other political subdivisions which offer preference to proposers located in such jurisdictions. The amount of preference given to local proposers will be the same as that given by the state, county, municipality or other political subdivisions in which a proposer is located. If the jurisdiction in which a proposer is located offers a preference to its local firms, that proposer must plainly state the extent of such preference to include the amount and type of preference offered. Any proposer failing to indicate such preference will be removed from the County proposal list and any and all proposals from that firm will be rejected.

**Note:** The certification form is enclosed and is made a part of the proposal package.

**PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and

may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list.

**PROTECTION OF RESIDENT WORKERS:** The Board actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States, (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U. S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification. The contractor shall establish appropriate procedures and controls so no services or products under the contract documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirement.

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

**CONFLICT OF INTEREST DISCLOSURE FORM:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All proposers must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies.

Additionally, all proposers must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Furthermore, the official, prior to or at the time of submission of the proposal, must file a statement with the Clerk of Circuit Court of Okaloosa County, if he/she is an officer or employee of the County, disclosing his/her or spouse's or child's interest and the nature of the intended business.

**Note: The certification form is enclosed and is made a part of the proposal package.**

**IDENTICAL TIE BIDS:** Preference shall be given to businesses with drug-free workplace programs. Whenever two or more proposals which are equal with respect to price, quality and service are received by the County for the procurement of commodities or contractual services, a proposal 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 proposals will be followed if none of the tied vendors have a drug-free workplace program.

**Note: The certification form is enclosed and is made a part of the proposal package.**

#### **SECURITY FOR FAITHFUL PERFORMANCE**

1. Simultaneously with its delivery of the executed contract, the successful proposer shall deliver to the Board, an executed performance-payment bond in the amount of \$50,000 as security for faithful performance of the contract and for payment of all persons

performing labor or furnishing materials in connection therewith, prepared on the form provided by the surety company. Performance-Payment Bond shall be issued by one and only one, Surety Company licensed to do business in the State of Florida and listed by the United States Treasury Department in the current department circular 570 and titled "Surety Companies Acceptable on Federal Bonds". **Note: A Cashier's Check or Certified Check in the amount of \$50,000 will be accepted in lieu of a Surety Bond.**

2. If within ten (10) days after the acceptance of the proposal, the successful proposer shall refuse or neglect to execute the contract and to furnish the required performance-payment bond properly signed by the proposer and the surety or sureties satisfactory to the owner, the proposer shall be deemed to be in default and the owner will retain his proposal security as liquidated damages, but not as a penalty. The owner reserves the option to accept the proposal of any of the other proposers within ten (10) days from such default, in which case such acceptance shall have the same effect as to such proposer as though he were the original, successful proposer.
3. The Performance-Payment Bond, along with Certificate of Insurance and any other necessary contract documents will be returned to the successful proposer upon satisfactory completion of the contract.

Proposals will not be considered from vendors who are currently involved in official financial reorganization or bankruptcy proceedings.

## SECTION 2: FORM OF PROPOSAL

**PROPOSAL FORMAT:** Proposals **MUST** be submitted in the following format:

- a. **Letter of Interest** – including information on the location of the firm's office that will be the lead office for this contract, if there are multiple office locations.
- b. **Business Credentials** – provide a synopsis of the proposer's qualifications, to include specific capabilities; also the credentials of the chief operations management team and the proposer's top officers.
- c. **Registration – Certificates** – attach any registrations or certificates of operation that may be applicable.
- d. **Experience and Qualifications** - provide a listing of completed or on-going projects with a description of the work performed by the firm that is similar to the services described herein.
- e. **Project Management Organization** – describe the organizational structure that will be utilized to provide services under this RFP. The proposer must identify key personnel to be assigned to the projects, describe their respective areas of expertise, and provide a resume of their qualifications, education and experience.
- f. **Specific inclusions regarding proposed catering services:**

1. STAFFING PLAN: Specify the number of staff that will be dedicated to the operations at the ECCC. Ongoing staff training and professional development programs shall also be included in this section.

Identify proposed minimum staffing guidelines for all front of house positions including: 1) Table Service Breakfast, 2) Table Service Lunch, 3) Table Service Dinner, 4) Buffet Breakfast, 5) Buffet Lunch, 6) Buffet Dinner, 7) Reception Served, 8) Hosted Bar, 9) Cash Bar, include both number of servers used per number of guests and number of captains per number of servers.

Include a detailed explanation of all pre-employment screening and background checks performed by your firm. The successful proposer shall agree to perform full background checks on all employees, at the successful proposer's expense, prior to assignment at the ECCC. Also include how you will ensure that any subcontractors that you are utilizing will be approved through this same process.

2. SUBCONTRACTORS: Identify any operational areas where you intend to use subcontractors. Identify the services and roles that each subcontractor would assume in providing services.
3. ECONOMIC BENEFIT: Submit a narrative explaining the direct economic benefit to be realized by Okaloosa County if it were to select your firm. For the term of this engagement, detail the revenue-maximizing activities, employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Okaloosa County.
4. OPERATIONS PLAN: Submit an Operations Plan describing in specific detail the strategies, policies and procedures to be used in providing the services described in this RFP. The proposer shall have the ability to simultaneously facilitate multiple contracts on the same day. Provide examples of your firm's capabilities to support multiple and concurrent catering events.

Identify the type and style of service that is being proposed to serve a banquet held in the Grand Ballroom, with an attendance of 1,600 ppl. Include any unique and creative material (menu, pricing, design, etc.). Identify and cost out the staffing required to deliver this service.

Identify the type and style of service that is being proposed to serve a three (3) day trade show with an average attendance of 2,500 booths for attendees (concession) and different packages for exhibitors.

5. MENU: Provide proposed sample menus for both concessions and catered food and beverage at ECCC. Include pricing, portion size where applicable and a listing of the minimum purchasing standards your company adheres to for all major food provisions. Prices for catered functions are to be inclusive of all costs, but exclusive of service charge and sales tax. Prices for Concessions and bar items are to be inclusive of all costs and sales tax.
6. VALUE ADDED SERVICES: Describe any value added benefits that your firm can provide to the County. Use this section to describe any other cost saving measures or benefits not outlined in prior sections.

7. ACCOUNTING: A general outline of the proposer's accounting policy and procedures and any software that would be used in the control of the food and beverage services at ECCC.
  8. QUALITY CONTROL: Identify measurable quality control programs that proposer currently has in effect in similar facilities.
  9. FEE: Provide a percentage commission fee to be paid to the County which shall be based on the gross receipts of all sales of services made to the County clients and exhibitors. Include an outline of all pricing, rates, and fees for all services described herein. The proposed fees paid to the County shall be all-inclusive, unless otherwise directed herein, and shall include, but not be limited to, any and all costs associated with labor, personnel, supervision, insurance and administration necessary to perform the work, and any and all of the costs necessary to perform the work in a professional and efficient manner as described in the Scope of Services.
- g. **References** – List five (5) references representative of past experience similar to the services described herein to include, at a minimum, a contact person, company name, phone # and a brief description of the project.
  - h. **Additional Information & Comments** – The contents under this heading are left to the discretion of the proposer. Material must be relevant to the proposal.
  - i. **Liability & Indemnification Form** – To the fullest extent permitted by law, contractor shall indemnify and hold harmless the Okaloosa County Board of County Commissioners, Okaloosa County Tourist Development Council and the Emerald Coast Convention Center, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the contractor and other persons employed or utilized by the contractor in the performance of this agreement.

**NOTE:** The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any proposer to perform the services described herein.

### SECTION 3: SELECTION

**SELECTION CRITERIA:** The following criteria are to be utilized in the evaluation of qualifications for development of the short list of those to be considered for interviews and/or potential negotiations:

- a. Fixed pricing and costs.
- b. Demonstrated experience and expertise in the food and beverage industry.
- c. Demonstrated ability to develop and implement operational protocol for comprehensive preparation and delivery of food and beverage services.
- d. Demonstrated ability to develop and implement food and kitchen safety procedures.

- e. Management and supervisory experience.
- f. Demonstrated experience in the development and implementation of any training program and attached documentation.
- g. Any past filed complaints, grievances or food and beverage violations.
- h. Any past safety violations.

The statements of qualification/proposal will be reviewed by a review and selection committee appointed by the Board. The committee will select those firms deemed to be most responsive and may hear presentations by those firms. Once a firm is selected by the Board, the County and the firm shall negotiate the terms of a contract.

## SECTION 4: SCOPE OF SERVICES

The scope of services shall include, but is not limited to, provisions of staff, product, menu variety, preparation, service and clean-up of food preparation, service and serving venue areas. This service shall be provided with the majority of the preparation using the existing kitchen facility. The automatic vending will be operated by the County and will be excluded from this contract.

**PERMITS AND CERTIFICATIONS:** The contractor shall obtain, at its own expense, all licenses, permits and certifications necessary to provide the services described in this RFP.

**ECCC RESPONSIBILITIES:**

Provide the kitchen space and food preparation, serving and clean up equipment.

Act as a conduit with the client base, providing food and beverage information, contracts, contact information and operational scheduling, along with arranging client and contractor meetings as necessary.

Responsible to pay for electricity, gas and water.

**RESPONSIBILITIES OF CONCESSIONAIRE:**

Concessionaire shall be responsible for all aspects of the food service operation, including, but not limited to, the following:

Upon award of the contract, concessionaire shall assign a qualified representative to answer questions relating to the food service operation from prospective users of ECCC.

Receiving all food, merchandise, supplies, and food equipment at ECCC food receiving area, and then moving these items to kitchen and storage in ECCC.

Moving supplies and equipment from storerooms in ECCC to areas where such supplies and equipment are required for food and beverage preparation and service functions. The loading dock will be shared by concessionaire, ECCC and any other entity with prior approval of the County. Deliveries must be scheduled so that the activity will not be in conflict with any move-in or move-out of any event. Certain light hand deliveries may be made at the back of ECCC, using the employee entrance.

Unless otherwise directed by the County, the covering and draping of tables, placing of decorations (i.e., flags, balloons, drapes, flowers, table stands with numbers, etc.) on tables, cleaning and removing of all service ware and table cloths and draping at the completion of the function in areas where food service functions are held.

It is specifically understood and agreed that the County shall be responsible for the setup and tear-down of all tables and chairs except those used for break service and those specifically required by concessionaire for serving and staging.

Delivering and dispensing all food, beverage, supplies, and other articles for portable concession stands and portable bars and portable carts.

Concessionaire shall be responsible for scheduling semi-annual inspections by the Board of Health as required. Copies of the inspections shall be forwarded to the County for review.

Concessionaire further agrees to operate within the framework of ECCC event schedule. ECCC agrees, when possible, to build reasonable time periods into the event schedule for set-up and removal of concessionaire's equipment. However, if necessary, concessionaire shall provide adequate staff to perform required set-up and removal to accommodate ECCC schedule.

Concessionaire is responsible for the development and execution of an acceptable Sales & Marketing Program for the catering and concessions services at ECCC. All advertising and promotional materials require prior approval of the County before it is printed, published, or broadcast.

Concessionaire shall comply with all OSHA and ADA requirements.

**STAFFING:**

Concessionaire shall provide services and represent the County in a professional manner.

If at any time the County determines that the Food & Beverage Manager is unsatisfactory, concessionaire shall within thirty (30) days replace him/her with one who is satisfactory to the County. ECCC shall not be liable to concessionaire if any Food & Beverage Manager's contract with concessionaire is breached, modified and/or terminated.

Concessionaire is required to have its next senior level of management to the Food & Beverage Manager visit ECCC a minimum of once every other month (6 times a year).

TRAINING AND SUPERVISION: Concessionaire shall train and closely supervise all its employees so that they are aware of and habitually practice the high standards of cleanliness, courtesy and service required. The concessionaire shall have a fully comprehensive food, beverage and kitchen operation safety plan, with validated employee training procedures.

SERVING OF ALCOHOL BEVERAGES: The County will manage and maintain all liquor operations and licenses. However, the County may require skilled bartenders and bar back staff at catered events. The County shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility

of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.

ATTIRE: All employees of concessionaire shall be neatly attired in uniforms that clearly and properly identify concessionaire. The design of such uniforms shall be subject to prior approval of the County. All employees of concessionaire are required to wear a name identification tag at all times while at ECCC. Concessionaire's management personnel shall be neatly attired in normal business attire at all times.

ACCESS TO ECCC: All employees of concessionaire shall enter and leave ECCC via the entrance(s) so designated by the General Manager. Only those employees actually working shall be permitted in ECCC without charge. At no time shall concessionaire permit the free entrance of any person not an employee for such event or events, and no surplus of employees will be permitted for any event.

UNPERMITTED CONDUCT: Alcohol consumption and/or use of narcotic substances by employees of concessionaire will not be tolerated, and infractions will cause immediate removal from ECCC. The County reserves the right at all times to require any employee of concessionaire to immediately leave the premises.

DISCRIMINATION: Concessionaire shall not prescribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

SUBCONTRACTORS: The use of subcontractors shall require prior approval by the County.

**UTILITIES:**

Concessionaire shall pay two (2) percent of its total gross receipts to ECCC in exchange for the electricity, gas and water service provided by ECCC for concessionaire's operation. Said payment shall be made monthly fifteen (15) days after the close of each accounting period.

The telephone equipment is owned by the ECCC and will be supplied to concessionaire at no cost. The cost of local and business only long distance charges will be covered by the ECCC.

Concessionaire shall develop an effective and continuous energy management and conservation program.

**OPERATIONS:** It is expected that the proposal would consist of fixed hourly personnel costs, menus, product costs and discounts that allow the ECCC to be competitive in the current marketplace while realizing an acceptable food and beverage service revenue income.

Once the fixed costs are negotiated and contracts are signed, each event will be developed separately relative to the amount of hours and necessary equipment to complete the assigned project.

The contractor shall be able to produce all ranges of morning, daytime and evening meal menus, with sufficient variety to cater to all incoming requests.

The contractor shall develop and implement an operational protocol that will meet the needs of the events industry, often consisting of "fast track" service, last minute changes and continual pre-event, event and post event monitoring.

The contractor shall notify ECCC staff when equipment structures or fixtures are damaged or require repair.

SALES: ECCC's patrons shall not be infringed upon by any activity of concessionaire or any of its employees or subcontractors. The activities of concessionaire shall be such as to render service to the patrons in a dignified manner; and no undue pressure, coercion or persuasion shall be used by concessionaire in an attempt to influence the patrons to use the services or products of concessionaire. All concessionaires' sales shall be conducted and operated within the rules and regulations as promulgated by the County and shall in no way interfere with the orderly operation of any event. The sales shall only be conducted at such times from and at such locations as are designated by the County.

PROGRAMMING: Programming for all events requiring the services of concessionaire shall be performed by the County. Any programming offered by concessionaire utilizing ECCC facilities may be allowed or denied in the sole discretion of the County, and if allowed will be incorporated into the official calendar of events, providing that said activities are consistent with County policies.

QUALITY ASSURANCE: The contractor shall have a comprehensive quality assurance program and be able to immediately address any complaints or issues brought forth by either the ECCC client or the County.

COOPERATION: Concessionaire shall not interfere with the free distribution of food, beverages or any other items of any nature whatsoever, where such distribution has been authorized by the County. Free samples may be given away by or on behalf of or with permission of any person or organization that has properly engaged ECCC for meetings, trade shows, cooking schools, exhibitions, conventions and the like at the discretion of the County.

POLICIES: The County reserves the right to implement policies, rules and regulations governing the general provision of food and beverage to maintain a consistency of kind and quality of food and beverage service, compatibility of food and beverage products with the events at ECCC and other parameters of food and beverage service which shall be adhered to by concessionaire.

COUNTY EVENTS: Concessionaire shall provide food and beverage service requested by the County as part of its in-house activities. The charge to the County for said services shall be at a 30% discount for all food and non-alcoholic beverages and alcoholic beverages at a 50% discount from concessionaire's standard approved retail prices.

EQUIPMENT: The County will provide the kitchen space and food preparation, serving and clean up equipment. All such equipment will remain the property of the County and must not be loaned or removed from the ECCC. No modifications or alterations may be made to this equipment without the written approval of the County.

In conjunction with the County, concessionaire shall maintain all equipment and small wares in a good repair, including maintenance or repair necessitated by ordinary use.

KITCHEN AREA: The kitchen area may be leased to the Concessionaire at an agreed upon price to the County and payable monthly separate from commission check. This will allow the Concessionaire to utilize this space for their offsite catering events/activities not related to County clients or subject to any commission.

MAINTENANCE OF PREMISES: Concessionaire shall be responsible for keeping clean, covered, polished and in good repair, all bars, equipment, and other facilities, either permanent or temporary, as are used by it in the performance of this agreement. Damage incurred to the property of the County as a direct result of negligence or lack of maintenance on the part of concessionaire is a non-allowable expense charged directly to concessionaire.

Concessionaire shall maintain all food and beverage service facilities in a clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of Okaloosa County and the State of Florida and any other governmental entity having jurisdiction.

The County shall engage exterminators to control vermin and pests as is necessary or required by law. Such extermination shall be supplied in all areas where food is prepared, dispensed or stored. Concessionaire shall make available to the County all areas under their direct control to enable the exterminator to carry out the said service. Concessionaire shall supply a manager to supervise the exterminator when in the areas where food is prepared, dispensed or stores.

The entire area, including the floors in the seating areas when a cafeteria operation is in place and the area, within a radius of 25 ft. of each food service area, shall be kept free and clear by concessionaire from all nuisance and damage to floors, walls, windows or other property in said radius by reason of concessionaire's operation in said areas.

Concessionaire shall employ the necessary personnel before, during and after the house of any event to comply with these provisions. In the event that concessionaire does not sufficiently clean the stated areas, the County will clean the same and submit an invoice to concessionaire for services rendered as a non-allowable expense.

TRASH: All food service and serving areas shall be regularly monitored by concessionaire for cleanliness and trash removal during events.

All refuse and waste materials created by concessionaire's operations in all food service areas shall be promptly disposed of after each event by concessionaire directly into a compactor designated by the County, from which it shall be removed by the County. Waste foods shall be kept in closed metal or plastic containers until removed from ECCC. Such removal shall be made promptly during and after the event to a central collection area designated by the County, from which it shall be removed by the County.

Nothing contained here shall be construed to alter or affect any duty that concessionaire has or may have under applicable local, state or federal laws and regulations.

#### **PRODUCT TO BE SOLD & PRICES**

The concessionaire shall have the right, subject to other provisions of these specifications, to sell product of a food and beverage nature, including alcoholic beverages within the ECCC.

PRICING: Concessionaire's rights shall extend to the food and beverage service needs of the patrons of ECCC as stated above only to the extent that concessionaire maintains availability and

quality with a competitiveness to other commercial vendors. Maximization of the use of the facilities of ECCC is the goal of ECCC and all efforts shall be made by concessionaire not to discourage use of ECCC facilities by reason of concessionaire's exorbitant pricing, unavailability of service, inferior quality or other non-competitive practices. The County reserves the right to intercede in the negotiations in those instances where the County determines that concessionaire is failing to provide competitive and representative services. If concessionaire consistently fails to perform for a particular portion of the food and beverage services then the County may obtain service from other vendors for such portion without terminating the agreement, this does not prevent the County from proceeding with notifying concessionaire that they are in default.

The General Manager agrees to meet with concessionaire to review products to be sold and prices to be charged on an annual basis. Prices shall be set by mutual agreement of the County and concessionaire; and in case of conflict, the decision of the County shall control. Whenever unique economic conditions result in unusual cost increases to concessionaire, the County will consider a request by concessionaire for price changes at times other than the annual date specified above. Concessionaire shall submit a detailed written price schedule for all items it proposes to sell showing size, weight, grade, cost, and price of item along with a price comparison sheet of the local market which shall be subject to final approval of the County. All prices of all products submitted by the proposer and accepted by the County shall become part of this agreement as a basis for current and future pricing.

Proposers must propose a food and beverage service that allows for competitive pricing, with service availability and capability for a 24 hour 365 days per year operation for all ECCC functions at all times to the extent convenient to the utilization of ECCC by its licensees, show managers, and patrons. Sales by concessionaire from ECCC to persons and entities off the premises of ECCC shall be subject to the consent of the County.

QUALITY: Concessionaire recognizes that the quality of items sold and services performed at ECCC is a matter of highest concern and is the essence of the agreement. All food, beverages and other items sold or kept for sale at ECCC shall be of first quality, wholesome and pure and must conform in all respects to all applicable federal, state, county health statutes, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale and all merchandise offered for sale at ECCC shall be stored and handled with due regard for sanitation, and shall conform with the quality, type, size, and weights as agreed upon and approved by the General Manager. All food products sold to individuals through various outlets shall be prepared and handled to provide fresh, high quality products. Concessionaire shall only serve fresh brewed coffee; the use of instant liquid or freeze-dried coffee will not be permitted. Written policies shall be developed and adhered to regarding shelf life of all perishable merchandise. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County. Any article rejected by the County in good faith as not being first quality, wholesome and pure shall be removed from the premises and shall not be offered for resale. Concessionaire shall comply with industry standards of beer, wine, and other alcoholic beverages regarding quality, quantity, storage and handling.

SELECTION OF VENDORS/SUPPLIERS: The County informs all proposers that it reserves the sole right to grant advertising and sponsorship exclusivity from time to time for food and beverage supplies consumed in ECCC. Concessionaire shall not execute any supplier contracts for supplies at ECCC. Pursuant to the said exclusivity granting rights, the County reserves the final right to specify any or all of concessionaire's product sources of supply; provided however, concessionaire shall, in its sole discretion, select the vendors of the supply sources and shall not be obligated to use sources of supply whose level of quality, services and/or prices are not competitive with the marketplace. It is the intent of the County to be able to receive the full benefit of the exclusive

outlet rights for food and beverage products; provided, competitive levels of quality, services and/or prices are maintained.

#### **RECORDS, ACCOUNTING & AUDITING**

All concessionaires' operations must conform to all applicable local, state and federal rules, regulations and laws.

Concessionaire must procure and keep in force during the entire period of the agreement all permits and licenses required by law.

Concessionaire shall have existing, develop or purchase as part of the initial Capital Investment a software system that address at a minimum a Supplier Database, Inventory Data Base, Recipe Data Base, Customer Data Base, Purchasing & Receiving, Accounting, Catering Management, and Concession Management.

Concessionaire shall maintain an original set of books and records of sales, receipts and inventory regarding operations at ECCC, all in accordance with generally accepted accounting procedures. Said records and procedures shall be sufficient to clearly reflect all direct and indirect cost of any nature incurred in the performance of this agreement including original invoices of all materials brought on the premise. Concessionaire shall also maintain payroll summaries, copies of payroll, tax returns, deposit receipts and bank statements.

## INSURANCE REQUIREMENTS

### Contractor's Insurance

- A. The **CONTRACTOR** shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Management Director.
- B. All insurance policies shall be with insurers licensed to do business in the State of Florida, and any insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published A. M. Best & Co., Inc.
- C. All insurance shall include the interest of all entities names in and its respective agents, consultants, servants and employees of each and all other interests as may be reasonably required by Okaloosa County as Additional Insured. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- D. The County of Okaloosa shall be listed as Additional Insured by policy endorsement on all insurance contracts applicable to this Agreement except Workers' Compensation and Professional Liability.
- E. The County of Okaloosa shall be furnished proof of coverage by certificates of insurance (COI) and endorsements for every applicable insurance contract required by this Agreement. The COI's and policy endorsements must be delivered to the County Representative not less than ten (10) days prior to the commencement of any and all contractual agreements between the County of Okaloosa and the **CONTRACTOR**.
- F. The County shall retain the right to reject all insurance contracts that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the **CONTRACTOR**.
- G. The insurance definition of Insured or Additional Insured shall include Subcontractor, Sub-subcontractor, and any associated or subsidiary companies of the **CONTRACTOR**, which are involved, and which is a part of the contract.
- H. The County reserves the right at any time to require the **CONTRACTOR** to provide certified copies of any insurance policies to document the insurance coverage specified in this Agreement.
- I. The designation of **CONTRACTOR** shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
- J. All policies shall be written so that the County will be notified of cancellation or restrictive amendments at least thirty (30) days prior to the effective date of such

cancellation or amendment. Such notice shall be given directly to the County Representative.

### **Workers' Compensation Insurance**

1. The **CONTRACTOR** shall secure and maintain during the life of this agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County of Okaloosa, the **CONTRACTOR** shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished the County of Okaloosa not less than ten (10) days prior to the commencement of any and all subcontractual agreements which have been approved by the County of Okaloosa.
2. Such insurance shall comply with the Florida Workers' Compensation Law.
3. No class of employee, including the **CONTRACTOR** himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

### **Business Automobile and Commercial General Liability Insurance**

1. The **CONTRACTOR** shall maintain Business Automobile Liability insurance coverage throughout the life of this Agreement. The insurance shall include Owned, Non-owned & Hired Motor Vehicle coverage.
2. The **CONTRACTOR** shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures. The coverage shall include both On-and Off-Premises Operations, Contractual Liability, Board Form Property Damage, and Professional Liability.
3. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claim-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the **CONTRACTOR** shall notify the County representative in writing. The **CONTRACTOR** shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
4. Commercial General Liability coverage shall be endorsed to include the following:
  - 1.) Premises – Operation Liability
  - 2.) Occurrence Bodily Injury and Property Damage Liability

- 3.) Independent Contractor's Liability
  - 4.) Completed Operations and Products Liability
5. **CONTRACTOR** shall agree to keep in continuous force Commercial General Liability coverage including Completed Operations and Products Liability for two (2) years beyond acceptance of project.

**Limits of Liability**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

		<u>LIMIT</u>
A.	Worker's Compensation	
	1.) State	Statutory
	2.) Employer's Liability	\$1,000,000 each accident
B.	Business Automobile & Commercial General Liability Insurance	\$1,000,000 each occurrence (A combined single limit)
C.	Personal and Advertising Injury	\$250,000

**Notice of Claims or Litigation**

The **CONTRACTOR** agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the **CONTRACTOR's** knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the **CONTRACTOR** becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

**Indemnification & Hold Harmless**

To the fullest extent permitted by law, **CONTRACTOR** shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of this contract.

**Certificate of Insurance**

- A. Certificates of insurance, in duplicate, indicating the job site and evidencing all required coverage must be submitted to and approved by Okaloosa County prior to the commencement of any of the work. The certificate holder(s) shall be as follows:

Okaloosa County  
602-C North Pearl Street  
Crestview, Florida 32536

- B. All policies shall expressly require 30 days written notice to Okaloosa County at the address set out above, or the cancellations of material alterations of such policies, and

the Certificates of Insurance, shall so provide.

- C. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer. County reserves the right to approve or reject all deductible/SIR above \$10,000.
- D. The Certificates of Insurance shall disclose any and all deductibles or self-insured retentions (SIRs). County requests that all deductibles or SIRs be no greater than \$10,000. However, **CONTRACTORS** having insurance with higher deductibles may submit a proposal without penalty reflecting the pricing for their deductible provided that **CONTRACTOR** also submits a brief company financial statement.
- E. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the **CONTRACTOR's** full responsibility. In particular, the **CONTRACTOR** shall afford full coverage as specified herein to entities listed as Additional Insured.
- F. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR. Specific written approval from Okaloosa County will only be provided upon demonstration that the **CONTRACTOR** has the financial capability and funds necessary to cover the responsibilities incurred as a result of the deductible or SIR.
- G. In the event of failure of the **CONTRACTOR** to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Okaloosa County shall have the right (but not the obligation) to take out and maintain insurance on the project. All costs for the coverage will be paid by **CONTRACTOR** upon presentation of a bill.

### General Terms

Any type of insurance or increase of limits of liability not described above which the **CONTRACTOR** required for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of the insurance described shall in no way be interpreted as relieving the **CONTRACTOR** of any responsibility under this contract.

Should the **CONTRACTOR** engage a subcontractor or sub-subcontractor, the same conditions will apply under this agreement to each subcontractor and sub-subcontractor.

The **CONTRACTOR** hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the **CONTRACTOR** under all the foregoing policies of insurance.

### Umbrella Insurance

The **CONTRACTOR** shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this agreement.

## “NO CONTACT CLAUSE”

The Okaloosa County Board of County Commissioners have established a solicitation silence policy (**No Contact Clause**) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department.

The period commences when the procurement document is received and terminates when the Board of County Commissioners approves an award.

When the solicitation silence period is in effect, no oral or written communication is allowed regarding the solicitation between prospective proposers and members of the Board of County Commissioners, the County Administrator or members of the Board Approved Review Committee. All questions or requests for information regarding the solicitation **must** be directed to the designated Purchasing Representative listed in the solicitation.

Any information thought to affect the committee or staff recommendation submitted after proposals are due, should be directed to the Purchasing Director or his appointed representative. It shall be the Purchasing Director’s decision whether to consider this information in the decision process.

Any attempt by a vendor/proposer to influence a member or members of the aforementioned shall be grounds to disqualify the proposer from consideration during the selection process.

All proposers must agree to comply with this policy by signing the following statement and including it with their submittal.

I \_\_\_\_\_ representing \_\_\_\_\_  
Signature Company Name

Hereby agree to abide by the County’s “**No Contact Clause**” and understand violation of this policy shall result in disqualification of my proposal/submittal.

# *CUSTOMER REFERENCE SHEET*

Refer to Bid Specification

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

NAME OF CUSTOMER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
PHONE NUMBER \_\_\_\_\_  
PERSON TO CONTACT \_\_\_\_\_

## LOCAL PREFERENCE DATA SHEET

Okaloosa County grants a preference to in-county bidders only when bids are received from firms located in states, municipalities or other political subdivisions which offer preference to bidders located in such political subdivisions. The amount of preference given to local bidders will be the same as that given by the state, county, municipality or other political subdivisions in which the out-of-county bidder is located. If the political subdivision in which a bidder is located offers a preference to its local firms, that bidder must plainly state the extent of such preference to include the amount and type preference offered. Any bidder failing to indicate such preference will be removed from the County bid list and any and all bids from that firm will be rejected.

Does the state, county, municipality or political subdivision in which your firm is located offer a preference to their local bidders? If "YES," list below the extent of such preference. (If your firm is located in Okaloosa County, you will check "YES" reciprocal only.)

YES \_\_\_\_\_

NO \_\_\_\_\_

If yes, you must identify how you confirmed this information or who you spoke with within your area of business location below:

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\_\_\_\_\_  
Bidder's Company Name

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

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

\_\_\_\_\_  
Date

# CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all proposers, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

YES \_\_\_\_\_

NO \_\_\_\_\_

**NAME(S)**

**POSITION(S)**

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

BY (PRINTED): \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE NO. \_\_\_\_\_

E-MAIL \_\_\_\_\_

# DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED PROPOSER CERTIFIES that it has implemented 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's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

NAME: \_\_\_\_\_

(Typed or Printed)

ADDRESS: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

E-MAIL: \_\_\_\_\_

\_\_\_\_\_

PHONE NO.: \_\_\_\_\_

# INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature – Manual

\_\_\_\_\_  
Physical Address

\_\_\_\_\_  
Authorized Signature – Typed

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
FAX Number

\_\_\_\_\_  
Cellular Number

\_\_\_\_\_  
After-Hours Number(s)

\_\_\_\_\_  
DATE

# PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER in the total aggregate penal sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for

**NOW, THEREFORE**, if the Principal shall well, truly, and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period and if the PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expenses which the OWNER may incur in making good any default, then this obligation shall be void, otherwise to remain in full force and effect.

**PROVIDED, FURTHER**, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that it is expressly agreed that the BOND shall be amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied. The OWNER is the only beneficiary hereunder.

**PERFORMANCE BOND**

**IN WITNESS WHEREOF**, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

\_\_\_\_\_  
PRINCIPAL

(SEAL)

BY: \_\_\_\_\_(S)

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SURETY

ATTEST

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_  
WITNESS TO SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

**Note:** Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal and  
(Corporation, Partnership or Individual)

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

hereinafter called OWNER, and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns in the total aggregate penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the PRINCIPAL entered into a certain contract with the OWNER, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, a copy of which is hereto attached and made a part hereof for \_\_\_\_\_.

**NOW, THEREFORE**, if the PRINCIPAL shall properly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract and any authorized extensions or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and for all labor cost incurred in such WORK, including that by a SUBCONTRACTOR, and to any mechanic or material man lien holder, whether it acquires its lien by operation of State or Federal law, then this obligation shall be void, otherwise to remain in full force and effect.

## **PAYMENT BOND**

**PROVIDED**, that beneficiaries or claimants hereunder shall be limited to the SUBCONTRACTORS, and persons, firms and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

**PROVIDED, FURTHER**, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed there under or the SPECIFICATIONS accompanying same shall in any way affect its obligation on this BOND, and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

**PROVIDED, FURTHER**, that no suit or action shall be commenced hereunder by any claimant: (a) unless claimant, other than one having a direct contract with the PRINCIPAL, shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER or SURETY, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer; (b) after expiration of one (1) year following the date of which PRINCIPAL ceased work on said CONTRACT, is being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

**PROVIDED, FURTHER**, that it is expressly agreed that the BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than twenty percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the CONTRACT as so amended. The term "Amendment", wherever used in this BOND, and whether referring to this BOND, or the CONTRACT DOCUMENTS, shall include any alteration, addition, extension or modification of any character whatsoever.

**PROVIDED, FURTHER**, that no final settlement between the OWNER and the PRINCIPAL shall abridge the right of the other beneficiary hereunder, whose claim may be unsatisfied.

**PAYMENT BOND**

**IN WITNESS WHEREOF**, this instrument is executed in 3 counterparts, each one of which shall be deemed an original, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

ATTEST

\_\_\_\_\_  
(PRINCIPAL) SECRETARY

\_\_\_\_\_  
PRINCIPAL

(SEAL)

BY: \_\_\_\_\_(S)

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
WITNESS AS TO PRINCIPAL

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SURETY

ATTEST

BY: \_\_\_\_\_  
ATTORNEY-IN-FACT

\_\_\_\_\_  
WITNESS TO SURETY

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
ADDRESS

**Note:** Date of BOND must not be prior to date of Contract. This bond is given to comply with section 255.05 Florida Statutes, and any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

If CONTRACTOR is partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

# RFP SHEET

RFP #: TDD 22-14

DATE SUBMITTED: \_\_\_\_\_

RFP ITEM: FOOD & BEVERAGE SERVICES/CATERING FOR THE EMERALD COAST CONVENTION CENTER

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**ANTI-COLLUSION STATEMENT:** The below signed proposer has not divulged to, discussed or compared his proposal with other proposers and has not colluded with any other proposer or parties to proposal whatever. (Note: No premiums, rebates, or gratuities permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material (as applicable) and the removal from proposal list(s).

\_\_\_\_\_  
Bidder's Company Name

\_\_\_\_\_  
Authorized Signature - Manual

\_\_\_\_\_

\_\_\_\_\_  
Authorized Signature - Typed

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal ID # or SS #

\_\_\_\_\_  
E-mail address

# ADDENDUM 1

## Section 4: Scope of Services

### Staffing

SERVING OF ALCOHOL BEVERAGES: ~~The County will manage and maintain all liquor operations and licenses. However, the County may require skilled bartenders and bar back staff at catered events. The County shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.~~

Concessionaire shall manage and maintain all liquor operations and licenses at the ECCC. The County shall have the sole right to determine at which events alcoholic beverages may be sold. Concessionaire shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Concessionaire shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of concessionaire. Concessionaire shall be required to have all staff including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.