



"A City for All Ages"

## City of Port St. Lucie

### Electronic Request for Proposals ("eRFP")

Event Name: Dining and Event Catering Services at The Saints Golf Course

eRFP (Event) Number: 202000125

## 1. Introduction

### 1.1. Purpose of Procurement

Pursuant to the [Port St. Lucie City Ordinance 35.05](#), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified contractor who will provide **Dining and Event Catering Services at The Saints Golf Course** to the City of Port St. Lucie (hereinafter, "City") as further described in this eRFP.

A descriptive overview of the City can be found at <https://www.cityofpsl.com/discover-us/about-psl>. Please visit the City's website to familiarize yourself with how our city is structured and operates. Please contact the Issuing Officer with any questions.

### 1.2. eRFP Scope

The Saints Golf Course is owned and operated by the City at 2601 S.E. Morningside Blvd. and is nestled in a tranquil residential neighborhood. The Saints Golf Course consists of an exceptional 18-hole championship course, driving range and practice area. The Saints' clubhouse houses a fully stocked pro shop and a 1,455 sq. ft. full-service restaurant and bar, 2,501 sq. ft. rentable banquet room and 1,450 sq. ft. covered terrace for outside dining. The City is requesting proposals for Dining Services at The Saints Golf Course as specified by all City provided documentation posted to DEMANDSTAR for RFP# 202000125.

### 1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified contractor to provide the goods and/or services outlined in this eRFP to the City. This eRFP process will be conducted to gather and evaluate responses from contractors for potential award. All qualified contractors are invited to participate by submitting responses, as further defined below. After evaluating all contractors' responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, by the City Clerk's office, to include the names of all participating contractors and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO CONTRACTORS: The general instructions and provisions of this document have been drafted with the expectation that the City will make a single award; however, please refer to Section 6.7 "Selection and Award" of this eRFP for information concerning the City's actual award strategy (single, multiple, split awards, etc).

### 1.4. Schedule of Events

The schedule of events set out herein represents the City's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the City reserves the

right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	As Published on DemandStar	N/A
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	10/21/2020	5:00 p.m. ET
Bidders/Offerors' Conference Location: N/A Attendance is: N/A	As Published on DemandStar	See DemandStar
Collective responses to Written Questions by City Issued Addendum	10/28/2020	5:00 p.m. ET
Proposals Due/Close Date and Time	As Published on DemandStar	As Published on DemandStar
Proposal Evaluation Completed (on or about)	1 to 2 Weeks after Closing	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	2 to 3 Weeks after Closing	TBD
Negotiations with Identified contractors (on or about); discretionary process	2 to 3 Weeks after Closing	TBD
Final Evaluation (on or about)	3 Weeks after Closing	N/A
Finalize Contract Terms	3 to 4 Weeks after Closing	N/A
Notice of Intent to Award [NOIA] (on or about)	4 to 6 Weeks after Closing to be Published by City Clerk's Office	N/A
Notice of Award [NOA] (on or about)	Date of Issued Purchase Order to Contractor	N/A

\*In the event the estimated value of the contract is less than \$75,000, the City reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

#### 1.5. Official Issuing Officer (Procuring Agent)

**Matthew Shiver**

**MSHIVER@CITYOFPSL.COM**

#### 1.6. Definition of Terms

Please review the following terms:

Catering/Catered "Event"- A catering/catered event is an agreement between a customer and a caterer to provide catering services such as to supply food and/or beverages for a specified period or a particular event according to the terms and conditions set forth in this solicitation.

Contractor(s) – companies desiring to do business with the City (Also called "Bidder", "Proposer", "Supplier", or "Offeror".)

City of Port St. Lucie "City" – the governmental entity identified in Section 1.1 "Purpose of Procurement" of this eRFP.

Responsible- means the contractor, whether a company or an individual, has appropriate legal authority to do business in the City, a satisfactory record of integrity, appropriate financial, organizational and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any.

Responsive- means the contractor, whether a company or an individual, has submitted a timely offer which materially conforms to the requirements and specifications of the solicitation.

Any special terms or words which are not identified in the City's eRFP Document may be identified separately in one or more attachments to the eRFP. Please download, save and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Contractors" of this eRFP.

### **1.7. Contract Term**

The initial term of the contract(s) is for two (2) calendar year(s) from the execution date of the Purchase Order. The City shall have two, two (2) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the written consent of the awarded contractor(s), extend the contract(s) for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

## **2. Instructions to Contractors**

This section contains general business requirements. By submitting a response, the contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the contractor's submitted pricing.

By submitting a response to the eRFP, the contractor is acknowledging that the contractor:

1. Has read the information and instructions,
2. Agrees to comply with the information and instructions contained herein.

### **2.1.1. General Information and Instructions**

#### **2.1.1.1. Familiarity with Laws and Regulations**

Responding Contractors are assumed to be familiar with all Federal, State and local laws, ordinances, rules and regulations that may affect the work. Ignorance on the part of the Awarded Contractor will in no way relieve them from contract responsibility.

#### **2.1.1.2. Restrictions on Communicating with Staff/ Cone of Silence**

From the issue date of this eRFP until a City generated Purchase Order is submitted to the contracted contractor (or the eRFP is officially cancelled), contractors are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, or during the Bidders/Offerors' conference (if any), or as defined in this eRFP or as provided by existing work agreement(s). This is commonly known as a cone of silence during the procurement process as identified in the [City Code of Ordinances, Section 35.13](#). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The City reserves the right to reject the response of any contractor violating this provision. Further information of this topic can be found on the Cone of Silence and eRFP Communication Document.

#### **2.1.1.3. Submitting Questions**

All questions concerning this eRFP must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the City. All contractors must submit questions by the deadline identified in the Schedule of Events for submitting questions.

Contractors are cautioned that the City may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP must be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

#### **2.1.4. Attending Bidders/Offerors' Conference**

The Bidders/Offerors' Conference or any other information session (if indicated in the schedule of events) will be held at the offices referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory; although contractors are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the contractor must attend the conference in its entirety to be considered eligible for contract award. The contractor is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The City reserves the right to consider any representative arriving late to be "not in attendance." Therefore, all contractors are strongly encouraged to arrive early to allow for unexpected travel contingencies.

#### **2.1.5. The City's Right to Request Additional Information – Contractor's Responsibility**

Prior to contract award, the City must be assured that the selected contractor has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the City, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the City is unable to assure itself of the contractor's ability to perform, if awarded, the City has the option of requesting from the contractor any information deemed necessary to determine the contractor's responsibility. If such information is required, the contractor will be so notified and will be permitted approximately ten business days to submit the information requested.

#### **2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Contractors' responses must be complete in all respects, as required in each section of this eRFP.

#### **2.1.7. Rejection of Proposals; The City's Right to Waive Immaterial Deviation**

The City reserves the right to reject any or all responses, to waive any irregularity or informality in a contractor's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the City. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this eRFP**. A contractor's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the City on a case-by-case basis.

**NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests. The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List. Please see [Florida Statute 287.133](#) for further information regarding business transactions with companies that have been convicted of public entity crimes.**

#### **2.1.8. The City's Right to Amend and/or Cancel the eRFP**

The City reserves the right to amend this eRFP. All revisions must be made in writing prior to the eRFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, they shall immediately notify the City of such error in writing and request modification or clarification of the document. Any modification made to this RFP will be issued as an addendum. Written notice will be posted to DemandStar without divulging the source of the request. If a responding entity fails to notify the City prior to the date and time fixed for submission of an error or ambiguity in the eRFP known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the contractor shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the contractor submitted its response) unless expressly stated otherwise in the contractor's response. **THEREFORE, EACH CONTRACTOR IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED eRFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE CONTRACTOR'S RESPONSE PRIOR TO THE CLOSE OF THE eRFP. Contractors are encouraged to frequently check the solicitation documentations and embedded URLs for additional information. Finally, the City reserves the right to cancel this eRFP at any time.**

#### **2.1.9. Use of Subcontractor**

Except as may be expressly agreed to in writing by the City, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract. No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. City shall have the right to request the removal of a subcontractor from the Contract with or without cause.

#### **2.1.10. Proposal of Addition Services**

If a proposer indicates an offer of services in addition to those required by and described in this eRFP, these additional services may be added to the original contract at the sole discretion of the City.

#### **2.1.11. Protest Process**

Proposers should familiarize themselves with the procedures set forth in [City Ordinance 20-15 Sec. 35.14](#).

#### **2.1.12. Costs for Preparing Responses**

Each contractor's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the contractor. The City will not provide reimbursement for such costs.

#### **2.1.13. Public Access to Procurement Records**

Solicitation opportunities will be publicly advertised as required by city ordinances and state and federal laws. Any material that is submitted in response to this RFP, including anything considered by the Proposer to be confidential or a trade secret, will become a public document pursuant to [Chapter 119 of the Florida Statutes](#). Any claim of confidentiality is waived upon submission, effective after the City's opening of the proposals pursuant to Section 119.07, Florida Statutes. Therefore, the Proposer is hereby cautioned to NOT submit any documents that the Proposer does not want to be made public. The City is allowed to assess a reasonable charge to defray the cost of reproducing documents. A City employee must be present during the time of onsite inspection of documents. PLEASE NOTE: When information (financial or other information) submitted by a contractor is marked as "confidential", "proprietary", etc., the City will make a determination

regarding what information may or may not be withheld from disclosure pursuant to Florida law. Contractors should review [Chapter 119 of the Florida Statutes](#) for all updates before requesting exceptions from Florida Statutes Chapter 119.

## 2.2. Submittal Instructions

### Submittal Instructions to DemandStar

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP and submitting a response to the eRFP.

#### 2.2.1. eRFP Released

The release of the eRFP is only communicated through the posting of this eRFP as an event in [DemandStar](#). This eRFP is being conducted through DemandStar an online, electronic tool, which allows a contractor to register, logon, select answers and type text in response to questions, and upload any necessary documents. Each contractor interested in competing to win a contract award must complete and submit a response to this eRFP using [DemandStar](#). Therefore, each contractor MUST carefully review the submittal instructions on DemandStar's website and following the submittal guidance that is provided in Section 2.2 of this RFP document.

#### 2.2.2. eRFP Review

The eRFP consists of the following: this document, entitled "PSL eRFP Document", and any and all information included in the eRFP, as posted to DemandStar, including any and all documents provided by the City as attachments to the eRFP or links contained within the eRFP or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5). Attached documents may be found as follows:

#### 2.2.3. Preparing a Response

When preparing a response, the contractor must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert "see attached file" (or similar statements) in the worksheet to reference separate documents.
2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP as specified by the City.
5. Use caution in creating electronic files to be uploaded. If the City is unable to open an electronic file due to a virus or because the file has become corrupted, the contractor's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following format: Microsoft Office 2007 and portable document format file (PDF). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event that the City is unable to open an electronic file because the City does not have ready access to the software utilized by the contractor, the contractor's response will be considered incomplete and disqualified from further consideration.

#### 2.2.4. Reviewing, Revising or Withdrawing a Submitted Response

After the response has been submitted, the contractor may view and/or revise its response by logging into DemandStar. Please take note of the following:

1. REVIEW AND REVISE. In the event the contractor desires to revise a previously submitted response, the contractor may revise the response. If the revisions cannot be completed in a single work session, the contractor should save its progress.” Once revisions are complete, the contractor **must resubmit** its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the contractor temporarily losing a connection to the Internet.
2. WITHDRAW. A contractor may withdraw the proposal by removing all documents from DemandStar prior to the deadline. In the event a contractor desires to withdraw its response after the closing date and time, the contractor must submit a request in writing to the Issuing Officer.

### 3. General Insurance and Bonding Requirements

This section contains general business requirements. By submitting a response, the contractor is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the contractor’s submitted pricing.

#### 3.1. Standard Insurance Requirements

**Note: This will be modified based on subject matter of the service.**

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

Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests’ provision as provided under the standard ISO form separation of insurers clause.

**Contractor must review the City’s Standard Contract for further details and coverage requirements.**

**Within ten (10) business days of award, the awarded contractor must procure the required insurance and provide the City with an executed Certificate of Insurance. Certificates must reference the contract number and the City as the additional Insured party. The Contractor’s submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.**

#### 3.2. Bonds and/or Letter of Credit

##### **Bid Bond**

Each responding Contractor must supply a Bid Bond or Bid Deposit (certified check, cashier’s check, bank money order, bank draft of any national or state bank), in a sum of not less than **\$500.00** made payable to the City. The Bid Bond or Bid Deposit must be scanned and uploaded onto [DemandStar](#) along with all other required documents, thus showing evidence that a Bid Bond or Bid Deposit was obtained. Responding

Contractors must send the Original Bid Bond or Bid Deposit to the City within five (5) days after the eBid Due Date as reflected above in Section 1.4. The responding Contractor's bid will be considered non-responsive if the Bid Bond or Bid Deposit is not received within the specified time frame. Responding Contractors must submit a Bid Bond or Bid Deposit made payable to the City in a sealed envelope to:

Matthew Shiver  
121 S.W. Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
Attn: Procurement Management Department

Bid Bonds must be issued by a Surety authorized to do business in the State of Florida, in order to guarantee that the Contractor will enter into a contract to deliver products and/or related services outlined in this solicitation, strictly within the terms and conditions stated in the contract.

### **Performance Bond/Letter of Credit**

The awarded contractor(s) shall be required to furnish a performance bond or an irrevocable letter of credit to the City for the faithful performance on the contract in an amount equal to **\$10,000**. The bond shall be issued by a Corporate Surety authorized to do business with the State of Florida. The performance bond/letter of credit must be submitted to the City within ten (10) calendar days of the date the contract is approved by city council, but in any event, prior to the beginning of any contract performance by the awarded contractor.

### **3.2.1 Proposal Certification**

By responding to this solicitation, the contractor understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the City, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the contractor and the City; and
2. That the contractor guarantees and certifies that all items included in the contractor's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the contractor's response; and
3. That the response submitted by the contractor shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the contractor's offer may be held open for a lengthier period of time subject to the contractor's consent; and
4. That the contractor's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Contractor understands and agrees that collusive bidding is a violation of city ordinance, state and federal laws and can result in fines, prison sentences, and civil damage awards.

## **4. eRFP Proposal (Bid) Factors**

This section contains the detailed technical requirements and related services for this eRFP. Contractors are required to download, complete and then upload the Worksheets titled "Mandatory Response Worksheet", "Mandatory Scored Requirement Worksheet", and "Cone of Silence" Requirements found as attachments in the eRFP. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all three worksheets. In the event all three worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all three worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the contractor's response. These worksheets



together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the contractor's technical proposal.

The City has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The City will not tailor these needs to fit particular solutions contractors may have available; rather, the contractors shall propose to meet the City's needs as defined in this eRFP. All claims shall be subject to demonstration. Contractors are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

#### **4.1. Technical Proposal Introduction**

All of the items described in this section are service levels and/or terms and conditions that the City expects to be satisfied by the selected contractor. Each contractor must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

#### **4.2. Contractor General Information**

Each contractor must complete all of the requested information in the electronic purchasing system entitled **Contractor's General Information Worksheet** for inclusion with their bid response.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.3. Mandatory Requirements**

As specified with each requirement listed in the **Mandatory Response Worksheet**, the contractor must indicate whether its proposal meets the individual requirements by marking either a providing an answer and/or attaching the requested documents in the response block(s) provided. Responses to the Mandatory Response Worksheet are not scored. They are used to determine if a Contractor is both Responsible and Responsive.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.4. Mandatory Scored Response**

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the contractor must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but, instead, merely requires a response. All requirements labeled "Mandatory Scored" must be met by the contractor. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.5. Additional Information**

As noted in Section 2.2.2 "eRFP Review", please access and review all of the attachments provided by the City within the Event. If supplemental materials are requested by the City to be submitted by the contractor as part of the technical proposal, the contractor should upload these additional materials as directed by the City.

### **5. Cost Proposal**

#### **5.1. Cost Proposal**

Each contractor is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this

eRFP. By submitting a response, the contractor agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. All quantities and/or estimates are for information or tabulation purposes only and;
3. No warranty or guarantee is expressed or implied on the volume of products and/or services that the City may require through the negotiated contract period and;
4. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
5. Contractor responses requiring prepayment and/or progress payment requirements may be determined non-responsive unless otherwise permitted by the eBid; and
6. In the event there is discrepancy between the contractor's unit price and extended price, the unit price shall govern; and
7. In the event there is a discrepancy between (1) the contractor's pricing as quoted on the eRFP's provided cost worksheet and (2) the contractor's pricing as quoted by the contractor in one or more additional documents, the former shall govern; and
8. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

## **5.2. Cost Structure and Additional Instructions**

The City intent is to structure the cost format in order to facilitate comparison among all contractors and foster competition to obtain the best market pricing. Consequently, the City requires that each contractor's cost be in the format outlined below. Additional alternative cost structures will not be considered. Each contractor is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the contractor's proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in "number" (two-place decimal), not "currency" or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter "n/a" to indicate not available or "0" if there is no charge. Cells left blank will be interpreted as "no offer".

Download, review and complete the Cost Worksheet and then upload the Cost Worksheet per directions in DemandStar.

## **6. Proposal Evaluation, Negotiations and Award**

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the City based on a combination of technical and cost factors. Based on the results of the initial evaluation the City may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 "Scoring Criteria" of this eRFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful contractor(s) will be required to enter into discussions with the City to resolve any exceptions to the City's contract. The City will announce the results of the eRFP as described further in Section 6.9 "Public Award Announcement" of this eRFP.

### **6.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2

2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

## 6.2. Evaluating Proposal Factors (Section 4)

If the contractor's proposal passes the Administrative/Preliminary Review, the contractor's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

### 6.2.1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the City will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria" of this eRFP.

The contractor will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

## 6.3. Evaluating Cost Proposal and Total Combined Score

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, the City reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

### 6.3.1. Cost Scoring

The City may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The contractor deemed to have the most competitive cost proposal overall, as determined by the City, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the City may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

### 6.3.2. Total Score

The contractor's cost score will be combined with the contractor's technical score to determine the contractor's overall score (or "total combined score").

## 6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	200 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored"	800 points
Total	N/A	1,000 points

## 6.5. Local Preference in Purchasing or Contracting (Sec. 35.12, Ord. No. 10-26)\*

Except where otherwise provided by federal or state law or other funding source restrictions or as otherwise set forth in the purchasing policy. The City of Port St. Lucie shall give preference to local businesses in the following manner:

1. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of the total score may be assigned as follows:
  - a. Local businesses which meet all of the criteria for a local business as set forth in this section, shall be given a preference in the amount of five percent (5%) of the total score of the local business.
  - b. The City Procurement Management Division shall have the sole discretion to determine if a vendor meets the definition of a "local business."
2. Limitations:
  - a. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the City Code and the City of Port St. Lucie Purchasing Manual.
  - b. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Purchasing Manual.
  - c. The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation ACT (CCNA), Section 287.55, Florida Statutes.

\* Please review [\(Sec. 35.12, Ord. No. 10-26\)](#) for the full governing ordinance.

## 6.6. Negotiations of Proposals and/or Cost Factors

The objective of negotiations is to obtain the contractor's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE CITY URGES THE CONTRACTOR (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE CONTRACTOR WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

### 6.6.1. Overview of Negotiations

After the Evaluation Team has scored the contractors' proposals, the City may elect to enter into one or more rounds of negotiations with all responsive and responsible contractors or only those contractors identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily, and those contractors included in the competitive range must have highly scored proposals.

After each round of negotiations (if any), the contractor will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the contractors. Contractors may be removed from further participation in the negotiation process in the event the Evaluation Team determines the contractor cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, negotiations and Proposal Revisions will not be required.

### 6.6.2. Negotiation Instructions

Listed below are the key action items related to negotiations. The City's Negotiation Committee may consist of the City's Evaluation Committee or may be comprised of different people. However,

evaluation of proposals or revised proposals shall be completed only by the City's Evaluation Committee.

- 1. Negotiation Invitation:** Those contractors identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Contractors will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Contractors who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those contractors identified by the City's Evaluation Team.

#### **6.6.3. Competitive Range**

If the City elects to negotiate pursuant to Section 6.6, the City may either (1) elect to negotiate with all responsive and responsible contractors, (2) limit negotiations to those contractors identified within the competitive range, or (3) limit negotiations to the number of contractors with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those contractors identified within the competitive range, the City will identify the competitive range by (1) ranking contractors' proposals from highest to lowest based on each contractor's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the City determines the number of responsive and responsible contractors is so great that the City cannot reasonably conduct negotiations (which determination shall be solely at the City's discretion and shall be conclusive), the City may elect to limit negotiations to the top three (3) ranked contractors as determined by the Total Combined Score.

#### **6.6.4. Negotiation Round Completion**

As part of each round of negotiation, the City may or may not engage in verbal discussions with the contractors. However, whether or not the City engages in verbal discussions, any revisions the contractor elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the contractors. Revisions which are not received prior to the due date and time cannot be considered; however, any contractor failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the City.

### **6.7. Selection and Award**

The responsive and responsible contractor receiving the highest Total Combined Score and with whom the City is able to reach agreement as to contract terms will be selected for award.

### **6.8. Site Visits, Samples, and Oral Presentations**

The City reserves the right to conduct site visits, request product/work samples, or to invite Contractors to present their product(s) and or service solutions to the evaluation team. Cost proposals and related cost information must not be discussed during the oral presentation of the contractor's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors". Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Contractor's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Contractor's

name, bid number, and item number. Failure of Contractor to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

#### **6.9. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award by the City Clerk's Office, pending final approval by the City Council at a publicly noticed meeting. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the City's expected contract award(s) pending resolution of the protest process period pursuant to City Code of Ordinances, Section 35.14. The NOIA (if any) will identify the apparent successful contractor(s), unsuccessful contractor(s), and the reasons why any unsuccessful contractors were not selected for contract award. **NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK [THE CITY CLERK'S WEBSITE](#) FOR NOTICE OF THE NOIA DURING A CITY COUNCIL MEETING.**

### **7. Contract Terms and Conditions**

The contract that the City expects to award as a result of this eRFP will be based upon the eRFP, Dining Services Requirements, the successful contractor's final response as accepted by the City, all applicable contract terms and conditions, which can be downloaded from [DemandStar](#). The successful contractor's final response as accepted the City shall mean: the final cost and technical proposals submitted by the awarded contractor and any subsequent revisions to the awarded contractor's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the City, except that no objection or amendment by the contractor to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the contractor's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this eRFP. Contractors should plan on all expressed requirements within this eRFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the contractors. The City may supplement or revise contract terms and conditions and/or service specific requirements before contract execution.

#### **Exception to Contract**

By submitting a proposal, each contractor acknowledges its acceptance of the eRFP specifications, Dining Services Requirements, and the contract terms and conditions without change. If a contractor takes exception to a contract provision or Dining Service Requirement, the contractor must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the contractor's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the contractor is selected for potential award, the contractor will be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the contractor. The City reserves the right to proceed to discussions with the next best ranked contractor.

The City reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful contractor. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the contractor an impermissible competitive advantage, as determined

by the City, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the contractor is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

### **Order of Preference**

In the case of any inconsistency or conflict among the specific provisions of the executed contract (including any amendments accepted by both the City and the Contractor attached hereto), the RFP (including any subsequent addenda and written responses to bidders' questions), and the Contractor's Response, any inconsistency or conflict shall be resolved as follows:

- (i) First, by giving preference to the specific provisions of the executed contract.
- (ii) Second, by giving preference to the specific provisions of the eRFP.
- (iii) Third, by giving preference to the specific provisions of the Contractor's Response, except that objections or amendments by a contractor that have not been explicitly accepted by the City in writing shall not be included in this Contract and shall be given no weight or consideration.

### **8. List of eRFP Attachments**

The following documents make up this eRFP. Please see Section 2.2.2 "eRFP Review" for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. PSL eRFP (this document)
- B. Mandatory Response Worksheet from Section 4.3 of this eRFP- Must be uploaded to DemandStar.
- C. Mandatory Scored Response Worksheet from Section 4.4 of this eRFP- Must be uploaded to DemandStar.
- D. Dining Services Requirements
- E. Cone of Silence and eRFP Communication Document from Section 2.1.2 of this eRFP
- F. Cost Worksheet from Section 5 "Cost Proposal" of this eRFP- Must be uploaded to DemandStar.
- G. PSL Sample Contract from Section 7 "Contract Terms and Conditions" of this eRFP
- H. E-Verify Form
- I. Non-Collusion Affidavit
- J. Drug Free Workplace Form

**Mandatory Questions**

**These questions are Pass/Fail. To be considered responsive, responsible and eligible for award, you must answer all questions in this section.**

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Offeror. Some Answers may be Answered by a Yes or No; However, Some Questions May Require a Detailed Response	Upload Attachments with Additional Information?	Attachment File Name (Must Reference Page Number of Answer to Corresponding Question)
<b>Proposal Factors</b>				
1	The Offeror must currently own the specified business and must have owned and operated the specific business continuously a minimum of three (3) years. Please supply documentation demonstrating your business has been in operation for a minimum of three (3) years.		Yes	
2	Offeror must be financially viable, as evidenced by sustained bottom line profitability with no current areas of significant financial risk. Offeror must provide financial information that will allow proposal evaluators to clearly ascertain the financial stability of the Offeror.		Yes	
3	Please provide information about contract cancellations or non-renewals your company has experienced over the last three years.		If Applicable	
4	Provide at least five (5) current professional references who may be contacted for verification of the bidder's professional qualifications to meet the requirements set forth herein. We request that the references include one long-standing customer (minimum of 3 year engagement) and one new customer (one who has been engaged with bidder for less than one year).		Yes	Use Attached Reference Form
5	Supplier will maintain adequate staff on duty at the premises at all times to ensure a quality dining service operations. Staff will be experienced and qualified for administration and supervision, menu planning and dietetics, production, purchasing, service, sanitation, marketing, and equipment use.		No	
6	Supplier must continually provide satisfactory training and development for its employees at all levels of the dining operations.		No	
7	Supplier shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Supplier shall act as an independent Supplier, and not an agent of the City in all aspects of any management and operational duties and responsibility in its delivery of food services.		No	
8	Supplier employees will be neatly attired in clean uniforms and wear visible nametag identification at all times while on duty. Management will be appropriately dressed (but not necessarily in uniform) and wear nametag identification.		No	
9	Supplier will comply with City Background Check Requirements.		No	
10	Supplier shall perform proper use and care for the equipment and facilities with which it is entrusted under this contract and/or uses in the performance of its daily duties, as specified by equipment manufacturers. Supplier must perform first level (operator) preventive maintenance on all equipment, fixtures, furnishings, and building components.		No	
11	At all times during the term of this agreement, Supplier shall maintain such minimum or par stock levels of smallwares and service ware as cost of doing business.		No	
12	Supplier at their cost will provide any office machines necessary for the management of the dining service operations, including computers (and software), printers, copy machines, calculators and other similar items.		No	
13	During each contract year, Supplier will be responsible for the first \$10,000 in repair and maintenance of all City owned equipment. Supplier shall be required to provide all PM on all City owned Dining Services equipment for the solicited location. Within the contract year and each subsequent contract year, where it has been determined by City that damages were due to Supplier negligence or an event under Supplier's direct control and responsibility, Supplier shall be responsible for the cost of repair beyond the first \$10,000.		No	



14	Supplier will provide City with an inspection report within 24 hours of receipt. Within three (3) working days, Supplier will provide City with a written report of corrective actions on all infractions contained within the report. In the event that corrective action is a joint responsibility, Supplier will notify City of its responsibility in the matter and will work with the City in the implementation of such action. City reserves the right to periodically conduct an unannounced inspection with or without the Supplier. Consultant inspectors for all state and local authorities and from the City will have complete cooperation from the Supplier.		No	
15	Supplier shall be responsible for all costs and maintenance of insect and pest control in all assigned areas for production, service and storage.		No	
16	Supplier shall immediately report fires, unsafe conditions, thefts, and security hazards to the City. Supplier shall immediately fix and report to the City any conditions cited in any inspections by local, state or federal agencies or those identified by the City for unsafe conditions on the premises. Supplier shall notify the City immediately after any fire extinguisher use or discharge.		No	
17	Supplier shall ensure that all equipment, systems, furniture, etc., directly intended for use by patrons will comply with all applicable laws and regulations regarding access by persons with disabilities. In the event of a disability complaint, the Supplier will immediately provide a legally-acceptable accessible alternative.		No	
18	Supplier will be responsible for routine daily cleaning of the hood exterior and interior surfaces and filters below the ceiling level.		No	
19	Supplier will be responsible for any loss or damage resulting from Supplier negligent failure to provide adequate security, including information security breaches of Supplier systems or by Supplier employees accessing City systems and including, but not limited to, such losses and damages due to inadequate Supplier staffing levels. The Supplier will be responsible for implementing information security measures, auditing and reporting to City officials as is required for other information technology system owners/users. Supplier's employees will be responsible for complying with the City's Standards for Safeguarding Information.		No	
20	Supplier shall be responsible for all costs (as part of doing business) for required food, paper, office, janitorial and chemical supplies for the operation the contracted facilities.		No	
21	Supplier will be responsible for providing and maintaining an inventory of disposable service-ware adequate to meet the emergency needs should the dishwashing facilities become inoperative and paper or disposable service is required.		No	
22	Upon termination or expiration of the Agreement, inventories of food and expendable supplies will remain those of the Supplier.		No	
23	Within all applicable tax codes and with sensitivity to City and City issues, Supplier will cooperate with the City to regularly develop and implement advertising and promotional efforts to increase the visibility and image of the City's operations to all patrons. All advertising and promotional materials will meet the requirements of applicable laws and City policies.		No	
24	Supplier will pay all its employees assigned a lawful wage.		No	
25	Supplier is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City.		No	
26	Supplier will be responsible for the safe use of all chemicals including secured storage and separation of chemical from food storage. Supplier storage will meet all local, state, and federal requirements.		No	
27	All food purchases shall meet requirements of the United States Department of Agriculture (USDA) Food and Drug Administration (FDA) and National Sanitation Foundation (NSF).		No	
28	Hot food shall be served hot and cold foods cold in accordance with local, state, and regional mandated standards.		No	
29	HACCP (Hazardous Analysis of Critical Control Points) standards shall be used for receiving, storing, thawing, chilling, serving and thermalizing all food.		No	
30	Supplier will provide the City with a monthly point of sale financial statement to show budgeted and actual sales and operating expenses for the current period and the year to date on or before the 20th day of the month following the close of the financial period.		No	
31	Supplier must operate an electronic point of sale system during all hours of business operations.		No	
32	Supplier will provide the City with a quarterly consolidated financial statement to show budgeted and actual sales and operating expenses for the current period and the year to date. Offeror is to provide reports showing financial results and related analysis detail that the City can expect to receive and utilize as a management tool. Respondents should be candid as to the level of detail that will be provided relative to full disclosure on all costs associated with the scope of services.		No	

33	Monthly operating reports and supporting data will be prepared in accordance with a format acceptable to the City to include sufficient detail for performance tracking purposes. These reports will include, at a minimum, the following: Retail: 1) Average Check for Retail Venues (sales divided by customer count); 2) Per Capita Retail Sales (sales divided by the total number of patrons); 3) Sales per hour of operation by retail venue. Offeror is to provide reports showing financial results and related analysis detail that the City can expect to receive and utilize as a management tool. Respondents should be candid as to the level of detail that will be provided relative to full disclosure on all costs associated with the scope of services.		No	
34	Offeror must certify that it will comply with all local, state and federal laws and OSHA regulations effective during the term of the Contract and bear any and all expenses that would be reasonably associated with or considered "cost of doing business" ensuring Offeror's compliance with the terms and conditions related to Offeror's performance under the Contract.		No	
35	Offeror must agree to be audited by the City or an entity chosen by the City on a periodic schedule.		No	
36	Offeror must agree to execute within thirty (30) days of receipt of the Notice of Award, any and all contracts, and other necessary agreements with any approved sub-supplier(s) if Offeror is determined to be the apparent winning proposal.		No	
37	Offeror must assume financial responsibility for any sub-supplier error or omission.		No	
38	Offeror must agree to notify the City of all PII, PHI, and sensitive/confidential releases of information within 24 hours from when a security breach is discovered and take immediate action to rectify the situation.		No	
39	Offeror must maintain and provide all necessary licenses and permits for its operations before the contract effective date. An updated copy of all such licenses and permits must be provided to the City for its records at each renewal of the contract.		No	
40	Within the past three years has your entity received any alcohol violations? If so, please explain the violation and what was done to prevent future violations		If Applicable	
41	Address proposed hours and days of operation on weekdays, weekend and holidays.		Yes	
42	Supplier shall be responsible for the payment of all Operating expenses even if GROSS REVENUES are insufficient.		No	
43	Commissions to the City shall be paid only to the extent that GROSS REVENUES exceed operating expenses.		No	
44	Supplier must operate all provided mobile food and beverage carts.		No	
45	Supplier must pay for all permits, licenses, Federal, State and Local taxes as chargeable to operations of a Restaurant.		No	
46	Abide by all applicable laws, ordinances, codes, and OSHA regulations.		No	
47	The City and Supplier shall co-hold a liquor license, which is strictly for consumption on the licensed premises of the City owned "The Saints" golf course and the Dining Facility referenced in this solicitation. Supplier is responsible for obtaining the required approvals from the necessary licensing authorities and paying all costs associated with license. Supplier shall maintain this license in "good standing" pursuant to the requirements of the State of Florida throughout the contractual period. The license shall at all times remain the exclusive property of the City of Port St. Lucie, and upon termination by any manner of the Contract between the City of Port St. Lucie and Supplier concerning the furnishing of food service, the license shall revert to the City of Port St. Lucie by operation of law. Supplier agrees to expediently provide any assistance necessary to reassign the license to the City.		No	
48	<a href="#">Supplier must fully comply with Florida Statutes Chapter 561.701-706.</a>		No	
49	Supplier shall be the exclusive server of alcoholic beverages at the Dining Facility reference in this solicitation and shall at all times, exercise total independent, prudent, reasonable experienced judgment in the service of alcoholic beverages. Supplier shall take extreme care to ensure that no alcoholic beverages are sold to minors. Supplier shall use only qualified, State certified and supervised personnel with training and experience in the sale of alcoholic beverages.		No	
50	At Supplier's cost, must provide cable/satellite television services and equipment.		No	
51	The Supplier shall keep a booking record of all catering functions. All food and beverage negotiations, contracts, and change order requests for all catering functions shall be provided to the Project Manager prior to each event.		No	
52	Supplier must agree that all products furnished by the Supplier and all applications of service methodology to products and the Dining Facility shall comply with all current Occupational Safety and Health Act regulations.		No	

## Mandatory Scored Questions

Suppliers must answer all the questions in this spreadsheet in the cell provided.

Failure to answer these questions will result in disqualification of the proposal.

Suppliers must indicate whether their proposal meets the individual requirement and provide a supporting narrative in the space provided. The narrative description, along with any required supporting materials, will be evaluated in accordance with Section 6, Proposal Evaluation and Award. ONLY upload documents if there is a Yes in the "Upload Attachments with Additional Information?" column, to provide additional information about specific questions.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

Question #	Questions per Proposal Factors/Categories	Response by Supplier	Upload Attachments with Additional Information?	Attachment File Name (Must Reference Page Number of Answer to Corresponding Question)
<b>Organizational Capability</b>				
1	Provide an overview of your experience in the food service industry and a brief company history.		If Desired	
2	Provide evidence of financial stability and ability to adequately finance the operations and capital improvements. The data should be supported by audited financial statements covering the period of 2017 to 2020.		Yes	
3	Please provide information about contract cancellations or non-renewals your company has experienced in over the last three years. If none, please respond with "None Received".		If Desired	
4	Provide details about the chain of command and reporting structure through the organization.		If Desired	
<b>Transition Plan</b>				
5	Provide a transition plan detailing the steps that the Supplier would take in chronological order if selected to assume control of the account from another Supplier. Incumbents may choose to substitute a plan detailing what it will do to implement any changes submitted in the proposal should it be successful in retaining the account.		If Desired	
<b>Staffing and Personnel</b>				
6	Please submit: a. Job profiles and descriptions for management and supervisory staff. b. Basic Employee policies and procedures (including employee conduct policies). c. Resumes for proposed site management team for the overall account.		Yes	

7	Which levels of personnel receive training and how (medium) is it delivered? Please provide copies of your training manuals. Please note the type and frequency of training programs and mandated procedures that support safety, sanitation, and security. Include a description of your company's HACCP program. Include your company policy regarding ServSafe certification for employees.		Yes	
8	What is the company's philosophy toward employing individuals under the age of 21? Please go into detail on this process.		If Desired	
9	What background checks are you conducting on current and prospective staff members? How often are background checks performed? What is your hiring, disciplinary and termination process?		If Desired	
<b>Dining</b>				
10	How and how often do you measure customer attitudes and satisfaction? Please go into detail to how your business follows up with customer complaints.		If Desired	
11	Please submit a plan of proposed activities that involves weekly entertainment. It is strongly suggested that proposers offer amenities such as live bands, dancing, and game nights.		Yes	
12	Explain in detail to what is your biggest competitive advantage?		If Desired	
13	What is your approach to using the Internet and Social Media in your dining service outreach? Please provide examples.		If Desired	
14	Please submit a plan to provide quality assurance with respect to all aspects of Dining Services to include: a. Sample inspection/quality audit forms used internally and as part of any local/regional inspection agency visitations. Indicate frequency, follow up and reporting when these audits are completed. b. Forecasting, merchandising, production, and quality control techniques such as taste testing, temperature testing, sample recipes, utilization of leftovers, identification, and deletion of unpopular items and so forth. e. Describe the training and supervision process that will be implemented and sustained to assure the City that proper food handling, holding, transport, and service standards are in place and consistently utilized.		Yes	
15	What is your philosophy toward menu development? Please provide a copy of your current and/or proposed menu for food and beverages. <b>DO NOT INCLUDE COST ON MENUS</b>		Yes	
<b>Equipment</b>				

16	Supplier shall be responsible for performing the proper use and care for the facilities it is assigned and/or uses in the performance of its daily duties as specified. Kitchens, offices, storage areas, and serveries that are solely assigned to the Supplier shall be cleaned and maintained solely by the Supplier on a regular basis. Supplier must explain how they plan to maintain the Dining Facility. Supplier is responsible for maintaining security of any keys or key cards provided and agrees to pay for costs incurred by PSL should Supplier lose a key or key card.		Yes	
17	Supplier must provide regular maintenance for existing and new equipment and must provide a plan for regular maintenance. Please explain your periodic maintenance schedule that you currently implement for your current operations.		Yes	
<b>Sanitation and Safety</b>				
18	Supplier is responsible for grease storage and disposal. Please submit a plan to assure that your firm is in compliance with the requirement to control the storage and disposal of waste grease or cooking oil.		Yes	
19	Supplier is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City. Provide your plan that details how you will develop a safe working environment.		Yes	
20	Please describe in detail your policies and procedures for handling individual patrons with one of the top seven food allergy groups: Peanuts, seafood, tree nuts, eggs, cow's milk, soy and wheat (gluten)		If Desired	
<b>Catering Operations</b>				
21	What is your strategy or strategies with regard to catering?		If Desired	
22	Describe the range of catering events you provide to your current clients.		If Desired	
23	Please provide us with your most recent catering guide		Yes	
24	What do you consider the most important elements of a successful catering event?		If Desired	
<b>Marketing Plan</b>				
25	Submit a marketing plan that addresses the dining and catering services for the City.		Yes	



## Dining Services Requirements

### 1. Introduction.

The Saints Golf Course is owned and operated by the City of Port St. Lucie. Located at 2601 S.E. Morningside Blvd. in a tranquil residential neighborhood, The Saints Golf Course consists of an exceptional 18-hole championship course, driving range and practice area. The Saints' clubhouse houses a fully stocked pro shop and a 1,455 sq. ft. full-service restaurant and bar, 2,501 sq. ft. rentable banquet room and 1,450 sq. ft. covered terrace for outside dining. The solicited area seats 66 in the dining area, 44 in the outside covered and screened in patio, and 152 individuals within the banquet area.

### 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.

The Saints Golf Course is in Port St. Lucie, Florida at 2601 S.E. Morningside Blvd. Port St. Lucie Fl. 34952

### 4. Hours of Operation.

#### a. The Saints Golf Course

- i. The Golf Course is open to the public during normal operation hours from dawn to dusk, unless otherwise changed by the Contract Administrator, or their designee. Concessionaire may also continue to operate past normal Golf Course hours of operation
- ii. All concessions shall be open to the public seven days per week, fifty-two (52) weeks per year. All concessions will be closed all day on certain City Holidays and other days, as deemed necessary by the Contract Supervisor, or his designee, including Christmas Day, December 25<sup>th</sup>. The parties agree that the Contract Supervisor shall provide the concessionaire with notice of closure of the golf course and concession premises no later than 5:00 p.m. on the day prior to the date the golf course will be closed.
- iii. The City reserves the right to schedule tournaments, leagues, and other special events. Concessionaire will be required to coordinate the sale and/or supply of food and beverages during special events with the Golf Course Administrator. Concessionaire will be required to be open and fully operational during all scheduled tournaments, leagues and other special events and occasions.

### 5. Catering.

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

### 6. Alcohol.

For events or dining operations where alcoholic beverages are served by Contractor employees, such Contractor employees will be trained in the service of alcohol and certified according to federal, state, and local requirements. Upon the City's request, the Contractor shall provide the City with proof of relevant employees' certification. In the event of any suspension of the liquor license, Contractor shall, with approval of the City, secure an Interim Caterer/Concessionaire or make other arrangements to ensure the uninterrupted sale of alcoholic beverages, at Contractor's sole



expense. Suspension of the liquor license shall not excuse payment to the City. Should the City's 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 Contractor. Contractor and City agree to cooperate to determine an Interim Caterer/Concessionaire to sell or dispense alcoholic beverages. If the Contractor's license to sell alcoholic beverages is cancelled or revoked, Contractor will be in breach of the established contract and the City may terminate the contract and seek proper damages.

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

- I. Contractor shall securely store all alcoholic beverages;
- II. Any selected Contractor employee serving alcoholic beverages at licensed premises shall be 21 years of age or older and they must have up to date TIPS or T.E.A.M. training; and
- III. 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.**

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

**8. Dining Revenue.**

- a. Total Estimated Gross Revenues:

<b><u>FY2018</u></b>	<b><u>FY2019</u></b>
\$892,000	\$946,000

**9. Number of Golfing Patrons:** Estimated 72,800 consumers served annually.

**10. Anticipated Future Plans.**

- a. The City is planning to create new outside trellis for weddings to promote additional revenue opportunities for the concessionaire.

**11. Equipment Inventory.**

The Contractor will be allowed the use of the City's existing inventory of dining and foodservice-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 Contractor'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 Contractor, with the Contractor reimbursing the City for the replacement cost of missing or damaged equipment and/or supplies, with normal wear and tear expected.



## **12. Facilities and Facility Maintenance.**

- a. The Contractor shall be responsible for any damages to dining facilities and/or misuse of facilities and/or dining facility equipment. Compensation for any misuse of facilities by the Contractor shall be paid to the City by the Contractor 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 (excluding housekeeping, trash removal and sanitation requirements as outlined below), parts, and supplies required to properly maintain the building utilized by the Contractor.

## **13. Housekeeping and Sanitation.**

Contractor shall be responsible for maintaining immaculate dining venues, production facilities, offices and service areas. All dining venues must maintain a County Health Department rating of "A" and a copy of inspection reports must be provided to the City. Contractor 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.

### **a. Daily Housekeeping.**

- i. At a minimum, the Contractor shall provide daily housekeeping, cleaning, and sanitation service, which includes necessary commercial equipment and supplies, for all assigned food service areas.
- ii. In addition, the Contractor will maintain the dining room throughout the service hours to include wiping down tables, cleaning spills, emptying trash, and keeping the dining room immaculate.
- iii. At a minimum, these facilities shall include, but not be limited to, production and serving areas, dining rooms, catering kitchens, bakeries, refrigerators, freezers, receiving docks, storage areas, trash and garbage areas used by the Contractor.

### **b. Cleaning and Sanitation Schedules.**

- i. The Contractor shall develop, implement and update cleaning and sanitation schedules for all equipment and 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 Contractor shall be responsible for:

- i. Routine daily sweeping, mopping and buffing non-carpeted floors, vacuuming and spot cleaning any carpets and furniture in all dining facilities.
- ii. Routine weekly cleaning of the hoods, filters and pipes.
- iii. Providing, cleaning and maintaining an adequate inventory of employee uniforms, aprons, towels and other related dining service items.

### **d. Regular Periodic Cleaning and Maintenance.**

**All periodic maintenance shall be done by industry standard and in a satisfactory manner as determined by the City.**

The Contractor shall be responsible for:





- i. Semi-annual stripping, sealing, and waxing of hard floor surfaces and extraction cleaning of carpeted areas and furniture in all dining facilities;
- ii. Quarterly cleaning of draperies, blinds, ceilings and interior windows, air distribution devices and light fixtures;
- iii. Cleaning and reporting, as required, any grease traps for assigned areas;
- iv. Weekly reporting to City of damages to furniture and facilities used in Contractor's assigned area. Contractor will be responsible for repair and replacement costs for any damages caused by an employee of the Contractor or an independent contractor used by the Contractor.

**e. Facilities Sanitation.**

The Contractor shall be responsible for performing cleaning, sanitizing, and decontamination of the below items per all applicable regulations:

- i. Any item used in food preparation such as kitchen utensils, slicers, grinders, mixers, and smallwares;
- ii. After each use, all food preparation areas, kitchen tables, bar countertops, mobile bar, dining tables, catering tables and chairs, and patio tables;
- iii. Maintain griddles, grills, and other cooking equipment by daily scrubbing and elimination of any grease residue.

**14. Break of Operations.**

When the Dining Service areas are closed for any form of break, these areas shall be left in a clean and ready-for-inspection condition. Work schedules shall provide sufficient personnel and time for heavy duty cleaning prior to a shut-down of three (3) or more days.

**15. Food Handler Certificates.**

The Contractor 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. Contractor 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. Contractor Employee Sanitation.**

The Contractor's employees shall be neat and tidy in appearance and shall follow general food service industry hygiene practices in the handling of food. The Contractor shall not allow employees with known illnesses, open sores or other symptoms to work. Any contagious disease must be reported immediately to the City.

**17. Grease Storage Areas.**

The Contractor 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. All grease traps must be cleaned as needed by licensed contractor.

**18. Trash Disposal.**

- a. Contractor must dispose of all refuse and waste in manners that are acceptable by all statutes, ordinances, codes, and regulations. If the Contractor fails to comply with this provision, any costs, charges, or expenses incurred in opening, dismantling, and cleaning



and/or repairing facilities and/or equipment as of a result of Contractor negligence shall be paid by the Contractor.

- b. The Contractor shall maintain loading dock/trash compactor areas. The Contractor shall always keep areas free of trash and debris. The Contractor shall be responsible for pressure washing these areas. The Contractor shall not place raw food or any liquid forms of material within trash compactors. 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 Contractor 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 Contractor shall pay for any and all taxes and assessments attributable to all Dining Services operations, including, but not limited to, sales taxes, excise taxes, payroll taxes, and federal state and local income taxes.

**20. Telephone/Data.**

The City will provide telephone connections for Contractor's telephone lines. Contractor will be responsible for all charges associated with the use of the telephone lines, including but not limited to, local and long-distance service, voicemail, etc. Contractor will be billed on a monthly basis for said phone charges.

**21. Network.**

Contractor is responsible for establishing and payment of Internet services with a local provider for all network/Internet requirements in Dining Services.

**22. Utilities.**

Contractor split pay for the below consumed utilities. Contractor shall utilize prudent energy management to the satisfaction of the City.

- Power 65% Contractor/ 35% City
- Water and Wastewater 50/50
- Trash and Recycling 50/50

Contractor shall be responsible for all other desired and/or consumed utilities.

**23. Parking.**

Parking will be made available to Contractor's personnel and patrons of the golf course and Dining Facilities.

**24. Security.**

Contractor shall be responsible for securing all entrance and exit doors to all Dining Facilities. Contractor shall be responsible for all risks for damage to premises or loss of merchandise of any kind at all times except to the extent such loss is a result of the sole negligence of the City.

**25. Key/Card Door & Gate Access System.**

In order to provide appropriate control, the City has provided all Dining Facility points of egress with a secure access system. The Contractor 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 Contractors 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.



**26. Pest Control.**

The Contractor will be responsible for sourcing and payment of expert and professional exterminating services in all Dining Services interior and exterior facilities.

**27. Customer Service Expectations.**

The Contractor shall provide excellent customer service at all dining facilities which shall include but not be limited to, efficient customer check in/out, unencumbered flow of traffic, clear signage and trained staff to answer questions and respond to special circumstances and dietary needs. Contractor will ensure Dining Services has a trained and experienced staff to provide immediate response to customers via telephone, email, web site and in person, regarding issues pertaining to Dining Services at all times. Contractor shall provide the City with a courtesy copy of customer issues and its response thereto.

**28. Billing.**

All invoices billed to Contractor by the City are payable within 30 days from the invoice date. Payments not received within 30 days will be subject to a 10% interest charge.

**29. Retained Rights and Responsibilities.**

The City retains the following right and responsibilities:

- a. The right to inspect facilities and food items being served, at any time.
- b. The right to interview and approve all management personnel.
- c. The responsibility to furnish and maintain fire extinguisher equipment and supplies. The Contractor shall notify the City immediately after any fire extinguisher use or discharge and the Contractor shall provide reasonable and timely access to fire extinguishers for inspection.
- d. The responsibility to provide and maintain utilities. The City does not warrant that there shall be an uninterrupted supply of water, electricity, air conditioning, heat, or telephone. However, the City shall be diligent in restoring services following any interruption insofar as it has the ability to effect restoration. The City shall not be liable to the Contractor or others for any loss, cost, or expense, which may result from the interruption or failure of any such service.
- e. The City reserves the right to book the banquet room and covered terrace at no cost to the City for City functions. The City will negotiate a mutually agreeable booking time with the Contractor.
- f. The right to require the Contractor to honor any rental/sponsorship/entertainment agreements that the City may currently have or may establish with an outside promoter.
- g. The right to adopt policies which prohibit selling or providing certain food, merchandise and/or beverage in the dining facilities.

**30. Staffing / Personnel.**

The Contractor 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. All personnel must pass a background check before starting employment at the Dining Facility. Contractor 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 Contractor. Changes or reductions to the agreed-upon staffing level shall require discussion with and approval by the City. Contractor shall ensure that its employees abide by all City policies and procedures.



**31. Contractor Conduct.**

The Contractor shall be responsible for the actions of its employees, agents, and independent contractors hereunder and for the payment of all taxes, wages, benefits and other costs associated with such persons. While on City property, all employees, agents and independent contractors of the Contractor shall comply with all applicable City policies and procedures. The Contractor shall be required to remove any such employee, agent, or independent Contractor from the City property at the City's request.

**32. ADA.**

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

**33. Employment Laws.**

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

**34. Background Checks.**

- a. Contractor 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 aforementioned background checks must be obtained, and a copy provided to the contract supervisor or designee, prior to the employees first day of work.
- d. The aforementioned background checks shall be at the Contractor's expense.

**35. Renovations.**

Any renovations or changes to dining facilities, 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 shall be at the Contractor's expense.

**36. Personal Property.**

Any and all personal property placed on City property by the Contractor, their employees, and/or subcontractors 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.

**37. Marketing.**

- a. All signs, marketing materials, web sites and or social medial content shall be approved in advance by the City, in writing.
- b. The Contractor's General Manager and/or marketing staff must meet with the City bi-annually for the purpose of discussing marketing plans.



- c. Contractor shall install and maintain all identifying signs at the Dining Facility locations identifying the hours of operation.
- d. The Contractor shall develop and implement a social media marketing and promotion strategy. To the extent that the Contractor develops its own social media sites (i.e. Facebook, Instagram, Twitter), the Contractor shall be required to keep its posted information up to date, refresh its sites frequently consistent with effective social media strategies, and conform to the City's social media standards and practices.
- e. The Contractor shall maintain a full-service Dining Services website for the solicited service. The primary purpose of the website includes serving as an information source for customers, a source for marketing and advertising, and a mechanism for on-line catering event orders. The criteria for the Contractors' webpage should be based on a consistent and accurate format for information and should provide a user-friendly customer service oriented on-line catering order system.
- f. The website must include, but not be limited to the following items:
  - i. Location information to include a map as well as multiple contact information sources (telephone numbers, email, etc.);
  - ii. Important dates, deadlines and events. (i.e.: operating hours and closure dates for holidays);
  - iii. Policies;
  - iv. Menus;
  - v. Nutritional Information; and
  - vi. Catering.
- g. The Contractor shall make available a mobile application to be used as an information source for customers regarding dining venue hours, menus and nutritional information.

### **38. PCI Compliance.**

To ensure all possible steps are taken to secure customer personal data, all e-commerce processing must be PCI compliant. The Contractor shall provide the City with annual PCI certification documentation.

### **39. Customer Data.**

- a. The Contractor shall notify the City promptly of any security breach that results in the unauthorized access, disclosure, or misuse of customer data. The Contractor shall, within one day of discovery, report to the City any use or disclosure of customer data not authorized in writing by the customer.
- b. Contractor's report shall identify:
  - i. The nature of the unauthorized use or disclosure;
  - ii. The customer data used or disclosed;
  - iii. Who made the unauthorized use or received the unauthorized disclosure;
  - iv. What the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or the disclosure;
  - v. What corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure; and



- vi. Such other information as reasonably requested by the City.
- c. The above provisions shall be extended by contract to all Sub-Contractors used by the Contractor who are provided access to customer data by the Contractor.

Cost Proposal "Mandatory"  
RFP No. 2021-0001  
Port St. Lucie

Offeror must provide their cost information in this spreadsheet. Failure to provide cost information will result in a non-responsive proposal. The Offeror's figure submitted below must include all cost associated with the proposal. Refer to the eRFP Document, Section 6 "Cost Proposal Requirements".

Offeror must submit the "Cost Proposal Mandatory Worksheet" as part of the proposal in accordance with the eRFP Document, Section 6 "Cost Proposal Requirements".

Description

1

Commission Rate Proposal (Supplier **MUST** propose commission rates for each referenced category.)

2

Proposed annual dollars used for marketing Dining/Catering Services and Supplier provided entertainment. Funds will be managed by the contracted Supplier.

3

Proposed discount to City catering events.

4

Provide documentation of your proposed catering fees.

*Offeror's Full Legal Name as listed on W-9:*

*Printed Name and Title of Person Signing:*

*Authorized Signature:*

*Date:*

This form must be completed in its entirety by the Offeror and submitted with the proposal. **DO NOT INCLUDE ANY COST INFORMATION IN THE PROPOSAL.**

**atory" Worksheet**

000125

e, Florida

e to complete this spreadsheet will result in disqualification of the associated with and in support of the Offeror's technical proposal. Section 5. "Cost Proposal"

t of the response. The cost proposal will be evaluated and scored Proposal Evaluation, Negotiations and Award".

**Response**

- \_\_\_\_\_ % Dining Room (Combined Food and Alcohol)
- \_\_\_\_\_ % Catering Sales (Combined Food and Alcohol)
- \_\_\_\_\_ % Mobile Cart(s) (Combined Food and Alcohol)

nd included in the RFP as outlined in Section 5 of the RFP.  
TION IN THE TECHNICAL RESPONSE.

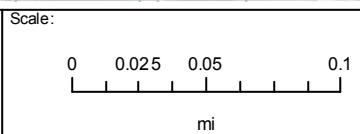




Holes 13-15 At The Saints



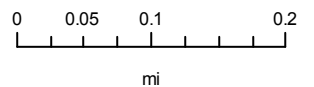
**Beverage Cart Route of Coverage**  
 Saints Golf Course 2601 S.E. Morningside Blvd.





**Beverage Cart Route of Coverage**  
 Saints Golf Course 2601 S.E. Morningside Blvd.

Scale:

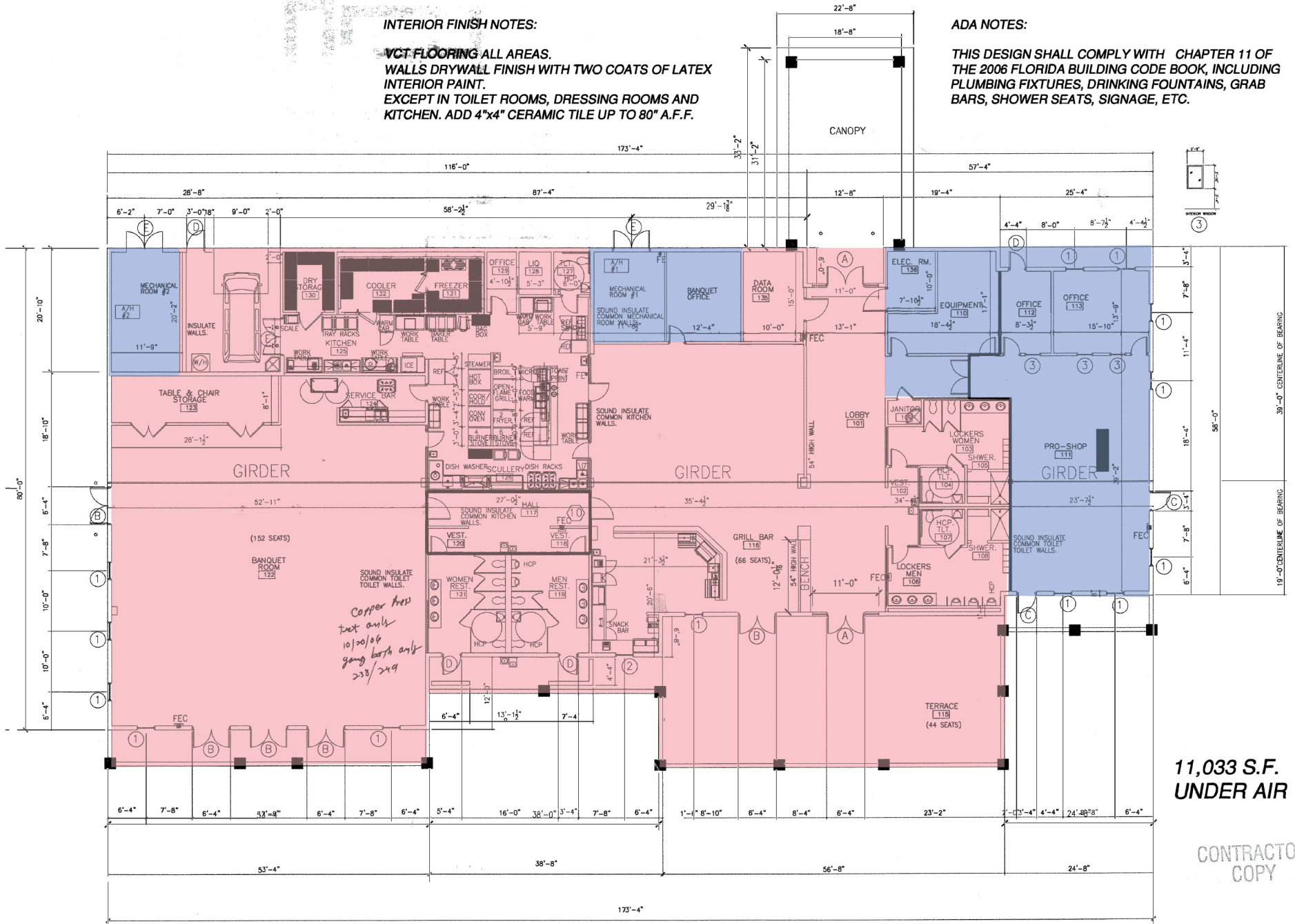


**INTERIOR FINISH NOTES:**

**VCT FLOORING ALL AREAS.  
 WALLS DRYWALL FINISH WITH TWO COATS OF LATEX  
 INTERIOR PAINT.  
 EXCEPT IN TOILET ROOMS, DRESSING ROOMS AND  
 KITCHEN. ADD 4"x4" CERAMIC TILE UP TO 80" A.F.F.**

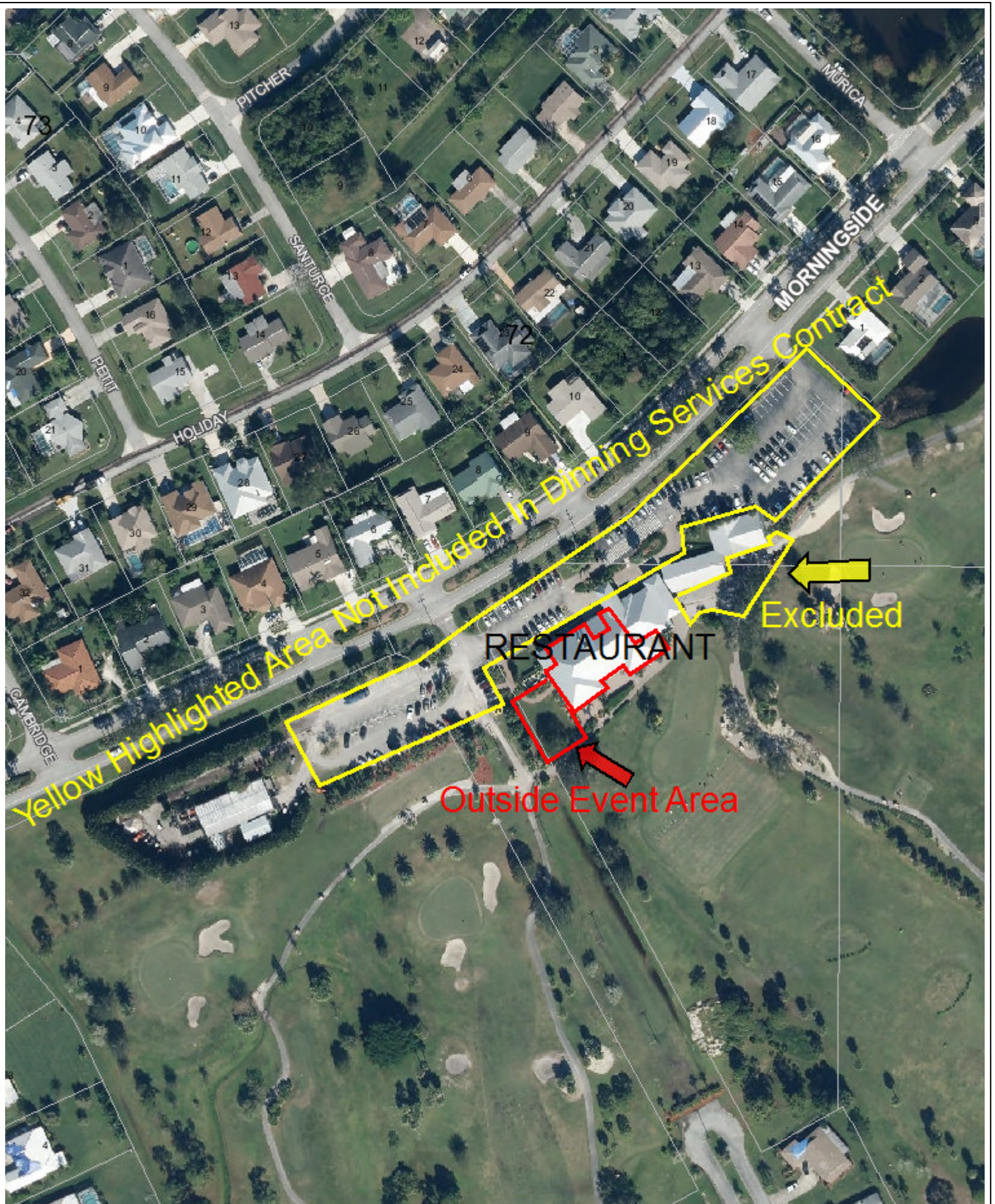
**ADA NOTES:**

**THIS DESIGN SHALL COMPLY WITH CHAPTER 11 OF  
 THE 2006 FLORIDA BUILDING CODE BOOK, INCLUDING  
 PLUMBING FIXTURES, DRINKING FOUNTAINS, GRAB  
 BARS, SHOWER SEATS, SIGNAGE, ETC.**



**11,033 S.F.  
 UNDER AIR**

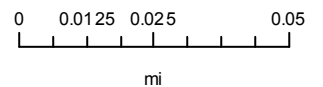
**CONTRACTOR  
 COPY**



**Dinning Service Area and Exclusions**  
 Saints Golf Course 2601 S.E. Morningside Blvd.

Map produced by the City of Port St Lucie City Council Map Generator Website on: 7/1/2020

Scale:



**CITY OF PORT ST. LUCIE  
CONTRACT**

This Contract, executed this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City", and South Florida Carefree Catering, Inc. hereinafter called "Contractor" or "Provider".

**SECTION I  
RECITALS**

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**WHEREAS**, Contractor is licensed in the State of Florida; and

**WHEREAS**, the City wishes to contract with a Contractor to provide the Scope of Services and products / services based on the terms and subject to the conditions contained herein; and

**WHEREAS**, Contractor is qualified, willing and able to provide the Scope of Services and products / services specified on the terms and conditions set forth herein; and

**WHEREAS**, the City desires to enter into this Contract with Contractor to perform the Scope of Services and product / services specified and, with a monthly rental amount to be paid as agreed upon below.

**NOW THEREFORE**, in consideration of the premises and the mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

The Recitals set forth above are hereby incorporated into this Contract and made a part of hereof for reference.

**SECTION II  
NOTICES**

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

Contractor: Bernard Ryan  
President, South Florida Carefree Catering, Inc.  
140 NE 1<sup>st</sup> Street  
Delray Beach, FL 33444  
561-703-6998  
Email: irish1227@aol.com

City Contract Administrator: Matthew Shiver  
 Director- Procurement Management Department  
 121 SW Port St. Lucie Boulevard  
 Port St. Lucie, FL 34984-5099  
 772-871-7390 / FAX 772-871-7337  
 E-mail: mshiver@cityofpsl.com

City Project Manager: Sherman Conrad, Director  
 Port St. Lucie Community Center  
 City of Port St. Lucie  
 2195 SE Airoso Blvd  
 Port St. Lucie, FL 34984  
 Telephone 772-871-5083 Fax 772-871-5290  
 Email: shermanc@cityofpsl.com

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

**Introduction.** The Saints Golf Course is owned and operated by the City at 2601 S.E. Morningside Blvd. and is nestled in a tranquil residential neighborhood. The Saints Golf Course consists of an exceptional 18-hole championship course, driving range and practice area. The Saints' clubhouse houses a fully stocked pro shop and a 1,455 sq. ft. full-service restaurant and bar, 2,907 sq. ft. rentable banquet room and 1,450 sq. ft. covered terrace for outside dining. The area seats 66 in the dining area, 44 in the outside covered and screened in patio, and 152 individuals within the banquet area.

**Scope of Work.** The City has engaged Contractor, on an exclusive basis to provide year-round dining and catering services to patrons at the aforementioned location of services. The facilities under this contract (also referenced as contracted facilities) shall mean a 1,455 sq. ft. full-service restaurant and bar, 2,907 sq. ft. rentable banquet room and 1,450 sq. ft. covered terrace for outside dining all located at 2601 S.E. Morningside Boulevard, Port St. Lucie, FL 34952. In addition, the Contractor shall provide food cart services as stipulated in this contract. The Contractor provided services will achieve continuous improvement in the satisfaction of the golfing community at The Saints. The City shall make available to Contractor, suitable food service facilities completely equipped and ready to operate. The Contractor shall provide Services as specified throughout this contract.

**Hours of Operations.** The Golf Course is open to the public during normal operation hours from dawn to dusk, unless otherwise changed by the City, the Contract Project Manager, or their designee. All dining facilities shall be open to the public seven days per week, fifty-two (52) weeks per year; except that all dining facilities may be closed on certain City Holidays, or other days as deemed necessary by the Contract Project Manager, or their designee, including Christmas Day, December 25<sup>th</sup>. The parties agree that the Contract Project Manager shall provide the concessionaire with notice of closure of the golf course and concession premises no later than 5:00 p.m. on the day prior to the date the golf course will be closed. As referenced below, the Contractor at a minimum shall be open:

Dining Facilities- Hours of Operations

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
6:30AM-9PM	6:30AM-9PM	6:30AM-9PM	6:30AM-9PM	6:30AM-9PM	6:30AM-9PM	6:30AM-9PM

Mobile Cart- Hours of Operations

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM	7AM-5PM

**Catered Events- Outside Patrons.** All catering at the aforementioned location of services is exclusive to the Contractor. The right to provide catering elsewhere on the City's property is non-exclusive. The Contractor may schedule catered events which can be held within the contracted areas as established by this contract. Scheduling of such events shall not prohibit or interfere with the use of the golf facilities by golfers during the normal operating hours as established by Contract Project Manager, or their designee. The Contractor shall keep a booking record of all catering functions. All food and beverage negotiations, contracts, and change order requests for all catering functions shall be provided to the Project Manager prior to each event.

**Catered Events- City.** The City reserves the right to host a minimum of twelve (12) events/programs that are sponsored and/or operated by the City each year. The City shall not be charged for the rental of the facilities. The City shall provide a minimum of a fourteen (14) days written notice to the Contractor for the utilization of the facilities. The Contractor shall be required to staff and cater all City events/programs that are hosted on the premises. Pricing for the events shall, unless otherwise mutually agreed, be based upon Contractor's current catering guide and pricing structure. Contractor shall provide the City with a 15% discount on all City sponsored events.

**Dining.** Contractor at a minimum shall provide lunch and dinner services following all specifications, terms and conditions as set forth herein.

**Entertainment.** The Contractor must provide weekly entertainment. At a minimum, the Contractor will provide performance through live bands, karaoke, and other entertainment as mutually agreed upon by the City and the Contractor.

**Inventory.** Upon execution of this contract, the City and Contractor shall perform an inventory of all equipment and non-expendable supplies. The inventoried items may be used by the Contractor; however, all inventoried items will remain property of the City. The Contractor shall be responsible for cleaning of all City owned equipment. The City and Contractor shall perform a yearly inventory of equipment and non-expendable supplies. Each yearly inventory must be reviewed and signed off by both parties. The Contractor must replace or reimburse the City for any items that are either missing or have been damaged due to Contractor's negligence.

**Staffing.** Contractor shall employ a sufficient number of personnel so that all levels of service are not adversely affected. Contractor warrants that all persons assigned to perform Services under this Contract are lawful employees of Contractor. Contractor is solely responsible for training and supervising all employees with regards to safe work habits and proper use of all equipment. All safety incidents will be reported immediately to the City. All persons assigned to perform Services under this Contract shall be qualified and legally authorized to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.

Contractor employees shall maintain a neat appearance, exercise good public relations skills, respond to customer complaints and questions, have excellent telephone manners, speak positively about the facility

and its operations, and conduct themselves in a high standard that is acceptable to the City. Contractor employees engaged in the course of work shall be dressed appropriately and be clean in appearance, readily identifiable to all City employees and the public. No shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited.

Contractor shall comply with all applicable federal, state and local laws and regulations regarding employment, compensation, and payment of personnel. Such compliance shall include, without limitation, maintenance of unemployment insurance, worker's compensation and other taxes, health examinations, permits and licenses in amounts and type enumerated by law. Contractor shall act as an Independent Contractor, and not an agent of the City in all aspects of any management and operational duties and responsibility in its delivery of food services.

**Alcoholic Beverages.** For events or dining operations where alcoholic beverages are served by Contractor employees, such Contractor employees will be trained in the service of alcohol and certified according to federal, state, and local requirements. Upon the City's request, the Contractor shall provide the City with proof of relevant employees' certification. In the event of any suspension of the liquor license, Contractor shall, with approval of the City, secure an Interim Caterer/Concessionaire or make other arrangements to ensure the uninterrupted sale of alcoholic beverages, at Contractor's sole expense. Suspension of the liquor license shall not excuse payment to the City. Should the City's 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 Contractor. Contractor and City agree to cooperate to determine an Interim Caterer/Concessionaire to sell or dispense alcoholic beverages. If the Contractor's license to sell alcoholic beverages is cancelled or revoked, Contractor will be in breach of the established contract and the City may terminate the contract and seek proper damages.

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

- I. Contractor shall securely store all alcoholic beverages;
- II. Any selected Contractor employee serving alcoholic beverages at licensed premises shall be 21 years of age or older and they must have up to date TIPS or T.E.A.M. training; and
- III. 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.

**Food Preparation.** All food purchases shall meet requirements of the United States Department of Agriculture (USDA) Food and Drug Administration (FDA) and National Sanitation Foundation (NSF). The Contractor must prepare excellent quality food with ingredients, recipes, and fresh preparation methods that follow industry standard guidelines. Wholly microwaved food shall not be served. Hot food shall be served hot and cold foods shall be served cold in accordance with local, state, and regional mandated standards. Whenever feasible, the Contractor will use just in time or cook to order food preparation methods.



**SECTION IV**  
**DESCRIPTION OF BUSINESS OPERATIONS TO BE PROVIDED**

**Custodial.** Cleaning must always be sufficient to provide protective maintenance against unnecessary deterioration and provide a clean and neat appearance. Contractor shall at a minimum, perform the following maintenance on a regular or as specified basis:

**I. Daily Housekeeping.**

- i. The Contractor will maintain the facilities throughout the service hours to include wiping down tables, cleaning spills, daily sweeping, maintaining non-carpeted floors, vacuuming and spot cleaning any carpets and furniture in all dining facilities;
- ii. Contractor shall provide adequate refuse containers in all operating areas and shall regularly service all trash cans. The trash cans shall be emptied into the Contractor provided dumpster on a regular basis in order to prevent the trash cans from overflowing;
- iii. At a minimum, these facilities shall include, but not be limited to, production and serving areas, dining rooms, catering kitchens, bakeries, refrigerators, freezers, receiving docks, storage areas, restrooms, trash and dumpster areas used by the Contractor.

**II. Weekly Housekeeping.** The Contractor shall be responsible for:

- i. Routine weekly cleaning of the hoods, filters and pipes;
- ii. Weekly reporting to City of damages to furniture and facilities used in Contractor's assigned area. Contractor will be responsible for repair and replacement costs for any damages caused by an employee of the Contractor or an independent contractor used by the Contractor.

**III. Regular Periodic Cleaning and Maintenance.** All periodic maintenance shall be done by industry standard and in a satisfactory manner as determined by the City.

- i. Semi-annual stripping, sealing, and waxing of hard floor surfaces, extraction cleaning of carpeted areas, and furniture in all dining facilities;
- ii. Quarterly cleaning of draperies, blinds, ceilings and interior windows, air distribution devices and light fixtures;
- iii. Quarterly deep cleaning of the facilities and equipment by a licensed cleaning contractor;
- iv. Quarterly or as needed through inspection by licensed contractor, the vent hood system should be cleaned and serviced. If found to be contaminated with deposits from grease-laden vapors, the entire hood system must be cleaned and recertified by a properly trained, qualified, and certified contractor.

**IV. Facilities Sanitation.** The Contractor shall be responsible for performing cleaning, sanitizing, and decontamination of the below items per all applicable regulations:

- i. Any item used in food preparation such as kitchen utensils, slicers, grinders, mixers, and smallwares;
- ii. After each use, all food preparation areas, kitchen tables, bar countertops, mobile bar, dining tables, catering tables and chairs, and patio tables;
- iii. Maintain griddles, grills, and other cooking equipment by daily scrubbing and elimination of any grease residue.

**Methods of Patron Payment.** Contractor at a minimum shall accept cash, credit, and bank debit. The Contractor shall be responsible for all expenses and collection of debts resulting from cash, credit card, and bank debit card transactions. All tendered payments must be logged into an electronic point of sales (POS) system. The POS system utilized must be mutually agreed upon by both parties. The registers that are associated with the POS shall be the only mechanisms for financial transactions. Contractor shall not place any type of Automatic Teller Machine (ATM) or utilize any other cash distribution mechanism on City property.

**Maintenance-Building.** City agrees to repair and maintain in good order and condition, ordinary wear and tear excepted, the building infrastructure, water and sewer lines outside the building, (except for sewer lines clogged by grease or other Contractor created problems), air conditioning, heating, and plumbing systems, and fire suppression system serving the whole facility. City shall maintain the Golf Course Area, except for any damage caused by, resulting from, or in any way arising out of, Contractor's operation or use of the contracted facilities, whether such damage is caused by Contractor, its agents, or its invitees. City shall maintain all parking areas adjacent to the Saints' Clubhouse.

**Maintenance- Kitchen Equipment.** Contractor shall perform proper use and care for the equipment and facilities with which it is entrusted under this contract and/or uses in the performance of its daily duties, as specified by equipment manufacturers. Contractor must perform first level (operator) preventive maintenance (PM) on all equipment, fixtures, and furnishings. PM includes daily cleaning and inspections of all equipment, fixtures, and furnishings. The Contractor must report in writing to the Project Manager of any equipment that is malfunctioning or not operating. At its sole discretion, the City shall have the authority to repair or replace any equipment.

**Office Equipment.** Contractor at its cost, will provide any office machines necessary for the management of Service operations including computers (and software), point of sale system, printers, copy machines, calculators and other similar items.

## SECTION V INITIAL CONTRACT TERM

The initial term of the contract is for three (3) fiscal years. The Contract shall cover the period from October 01, 2020 through September 30, 2023.

## SECTION VI RENEWAL OPTION

At the end of the initial contract term, the City shall have two, one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the City may, with the

written consent of the awarded Contractor extend the contract for such period of time as may be necessary to permit the City's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this contract states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

**NOTE: For issuance of either of the renewals set forth herein, Contractor shall submit a request in writing no more than 120 days nor less than 90 days prior to termination of the initial contract period (for the first renewal) or the renewed contract period (for the second renewal).**

**SECTION VII**  
**FINANCIAL ARRANGEMENTS**

Contractor shall pay Commission Fees to the City in accordance with the schedule set forth below. Commission Fees shall be a percentage of the following sales without regard to actual collections by Contractor.

Description	Commission Rate
Dining Room (Combined Food and Alcohol)	10%
Catering Sales (Combined Food and Alcohol)	12%
Mobile Cart Sales (Combined Food and Alcohol)	12%

Commission Fees. Commission Fees shall be paid to the City within ten (10) business days following the last day of each month for all sales and Gross Receipts, including but not limited to Dining, Catering, and Mobile Cart sales for the immediately preceding calendar month. The Commission Fees shall be paid to the City and shall then be considered Gross Revenue of the City upon deposit in an account designated by the City.

Financial Statement. Contractor shall furnish to the City, no later than ten (10) business days following the last day of each month, a computerized financial statement showing:

- copies of bank statements
- total gross sales
- gross receipts by source of sales
- commissions owed to the City
- the Direct Operating Expenses and Net Revenues for all sales during the immediately preceding calendar month.

**Taxes.** Contractor is responsible for all federal, state, and local taxes and other charges related to the performance of this contract.

**SECTION VIII**  
**CONTRACTOR EXPENSES**

**Data-Television.** The Contractor shall provide all television and needed hardware and services to ensure that the restaurant has the ability and at a minimum to televise the Golf Channel.

**Grease Storage and Disposal.** Contractor shall be responsible for grease storage and disposal. Contractor shall be responsible for all maintenance and pumping as required on the grease trap system.

**Internet.** Contractor is responsible for establishing and payment of Internet services with a local provider for all network/Internet requirements in Dining Services.

**Pest Control.** The Contractor shall be responsible for sourcing and payment of expert and professional exterminating services in all applicable contracted areas.

**Utilities.** On a monthly basis or as directed by the contracted utilities department, the Contractor shall pay all utilities as described below

Electric	65% Contractor/ 35% City
Propane	100% Paid by Contractor
Water and Sewer	50/50 (Split with City)

The City does not warrant that there shall be an uninterrupted supply of water, electricity, air conditioning, or heating; however, the City shall be diligent in restoring services following any interruption insofar as it has the ability to effect restoration. The City shall not be liable to the Contractor or others for any loss, cost, or expense, which may result from the interruption or failure of any such service.

**SECTION IX**  
**SECURITY DEPOSIT**

The Contractor shall pay a cash security deposit or provide an irrevocable letter of credit in the amount of Eight Thousand Dollars (\$8,000.00) to the City. The cash security deposit or irrevocable letter of credit shall be returned to the Contractor upon faithful performance and completion of this agreed upon contract. However, should Contractor fail to meet the terms and conditions for which the cash security deposit or irrevocable letter of credit are intended to secure, then the City shall be entitled to demand payment from the lending institution or shall be entitled to retain all or such portion of the cash security deposit as is required to meet the obligations of the contract.

**SECTION X**  
**AUDITS**

The City shall have the right to make periodic audits and inspections of Contractor records of gross receipts at any reasonable time without notice. Such audit may include, and is not limited to, inventory control at all applicable locations, personnel accounting controls, methods of recording, checking and reporting sales, route and internal control of cash handling, internal audit, accounting and cash collection, commission statements, etc. In addition, the City shall require supplemental information as needed to perform and conclude an audit. Contractor must keep and maintain all such records for a period of three (3) years from the termination of this Contract, or longer if required by Section XVI of this Contract.

**SECTION XI**  
**INDEMNIFICATION/HOLD HARMLESS**

Notwithstanding that joint or concurrent liability may be imposed upon the parties by statute, ordinance, rule, regulation or order of court, Contractor will indemnify, defend, hold harmless and reimburse the City, its employees and agents from and against and for any and all liabilities, obligations, penalties, fines, suits, claims, demands, actions, costs and expenses of any kind or nature, including reasonable attorneys' fees, which may be imposed upon or asserted against the City by reason of any accident, injury or damage to person or property arising from the performance of this contract.

Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by Contractor on the work. This indemnification shall survive the termination of this Contract.

## **SECTION XII** **SOVEREIGN IMMUNITY**

Nothing contained in this Contract shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

## **SECTION XIII** **INSURANCE**

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

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

1. **Workers' Compensation Insurance & Employer's Liability:** The Contractor shall maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

2. Commercial General Liability Insurance: The Contractor shall maintain Commercial General Liability insurance, inclusive of coverage for food contamination and food-borne illnesses, for the scope of the services provided issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

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

3. Additional Insured: An Additional Insured endorsement **must** be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage shall apply as primary and non-contributory. A waiver of subrogation shall be provided in favor of the City. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation, Employers' Liability, and Professional Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #XXXXXXX – XXXXXXXXXXXXXXXX Project shall be listed as additionally insured.**". The Policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance.

4. Automobile Liability Insurance: The Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary and non-contributory basis.
5. Cyber Liability Insurance: Contractor shall maintain Cyber Liability in limits not less \$1,000,000 Per Occurrence for direct loss, legal liability and consequential loss resulting from cyber security breaches. Coverage to include coverage for Privacy & Security Liability, Security Breach Response / Customer Breach Notice Expense, Cyber Extortion and Electronic Media Liability. The City of Port

St. Lucie must be listed as an additional insured. A waiver of subrogation shall be provided in favor of the City. Coverage shall apply on a primary basis.

6. Dram Shop Liability: Contractor shall maintain and, prior to commencement of this Contract, provide the City with evidence of insurance to cover Dram Shop Liability for the serving and selling of intoxicating beverages with limits of \$1,000,000 per occurrence. **City shall be listed as Additional Insured. Waiver of Subrogation is NOT required for this coverage.**
7. Professional Liability Insurance: Contractor shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$10,000, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Contractor warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.
8. Waiver of Subrogation: The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should the Contractor enter into such a Contract on a pre-loss basis.
9. Deductibles: All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City of Port St. Lucie reserves the right, but not obligation, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Contractor to ensure that all contractors, independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It will be the responsibility of the Contractor to obtain Certificates of Insurance from all contractors, independent contractors, and subcontractors, listing the City as an Additional Insured without the language when required by written contract.

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

The City, by and through its Risk Management Department, reserves the right, but not obligation, to review, modify, reject, or accept any required policies of insurance including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A: VII or better.

A failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance, and other documentation may be cause for annulment of the contract.

**SECTION XIV**  
**ACTS OF GOD/FORCE MAJEURE**

It is expressly understood and agreed that failure or delay on the part of either party hereto in the performance in whole or in part of the terms and conditions of this agreement will not constitute a breach hereof, nor a default hereunder, if such failure or delay is attributable to acts of God, fire, floods, inevitable accidents, or riots, insurrections, public commotion, strikes or labor disturbances, embargo, emergency or governmental order, regulations, priority or other limitations or restrictions, or acts of God interfering with personnel, sales, sources of supplies, production, transportation or delivery or for any cause beyond the control of either party.

**SECTION XV**  
**PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS**

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Sub-Contractor supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

**SECTION XVI**  
**COMPLIANCE WITH LAWS**

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and Sub-Contractor, shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and Sub-Contractor, are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

**RECORDS**

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.



Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this contract.
4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency 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 in this chapter or as otherwise provided by law.

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 contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

CITY CLERK  
121 SW Port St. Lucie Blvd.  
Port St. Lucie, FL 34984  
(772) 871 5157  
pr@cityofpsl.com

**SECTION XVII**  
**INSPECTION AND CORRECTION OF DEFECTS**

**Deductions** - In the event the City deems it expedient to perform work which has not been done by the Contractor(s) as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor(s) as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor(s) and/or may be deducted from payments due to the Contractor(s). Deductions thus made will not excuse the Contractor(s) from other penalties and conditions contained in the Contract.

**SECTION XVIII**  
**SCRUTINIZED COMPANIES**

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran petroleum Energy Sector List, or do any business with Cuba or Syria. Both lists are created pursuant to section 215.473, Florida Statutes. [https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017\\_12\\_13\\_Web\\_Update\\_PFIA\\_Prohibited\\_List.pdf?ver=2017-12-13-144624-667](https://www.sbafla.com/fsb/Portals/FSB/Content/Performance/Quarterly/2017_12_13_Web_Update_PFIA_Prohibited_List.pdf?ver=2017-12-13-144624-667)

**SECTION XXIX**  
**BACKGROUND CHECK INVESTIGATIONS**

The City requires that a criminal background investigation be made of any and all Contractor personnel utilized to provide Services to the City. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the City. The Contractor's employees, agents and subcontractors may be granted access to City computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the City. The Contractor shall provide immediate notice to City of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege.

**SECTION XX**  
**ADDITIONAL CONTRACT TERMS**

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

**ADA Compliance.** The Contractor shall comply with the Americans with Disabilities Act (ADA).

**Building Security.** Contractor shall be responsible for securing all entrance and exit doors to all Dining Facilities. Contractor shall be responsible for all risks for damage to premises or loss of merchandise of any kind at all times except to the extent such loss is a result of the sole negligence of the City.

**City's Public Relations Image.** The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting themselves in an unacceptable manner shall be removed from the project at the request of the City Manager.

**Contractual Relations.** The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and Sub-Contractor of the Contractor(s).

**Contractor Conduct.** The Contractor shall not commit or permit any reckless or dangerous conduct on City property at any time. This includes, but is not limited to, violent, abusive, indecent, profane, boisterous, unreasonably loud, or otherwise disorderly conduct under circumstances in which such conduct tends to cause or provoke a disturbance.

**Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.

**Marketing.** Contractor shall work with the Project Manager or their designee to develop marketing strategies for the golfing and surrounding community to utilize the contracted facilities. All marketing materials must be approved in advance by the City, in writing.

**Notification of Compliance.** The Contractor shall be responsible for adherence to all state and local laws and regulations. Any violations of laws or regulations on City property must be reported to the City within 24 hours. The Contractor must supply all health department and fire marshal inspection of the contracted facilities within 48 hour of receipt. All criminal activity must be reported immediately to the Project Manager or their designee.

**Personal Property.** Any and all personal property placed on City property by the Contractor, their employees, and/or subcontractors 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.

**Renovations.** Any renovations or changes to dining facilities, 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 shall be at the Contractor's expense.

**Signage.** All signage will be professionally prepared and provided by the Contractor. All signage shall be approved by the City. No handwritten signs or banners shall be hung from any City property. Contractor must install and maintain all identifying signs at the contracted facilities that identify the hours of operation.

**Site Visits.** The City reserves the right to inspect contracted facilities at any time.

**Third Party Obligations.** The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the City will not have any obligations with respect thereto.

**Use of City Vehicles and/or Equipment.** Unless expressly agreed upon in writing by the City, the Contractor shall not be allowed to utilize City owned vehicles and/or equipment. The Contractor shall be responsible for providing necessary transportation and equipment to perform all services.

**Water Resources.** The Contractor shall not discharge into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

## SECTION XXI ASSIGNMENT

The Contract may not be assigned, delegated, subcontracted, transferred or conveyed in whole or in part. For the purpose of construing this clause, a transfer of a controlling ownership or managerial interest in the Contractor shall be considered an assignment.

## SECTION XXII DELAYS AND TERMINATION

**Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for the City to declare the Contractor in default of its obligations under the Contract:

- I. The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
- II. The Contractor fails to make substantial and timely progress toward performance of the Contract;
- III. In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- IV. The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- V. The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;

- VI. The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion;
- VII. The Contractor furnished any statement, representation or certification in connection with the Contract, which is materially false, deceptive, incorrect or incomplete.

**Notice of Default.** If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the City may:

- I. Immediately terminate the Contract without additional written notice(s); and/or
- II. Enforce the terms and conditions of the Contract and seek any legal or reasonable remedies; and/or
- III. Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor

**Termination Without Cause.** The City, in its sole discretion, may terminate this contract at any time without cause, by providing at least sixty (60) days' prior written notice to Contractor. Any such termination shall be accomplished by delivery in writing of a notice to Contractor. Following termination without cause, the Contractor shall be entitled to compensation upon submission of invoices and proper proof of claim, for services provided under the contract to the City up to the time of termination, pursuant to Florida law.

### SECTION XXIII LAW, VENUE AND WAIVER OF JURY TRIAL

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

The Parties to this Contract, having had the opportunity to consult with an attorney, hereby freely, voluntarily and expressly, waive their respective rights to trial by jury on any issues so triable.

### SECTION XXIV CONTRACT ADMINISTRATION

**Amendments.** The City and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the City and the Contractor.

**Fiscal Year-** All reference to Fiscal Year shall mean the City's Fiscal Year. The City's Fiscal Year is from October 1<sup>st</sup> through September 30<sup>th</sup>.

**Integration of Terms.** This Contract represents the entire contract between the parties. The parties shall not rely on any representation that may have been made by either party which is not included in the Contract.

**Joint Venture.** Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the vested parties. Each party shall be deemed to be an independent contractor contracting for the services and acting toward the mutual benefits expected to be derived from the mutually agreed upon contract. Neither Contractor nor any of Contractor's agents, employees, subcontractors or contractors shall become or be deemed to become agents, or employees of the City. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.

**Notice(s).** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Fed-EX, UPS, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the contract. Each such notice shall be deemed to have been provided:

- I. Within one (1) day in the case of overnight hand delivery, courier or Services such as Fed-Ex or UPS with guaranteed next day delivery; or,
- II. Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person or their designees and/or address shall be in writing to the other party and as provided herein.

**Performance by Industry Standards.** The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall, at a minimum, conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence

**Permits, Licenses, and Certifications.** The Contractor shall be responsible for obtaining all permits, licenses, certifications, etc., required by Federal, State, County, and Municipal laws, regulations, codes, and ordinances for the performance of the work required in these specifications and to conform with the requirements of said legislation. The Liquor license shall be co-held by the City and Contractor. The Contractor must obtain and pay for all fees associated with the liquor license; furthermore, the City must be listed as the co-holder on the required license. The Contractor shall be required to complete a **W-9 Taxpayer Identification Form**, provided with the City's contract, and return it with the signed contract and insurance documents.

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

**Supersedes Former Contracts or Agreements.** Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the City and the Contractor for the Services provided in connection with the Contract.

**Use of Name or Intellectual Property.** Contractor agrees it will not use the name or any intellectual property, including but not limited to, City trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.

**Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of the City and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach. Each waiver, if mutually agreed upon, shall be published as a contract amendment.

#### **SECTION XXV** **CONFLICT OF INTEREST**

The City hereby acknowledges that the Contractor may be performing professional services for private developers within the Treasure Coast area. Should a conflict of interest arise between providing services to the City and/or other clients, the Contractor shall terminate its relationship with the other client to resolve the conflict of interest. The City Manager shall determine whether a conflict of interest exists. At the time of each Project Proposal the Contractor shall disclose all of its Treasure Coast clients and related Scope of Work.

#### **SECTION XXVI** **PROHIBITION AGAINST CONTINGENT FEES**

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

#### **SECTION XXVII** **ATTORNEY'S FEES**

In the event that any suit or action is instituted to enforce or interpret any provision in this Contract, each party shall bear its own costs, expenses and attorney fees associated, without recourse.

#### **SECTION XXVIII** **POLICY OF NON-DISCRIMINATION**

Contractor shall not discriminate against any person in its operations, activities or delivery of services under this Contract. Contractor shall affirmatively comply with all applicable provisions of federal, state and local equal employment laws and shall not engage in or commit any discriminatory practice against any person based on race, age, religion, color, gender, sexual orientation, national origin, marital status, physical or mental disability, political affiliation or any other factor which cannot be lawfully used as a basis for service delivery.

**SECTION XXIX**  
**SEVERABILITY**

The Parties to this Contract expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Contract is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Contract) and the remainder of this Contract, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Contract to be inequitable under the circumstances.

**SECTION XXX**  
**AUTHORIZATION OF SIGNATURE AUTHORITY**

The individuals signing this Contract represent and warrant to the other parties that:

- I. It has the right, power and authority to enter into and perform its obligations under the Contract; and
- II. It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.



**SECTION XXXI  
ENTIRE CONTRACT**

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

IN WITNESS WHEREOF, the parties have executed this contract, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

CONTRACTOR

By: \_\_\_\_\_ By: \_\_\_\_\_  
Purchasing Agent Authorized Representative

State of: \_\_\_\_\_ County of: \_\_\_\_\_

Before me personally appeared: \_\_\_\_\_  
(Please print)

Please check one:

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

and known to me to be the person described in and who executed the foregoing instrument and acknowledged to and before me that \_\_\_\_\_ executed said instrument for the purposes therein expressed.

(s/he)

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Signature

Notary Public State of \_\_\_\_\_ at Large.

My Commission Expires \_\_\_\_\_.

(seal)

## INVENTORY LIST

PSL: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date of Inventory: \_\_\_\_\_

Inventory Name	Date of Purchase	Initial Quantity Amount	Quantity	Initial Cost (Each)	Location (Building and Room #)	Capital (C) on Non- Capital	Fixed (Y/N)	Depriciation Schedule	Current Quantity	Remarks- Condition of Commodity
3'x18" Plastic Shelf			1		Banquet					
6'x2' Black Metal Shelf HD			3		Banquet					
US American Flag Holder Stand			1		Banquet					
Wedding Arch (White Plastic)			1		Banquet					
Trifold Partition (White)			1		Banquet					
8'x51" Portable Partition walls			3		Banquet					
Rolling Chair Stands for Banquet Room Chairs			2		Banquet					
Green and Gold Banquet Chairs			149		Banquet					
3-Keg Ccapacity Stainless Beer Dispensor			1		Bar					
3-compartment Sink			1		Bar					
2-Compartment Cooleer			1		Bar					
Wooden floor shelf with Wine Glass holder			1		Bar					
Desk Front Office			1		Front Office					
Filing Cabinet 4-drawer			2		Front Office					
Filing Cabinet 2-drawer			1		Front Office					
Nulcan 3-pan Electric Covection Steamer			1		Kitchen					
Cooler/Freezer Combo Wlakin Box			1		Kitchen					
Commercial Dishwasher			1		Kitchen					
Turbo Air Cooler with Sliding glass doors (Model TGM-35R)			1		Kitchen					
Turbo Air Sandwich Prep Station with 2-compartment cooler			1		Kitchen					
Stainless portable table 60"x24"			1		Kitchen					
Anvil Mixer w/attachements (Model MIX7120			1		Kitchen					
2-Compartment Sink 6'			1		Kitchen					
Imperial Convection Ovens W/Stands			2		Kitchen					
Food Warmer (Model A-120-Z) Double doors			1		Kitchen					

## INVENTORY LIST

PSL: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date of Inventory: \_\_\_\_\_

Inventory Name	Date of Purchase	Initial Quantity Amount	Quantity	Initial Cost (Each)	Location (Building and Room #)	Capital (C) on Non- Capital	Fixed (Y/N)	Depriciation Schedule	Current Quantity	Remarks- Condition of Commodity
Single wall mounted sink			3		Kitchen					
two 16' hood ventalation systems (North side-South Side)			1		Kitchen					
6'x18" Metal Shelf			1		Kitchen					
3'x2' Metal Shelf			1		Kitchen					
5'x18" Metal Shelf			1		Kitchen					
Elite Fryer			1		Kitchen					
Asber Fryer			1		kitchen					
Commercial Ice Machine single bin			1		kitchen					
3-Compartment Swisher Hygiene Sink 7'			1		kitchen					
Salvajor Disposer food waste dispoer w/spray nozzle sink			1		kitchen					
6'x2' Metal Shelf			1		Kitchen					
4'x18" Metal Shelf			1		Kitchen					
3'x2' Plastic Shelf			1		Kitchen					
6'x18" Metal Shelf			1		Kitchen					
3'x2' Plastic Shelf			1		Kitchen					
4'x2' Stainless Portable table			1		Kitchen					
Dishwasher Racks Various Sizes			16		Kitchen					
24"x17" Sheet Pans			29		Kitchen					
Tray Jack (Server Stand)			1		Kitchen					
Oval Server Trays			15		Kitchen					
2'x18" Roasting Pan 4" Deep			1		Kitchen					
30"x30" Portable Table w/Rack system			1		Kitchen					
Imperial 36" Flat top Grill			1		Kitchen					
Imperial 36" Charboil Grill			1		Kitchen					
6' 5" 4-Compartment cooler drawer under Charboil grill			1		Kitchen					
6' Sandwich Prep Station with 3- Compartment Cooler			1		Kitchen					
44" 3-Compartment Cooler tray steamer			1		Kitchen					
4' Sandwich Prep Table with 2- Compartment Cooler (Turbo Air)			1		Kitchen					

## INVENTORY LIST

PSL: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date of Inventory: \_\_\_\_\_

Inventory Name	Date of Purchase	Initial Quantity Amount	Quantity	Initial Cost (Each)	Location (Building and Room #)	Capital (C) on Non- Capital	Fixed (Y/N)	Depriciation Schedule	Current Quantity	Remarks- Condition of Commodity
Pots and Pan Ceiling Mount Hanger			1		Kitchen					
2'x2' Stainless table			1		Kitchen					
11' Two-Tier Food Warming Shelf			1		Kitchen					
15' Two compartment Soup Warmer w/Built in Shelf			1		Kitchen					
4'x18" Metal Shelf			1		Kitchen					
Wyott Food Warmer (Model 8W- 30)			1		Kitchen					
4'x2' Portable Stainless table			1		Kitchen					
4'x30" Stainless Sink w/countertop combo			1		Kitchen					
6'x30" Stainless Portable Table w/commercial can opener			1		Kitchen					
21' wall mounted wire shelf			1		Kitchen					
True Refrigerator w/racks Side by Side doors (Model T-49-HC)			1		Kitchen					
3'x18" Metal Shelf (Nexel)			2		Kitchen					
3'x2' Plastic Shelf			4		Kitchen					
4'x18" Metal Shelf			2		Kitchen					
Portable Aluminum Rack for Sheet Pans			3		Kitchen					
4'x18" Metal Shelf (Metro)			4		Kitchen					
5'x2' Metal Shelf			1		Kitchen					
29"x18" Metal Shelf			1		Kitchen					
4'x2' Portable Stainless table			1		Kitchen					
3'x2' Green Metal Shelf (Metro)			1		Kitchen					
Alb-Shaam Double Food Warmer			1		Kitchen					
3'x18" Metal Shelf with wooden top			1		Kitchen office					
42" filing cabinet Black			1		Kitchen office					
18" Filing Cabinet Black			1		Kitchen office					
Metal Chairs			42		Porch					
Square Tables 4x4			10		Porch					
Round table			1		Porch					

**INVENTORY LIST**

PSL: \_\_\_\_\_

Contractor: \_\_\_\_\_

Date of Inventory: \_\_\_\_\_

Inventory Name	Date of Purchase	Initial Quantity Amount	Quantity	Initial Cost (Each)	Location (Building and Room #)	Capital (C) on Non- Capital	Fixed (Y/N)	Depriciation Schedule	Current Quantity	Remarks- Condition of Commodity
Blue Recycle Bin		1			Porch					
52" Ceiling fans		3			Porch					
Wooden Chairs with backs		14			Restaurant					
Oak Wooden Tables 4x4		4			Restaurant					
Wall Mounted Tables with Booths		7			Restaurant					



"A City for All Ages"

**DRUG-FREE WORKPLACE FORM**  
**RFP 202000125**  
**Dining Services at The Saints**

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

\_\_\_\_\_ does:  
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that 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 proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee 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 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date



"A City for All Ages"

**NON-COLLUSION AFFIDAVIT RFP**  
**202000125**  
**Dining Services at The Saints**

State of \_\_\_\_\_ }

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

\_\_\_\_\_, being first duly sworn, disposes and says that:  
(Name/s)

1. They are \_\_\_\_\_ of \_\_\_\_\_ the Proposer that  
(Title) (Name of Company)

has submitted the attached PROPOSAL;

2. He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such PROPOSAL;

3. Such Proposal is genuine and is not a collusive or sham Proposal;

4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) \_\_\_\_\_

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



"A City for All Ages"

STATE OF FLORIDA }  
COUNTY OF ST. LUCIE} SS:

The foregoing instrument was acknowledged before me this *(Date)* \_\_\_\_\_

by: \_\_\_\_\_ who is personally known to me or who has produced  
\_\_\_\_\_ as identification and who did (did not) take an oath.

Commission No. \_\_\_\_\_

Notary Print: \_\_\_\_\_

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





"A City for All Ages"

**NOTICE TO ALL PROPOSERS**  
**RFP# 202000125**

To ensure fair consideration is given for all Proposers, it must be clearly understood that upon release of the proposal and during the proposal process, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with City employees, department heads or elected officials, up to and including the Mayor and City Council. The **"Cone of Silence"** is in effect for this solicitation from the date the eRFP is advertised on DemandStar, until the time an award decision has been approved by City Council and fully executed by all parties. Information about the Cone of Silence can be found under the [City of Port St. Lucie Ordinance 20-15, Section 35.13](#). Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through (Matthew Shiver), Issuing Officer, for the procurement of these services.

All questions regarding this eRFP or Solicitation are to be submitted in writing to Matthew Shiver, Procurement Director with the Procurement Management Department via e-mail [mshiver@cityofpsl.com](mailto:mshiver@cityofpsl.com). Please reference the eRFP/Solicitation number on all correspondence to the City.

All questions, comments and requests for clarification must reference the eRFP/ Solicitation number on all correspondence to the City. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the City. The City reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

\*NOTE: All addendums and/or any other correspondence (general information, question and responses) to this eRFP will be made available exclusively through the DemandStar website for retrieval. Proposers are solely responsible for frequently checking this website for updates to this eRFP.

**I understand and shall fully comply with all requirements of City of Port. St. Lucie Ordinance 20-15, Section 35.13.**

Typed Name: \_\_\_\_\_

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

Company and Job Title: \_\_\_\_\_

Date: \_\_\_\_\_



"A City for All Ages"

### E-Verify Form

**Supplier/Consultant acknowledges and agrees to the following:**

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Supplier/Consultant during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

**E-Verify Company Identification Number** \_\_\_\_\_

**Date of Authorization** \_\_\_\_\_

**Name of Contractor** \_\_\_\_\_

**Name of Project** \_\_\_\_\_

**Solicitation Number (If Applicable)** \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC \_\_\_\_\_

My Commission Expires: \_\_\_\_\_