



Event Center Catering Requirements

1. Introduction.

The MIDFLORIDA Event Center is a local, state and regional special event center of the City of Port. St. Lucie. By hosting events and offering a variety of services, the MIDFLORIDA Event Center showcases and provides economic benefit to its community. The venue's promise is to provide an exceptional product, in a safe environment, while maintaining the integrity and financial health of the facility.

The MIDFLORIDA Event Center is a 100,000 square-foot facility featuring two beautifully appointed ballrooms, a spacious lobby, an art gallery, a fitness center, and an outdoor Village Square equipped with a stage.

Located along Florida's Treasure Coast, midway between Orlando, Miami and Tampa, the MIDFLORIDA Event Center is dedicated to hosting banquets, meetings, conferences, weddings, expositions, tradeshows, concerts, performing arts, festivals, and sporting events.

For more information, visit www.midfloridaeventcenter.com

2. Applicability.

This document shall be applicable to any contract incorporating this document for the initial period of performance, all renewal options identified, and any extensions as so authorized by the City Ordinance.

3. Location/Facilities.

9221 SE Event Center Place, Port St. Lucie, FL 34952

4. Hours of Operation.

a. The MIDFLORIDA EVENT CENTER

- i. Normal office hours are 8am – 5pm”
- ii. SUPPLIER shall have a location office (four-wall space provided by the City at no cost to SUPPLIER) with reasonable office hours to be mutually agreed upon by SUPPLIER and the CITY.
- iii. SUPPLIER shall keep the food services open during the hours reasonably required to adequately meet public and client demand, as determined by event, and, if the CITY should request, SUPPLIER shall close catering, concessions or alcohol sales.

5. Catering.

All catering within designated foodservice facilities is non-exclusive to the Supplier selected under the RFP. The right to provide catering elsewhere on the City's property is non-exclusive.

City has the right to allow an outside caterer to provide services under the City's Open Catering Program allowing pre-approved vendors to provide food and non-alcoholic beverage service to clients who rent space in the center. City Equipment and Facilities granted to SUPPLIER under this agreement shall not be used by outside caterers under the Open Catering Program. Alcoholic beverages sales under this program shall be retained by Supplier.

6. Alcohol.



For food service events where, alcoholic beverages are served by Supplier employees, such Supplier employees will be trained in the service of alcohol and certified according to federal, state, and local requirements. Upon the City's request, the Supplier shall provide the City with proof of relevant employees' certification. In the event of any suspension of the liquor license, Supplier shall, with approval of the City, secure an Interim Caterer/Concessionaire or make other arrangements to ensure the uninterrupted sale of alcoholic beverages. Should the City's commission revenue be adversely affect by a loss of Gross Receipts based upon the performance of the Interim Caterer/Concessionaire or the failure to maintain a liquor license, or should the City suffer a loss of revenues due to the loss of the liquor license, then the City shall be made whole by the Supplier. Supplier and City agree to cooperate to determine an Interim Caterer/Concessionaire to sell or dispense alcoholic beverages. If the Supplier's license to sell alcoholic beverages is cancelled or revoked, Supplier will be in breach of the established contract and the City may terminate the contract and seek proper damages.

The Supplier and its employees serving alcoholic beverages shall comply with the following:

- a. Supplier shall securely store all alcoholic beverages;
- b. Any selected Supplier employee serving alcoholic beverages at licensed premises shall be 21 years of age or older;
- c. Supplier employees serving alcoholic beverages shall record sales of alcoholic beverages separately from food and non-alcoholic beverage items;
- d. Any serving of alcoholic beverages shall be done in accordance with all applicable federal, state and local laws, including restricting access to alcoholic beverages by persons under the age to consume and by those who are actually or apparently impaired.

7. Tender Types.

Food services at a minimum shall accept cash, credit, and bank debit. The Supplier shall be responsible for all expenses and collection of debts resulting from cash, credit card, and bank debit card transactions.

8. Catering Revenue.

- a. Total Estimated Gross Revenues:

<u>FY2018</u>	<u>FY2019</u>
\$346,000	\$362,000

9. Event Center Attendance: Estimated 115,000 annually

10. Number of Event Days: Estimated 300 annually

11. Equipment Inventory.

The Supplier will be allowed the use of the City's existing inventory of catering and food service-related equipment (both loose and fixed) and supplies in performance of its contract. All City property shall remain the property of the City through the initial term of the contract and any subsequent renewals and/or extensions. An inventory verification process will be performed at the onset of the contract and repeated annually, through coordination of the City and Supplier's employees. Deficiencies must be reported annually. Upon termination of the contract, inventory of said equipment and supplies will be conducted by the City and the Supplier, with the Supplier



reimbursing the City for the replacement cost of missing or damaged equipment and/or supplies, with normal missing, wear and tear expected.

12. Facilities and Facility Maintenance.

- a. Due to the fault or neglect of Supplier, the Supplier shall be responsible for any damages to the Kitchen and kitchen equipment and smallwares. Compensation for any misuse by the Supplier shall be paid to the City by the Supplier within thirty (30) days of the determination or prior to any renewal of the Agreement, whichever is earlier.
- b. The City shall, at the City's expense, provide maintenance personnel and maintenance services parts, and supplies required to properly maintain the building

13. Housekeeping, Trash Removal and Sanitation.

Supplier shall be responsible for maintaining an immaculate kitchen, and food service areas. Supplier must maintain a County Health Department rating of "A" and a copy of inspection reports must be provided to the City. Supplier must immediately remedy any shortcomings identified by the County Health Department that are within its control and responsibility. Failure to take immediate remedial action will be considered a material breach of the contract, which, if uncured, would allow the City to terminate the executed contract.

14. Housekeeping and Sanitation Services.

Supplier must dispose of all food service refuse and waste in manners that are acceptable by all statutes, ordinances, codes, and regulations.

Housekeeping.

- i. At a minimum, the Supplier shall provide housekeeping, cleaning, and sanitation service, which includes necessary commercial equipment and supplies for the kitchen and other food service areas and food service equipment.
- b. **Cleaning and Sanitation Schedules.** The Supplier shall develop, implement and update cleaning and sanitation schedules for all kitchen equipment and food service areas as assigned. Cleaning must always be sufficient to provide protective maintenance against unnecessary deterioration and provide a clean and neat appearance.
- c. **Housekeeping Sanitation.** The Supplier shall be responsible for:
 - i. Routine cleaning of the hoods, filters and pipes.
 - ii. Providing, cleaning and maintaining an adequate inventory of employee uniforms, aprons, towels and other related catering service items.

15. Food Handler Certificates.

The Supplier shall be responsible for providing food handler certificates and/or medical examinations as required by law and shall make such records available for review upon the City's request. Supplier shall, through daily visual inspection, ensure that food handlers are following established hygiene practices including daily bathing, wearing clean outer clothing, maintaining short, clean fingernails, removing jewelry during food preparation and proper hand washing.

16. Supplier Employee Sanitation.

The Supplier's employees shall be neat and tidy in appearance and shall follow general food service industry hygiene practices in the handling of food. The Supplier shall not allow



employees with known illnesses, open sores or other symptoms to work. Any contagious disease/illness must be reported immediately to the City.

17. Grease Storage Areas.

The Supplier shall thoroughly train its staff to fully comply with local and Environmental Protection Agency requirements for storage, spill containment/clean-up, and reporting as may be required. Used grease shall be removed from the premises on a regular basis to minimize the potential for spills.

18. Trash Disposal.

- a. The Supplier shall maintain and always keep areas food service areas and the kitchen free of trash and debris. Such material shall be disposed of properly to ensure no food waste odors are created and no refuge for vermin exists.

19. Licensing, Permits, Taxes.

The Supplier shall, at its own expense, procure and keep in effect all necessary permits and licenses required for its performance under the contract, and shall post or display in a prominent place such permits and/or notices as required by law. The Supplier shall pay for any and all taxes and assessments attributable to all food service operations, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal state and local income taxes.

20. Network.

Supplier is responsible for establishing and payment of Internet services with a local provider for all network/Internet requirements.

- 21. Utilities.** The City shall provide electricity, gas, water, and repairs and maintenance to such services. The City shall not be liable to the Supplier or others for any loss, cost, or expense, which may result from the interruption or failure of any such service.

22. Parking.

Parking will be made available to Supplier's personnel.

23. Security.

Supplier shall be responsible for securing all entrance and exit doors to the Kitchen. Supplier shall be responsible for all risks for loss of kitchen equipment, smallwares, and food merchandise of any kind at all times except to the extent such loss is a result of the sole negligence of the City

24. Key/Card Door & Gate Access System.

In order to provide appropriate control, the City shall provide food service staff with either keys and/or access cards for points of egress at the Event Center. The Supplier shall be responsible for the cost of replacing lost or damaged keys and/or access cards; the cost of re-keying; and the cost of replacement of locking cylinders as a result of the Suppliers negligence and/or loss of keys and access cards. Any lost/stolen keys or access cards must be reported to the City within 24 hours.

- 25. Pest Control.** The City shall provide pest control service to food service areas and the kitchen.

26. Customer Service Expectations.

The Supplier shall provide excellent customer service at all food service events which shall include but not be limited to, clear menu signage and trained staff to answer questions and



respond to food service special circumstances and dietary needs. Supplier will ensure food services has a trained and experienced staff to provide immediate response to customers via telephone, email, website and in person, regarding issues pertaining to food services at all times. Supplier shall inform the City of any customer issues.

27. Retained Rights and Responsibilities.

The City retains the following rights and responsibilities:

- a. The right to inspect the kitchen, food service areas, and food items being served, at any time.
- b. The right to approve location manager.
- c. The right to adopt policies which prohibit selling or providing certain food, merchandise and/or beverage on City property.

28. Staffing / Personnel.

The Supplier shall be responsible, at its sole cost and expense, to employ all personnel necessary for the efficient operation of all service specified under the contract. Supplier shall provide back-up personnel in times of staff shortages due to vacations, illness, labor disturbances, and inclement weather, to maintain service. Hiring and firing of personnel shall be the sole responsibility of the Supplier. City reserves the right to have final approval as to the number of employees required to work during any such time at an event. City shall have the right to require SUPPLIER to permanently remove from the event center or reassign any Personnel if their performance is deemed unsatisfactory by the City.

29. Supplier Conduct.

The Supplier shall be responsible for the actions of its employees, agents, and independent suppliers hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons.

30. ADA.

The Supplier shall comply with the Americans with Disabilities Act (ADA).

31. Employment Laws.

The Supplier shall comply with all applicable local, state, and federal employment requirements.

32. Background Checks.

- a. Supplier maintains full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check process. Disqualifying convictions or charges include, but are not limited to, sexual offenses, criminal/violent offenses, and drug offenses.
- b. In compliance with the National Child Protection Act of 1993, the minimum background check process shall include, but not be limited to, the following checks:
 - i. A state and federal criminal history check covering a minimum of seven (7) years utilizing the Florida department of Law Enforcement's Volunteer & Employee Criminal History System (VECHS);
 - ii. Nationwide sex offender search; and
 - iii. A social security number check.



- c. The background checks shall be at the Supplier's expense.

33. Renovations.

Any renovations or changes to Kitchen, including but not limited to facilities and fixed equipment and installation of new food concepts, must be approved by the City in writing prior to commencement of work and may, depending on change or renovation, be at the Supplier's expense or City's expense.

34. Personal Property.

Any and all personal property placed on City property by the Supplier, their employees, and/or sub-Suppliers shall be at their own risk and the City shall not be held liable for any damages or losses to said personal property for any cause whatsoever.