



City of Port St. Lucie

20250193

MIDFLORIDA EVENT CENTER CATERING CONTRACT

RELEASE DATE: October 23, 2025

RESPONSE DEADLINE: December 3, 2025, 2:30 pm

Please refer to the project timeline in this document for all important deadlines.

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1. Introduction

1.1. Purpose of Procurement

Pursuant to the City of Port St. Lucie Code of Ordinances, [Section 35.07](#), this electronic Request for Proposals (“RFP”) is being issued to establish a contract with a qualified proposer who will provide MIDFLORIDA Event Center Catering Contract to the City of Port St. Lucie (hereinafter, “City”) as further described in this RFP.

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. Overview of the RFP Process

The objective of the RFP is to select one (1) qualified Proposer (as defined by Section 1 – “Purpose of Procurement”) to provide the goods and/or services outlined in this RFP to the City. This RFP process will be conducted to gather and evaluate responses from proposers for potential award. All qualified Proposers are invited to participate by submitting responses, as further defined below. After evaluating all Proposers’ responses received prior to the closing date of this RFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the RFP process will be posted to the electronic bidding system.

NOTE TO PROPOSERS: 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 “Selection and Award,” of this RFP for information concerning the City’s actual award strategy (single, multiple, split awards, etc).

The evaluation of proposals will be conducted in two phases.

Phase 1 – Initial Evaluation (80 Points)

- All proposals will first be evaluated and scored based on the criteria outlined in this solicitation.
- The Evaluation Committee will assign a maximum of 80 points during this phase.
- The three highest-scoring proposers will advance to Phase 2.

Phase 2 – Final Evaluation (20 Points)

- The shortlisted proposers will participate in Phase 2, which may include presentations, interviews, or demonstrations as determined by the City.
- The Evaluation Committee will assign up to 20 additional points during this phase.
- The proposer with the highest combined score from both phases will be recommended for award.

If three or fewer proposals are received, all proposers will automatically advance to Phase 2.

1.3. 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 RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, 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.

Release of RFP:	October 23, 2025
Pre-Proposal Meeting (Non-Mandatory):	October 30, 2025, 2:30pm 9221 Civic Center Pl, Port Saint Lucie, FL 34952
Question Submission Deadline:	November 12, 2025, 5:00pm
Question Response Deadline:	November 19, 2025, 5:00pm
Response Submission Deadline:	December 3, 2025, 2:30pm https://teams.microsoft.com/meet/2847384650462?p=dHlK4n8Fpkh592uTMI Microsoft Teams Need help? Join the meeting now Meeting ID: 284 738 465 046 2 Passcode: MZ6US7AX For organizers: Meeting options

The City reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case, evaluation committee reviews, negotiations, and proposal revisions may not be required.

1.4. Official Issuing Officer (Procuring Agent)

Kevin Eggleston, Procurement Contracting Officer I

O. 772-344-4068

keggleston@cityofpsl.com

1.5. Definition of Terms

Please review the following terms:

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

-City of Port St. Lucie (“City”) – the governmental entity identified in “Purpose of Procurement,” of this RFP.

-Immaterial Deviation – does not give the Proposer a substantial advantage over other Proposers.

-Material Deviation – gives the Proposer a substantial advantage over other Proposers and thereby restricts or prevents competition.

-Procurement Management Division (“PMD”)- The City department that is responsible for the review and possible sourcing of all publicly sourced solicitations.

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

-Sourcing Platform – OpenGov

Any special terms or words which are not identified in the City’s RFP Document may be identified separately in one or more attachments to the RFP.

1.6. Contract Term

The Initial term of the contract(s) is for three (3) calendar years from the execution date. The City shall have two (2) 1-year option(s) to renew, which options shall be exercisable at the sole discretion of the City. Renewal(s), if provided and selected solely by the City, will be accomplished through the issuance of Contract Amendment.

In the event that the Contract(s), if any, resulting from the award of this RFP 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 RFP states otherwise, the resulting award of the Contract(s) does not guarantee volume or a commitment of funds.

1.6.1 Hours of Service

Contractor shall coordinate work hours with the City to accommodate the scheduling needs of the MIDFLORIDA Event Center. Flexibility is required, and services may be needed during nights, weekends, and holidays based on event demands.

The Contractor is responsible for ensuring adequate staffing during all scheduled service times. No additional compensation shall be provided for work performed outside standard business hours.

2. Scope of Work

Please note: The City will conduct an optional pre-proposal meeting. Refer to the Timeline section for details.

2.1. Scope of Work

Event Center Catering Requirements

1. Introduction

The **MIDFLORIDA Event Center** (hereafter referred to as the MFEC) is seeking proposals from qualified and experienced catering service providers to deliver high-quality food and beverage services for a variety of events held at the facility. The MFEC is a premier special event facility owned and operated by the City of Port St. Lucie. Strategically located along Florida’s Treasure Coast—midway between Orlando, Miami, and Tampa—the MFEC serves as a regional hub for a wide array of events and activities that enhance quality of life and stimulate economic development within the community.

With over 400 event days annually, the MFEC welcomes more than 150,000 guests each year, hosting a dynamic schedule of public, private, and corporate events. These include conferences, banquets, weddings, expos, tradeshow, concerts, festivals, sporting events, and performing arts productions. This high volume of activity presents significant opportunities for approved caterers to serve a diverse clientele and grow their business within a vibrant, high-traffic venue.

The MFEC encompasses 100,000 square feet of versatile indoor and outdoor event space. Key features include:

- Two beautifully appointed ballrooms with flexible layouts
- A spacious, light-filled grand lobby ideal for receptions and networking
- A curated art gallery showcasing local and regional talent
- The Village Square, an open-air plaza equipped with a performance stage, ideal for festivals and large-scale gatherings that can hold 500-5,000 attendees
- Capacity to host banquet events for 10 to 700 guests (depending on layout) and theater-style seating for up to 1,400 attendees

To support catering operations, the MFEC is equipped with a 1,200+ square-foot commercial-grade catering kitchen designed for finishing, plating, and service preparation. The kitchen includes standard commercial appliances and prep areas and is available to approved caterers in accordance with facility policies and event needs.

The MFEC is committed to delivering exceptional service in a safe, well-maintained environment while preserving the integrity and financial sustainability of the facility. This document outlines the catering requirements and expectations for prospective caterers.

For more information, visit www.midfloridaeventcenter.com

2. Applicability.

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

3. Location/Facilities.

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

4. Hours of Operation.

○ The MIDFLORIDA EVENT CENTER

- Normal office hours are 8am – 5pm
- Events may be scheduled on any day of the week, including weekends and holidays, and may occur during early morning hours (e.g., for breakfast service) or extend into late evening hours (e.g., for receptions or banquets).
- The Supplier must be able to accommodate food and beverage service needs for events scheduled outside of standard office hours and ensure staffing and operations align with the timing and scale of each event.
- Supplier shall have a location office (four-wall space provided by the City at no cost to SUPPLIER) with reasonable office hours to be mutually agreed upon by SUPPLIER and the CITY.
- Supplier shall keep the food services open during the hours reasonably required to adequately meet public and client demand, as determined by the event, and, if the CITY should request, SUPPLIER shall close catering, concessions, or alcohol sales.

5. Catering

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

City has the right to allow an outside caterer to provide services under the City’s Open Catering Program, allowing pre-approved vendors to provide food and non-alcoholic beverage service to clients who rent space in the center. City Equipment and Facilities granted to the SUPPLIER under this agreement shall not be used by outside caterers under the Open Catering Program. Alcoholic beverages sales under this program shall be retained by the Supplier (see section 9 “Alcohol” for further clarity).

6. Scope of Work and Expectations

• General Responsibilities

The caterer shall:

- Provide full-service catering, including food preparation, delivery, setup, service, and cleanup.
- Offer a variety of menu options to accommodate diverse clientele and dietary needs, including vegetarian, vegan, gluten-free, and allergen-sensitive options.
- Employ professional, trained, and uniformed staff for all catered events.

• Menu and Pricing

- Offer customizable menu packages to meet client preferences and event types.
- Ensure transparency and consistency in pricing, with all fees, taxes, and gratuities clearly identified.

• Food and Beverage Service Standards

- Ensure food safety and sanitation practices meet or exceed local health department requirements.
- Maintain consistency in quality, freshness, and presentation of all food and beverages.
- Offer options for plated service, buffet, stations, or passed hors d'oeuvres, as appropriate for the event.
- Provide alcohol service with trained bartenders.

• Scheduling and Coordination

- Work closely with the MFEC's management team to coordinate event logistics, including load-in/load-out times, kitchen access, and space requirements.
- Submit event orders and staffing plans for each event at least 7 business days in advance.
- Attend pre-event walk-throughs and post-evaluations as requested.

The selected Supplier shall manage the operation of catering, concessions, and any other food and beverage vendor leasing or licensing sales and operations at the MIDFLORIDA Event Center diligently, professionally, and in good faith. The Supplier must aim to maximize Gross Receipts and Net Revenues while ensuring prompt and courteous service to the public on an ongoing and consistent basis.

All food and beverages must be expertly prepared and presented in a professional manner, consistent with public facility industry standards. Hot food shall be served hot, and cold food shall be served cold, in accordance with local, state, and regional mandated standards. HACCP (Hazard Analysis of Critical Control Points) standards shall be utilized for receiving, storing, thawing, chilling, serving, and thermalizing all food.

7. Staffing and Management

Supplier shall maintain adequate, experienced, and qualified staff on duty at all times. Staff must have expertise in administration, supervision, menu planning, dietetics, production, purchasing, service, sanitation, marketing, and equipment use. The Supplier's manager shall be available to meet with clients and Event Center staff as needed and scheduled.

All Supplier employees should be neatly attired in clean uniforms with visible name tag identification while on duty. Management staff must also wear name tags and be dressed professionally (uniforms not required).

8. Training and Development

The supplier must provide ongoing, satisfactory training and development for all employees based on the Florida Department of Business & Professional Regulations and ensure that all staff are trained in safe work habits and proper equipment use. All safety incidents must be reported to the City immediately.

9. Alcohol

The City and Supplier shall co-hold a liquor license valid exclusively for the MIDFLORIDA Event Center except the MFEC reserves the right to temporarily suspend "the exclusivity" of alcoholic beverage service by the Supplier if it is determined to be in the best interest of the MFEC in order to secure certain events where alcohol sales (and who provides it) is dependent on whether or not that said Event can be booked at the MFEC.

The Supplier is responsible for obtaining necessary approvals and paying all associated licensing costs. The license shall always remain the exclusive property of the City. Upon contract termination or expiration, the license shall revert to the City. Supplier must assist in the reassignment process if necessary.

Supplier shall:

- Be the primary server of alcoholic beverages at the Event Center.
- Employ only qualified, state-certified personnel to serve alcohol.
- Exercise prudent judgment to ensure no alcoholic beverages are sold to minors or to those who are actually or apparently impaired.
- Disclose any alcohol violations within the past three years and steps taken to prevent recurrence.
- Securely store all alcoholic beverages.
- Ensure all employees serving alcoholic beverages are at least 21 years of age.
- Record alcohol sales separately from food and non-alcoholic beverage items. The city reserves the right to review documents at any time.
- Comply with all applicable federal, state, and local laws regarding alcohol service.

- The City of Port St. Lucie and/or MFEC management reserves the right to suspend or terminate alcohol service at any time if, in its sole discretion, such service poses a threat to public safety, violates applicable laws, or fails to comply with venue policies. The Supplier shall comply immediately with any such directive.
- Supplier shall promptly report to MFEC management any incident involving alcohol service, including but not limited to: over-intoxication, refusal of service, underage drinking, or injury related to alcohol consumption. A written report must be submitted within 24 hours of the incident.
- In the event of any suspension of the liquor license, Supplier shall, with approval of the City, secure an Interim Caterer/Concessionaire or make other arrangements to ensure the uninterrupted sale of alcoholic beverages. Should the City's commission revenue be adversely affected by a loss of Gross Receipts based upon the performance of the Interim Caterer/Concessionaire or the failure to maintain a liquor license, or should the City suffer a loss of revenues due to the loss of the liquor license, then the City shall be made whole by the Supplier. Supplier and City agree to cooperate to determine an Interim Caterer/Concessionaire. If the Supplier's license to sell alcoholic beverages is cancelled or revoked, the Supplier will be in breach of the established contract and the City may terminate the contract and seek proper damages.

10. Tender Types.

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

11. Past Catering Revenue

Total Estimated Gross Revenues:

- February '21 – December '22 \$1,012,684.74 (2 years)
- January '23 – December '23 \$602,281.21
- January '24 – December '24 \$717,997.19

12. Financial and Reporting Requirements

The Supplier is responsible for the collection, retention, and accounting of all sales monies. Financial procedures and record-keeping must follow GAAP and be available for City inspection and audit. Supplier must:

- Provide a computerized monthly financial statement to the City within ten (10) business days following each month-end.

- Provide an annual report within forty-five (45) business days after each fiscal year-end (September 30), detailing gross receipts, operating expenses, and net revenues.
- Agree to periodic audits or audit reviews by the City or its designee.
- Supplier shall be responsible for all operating expenses regardless of the sufficiency of gross revenues.
- Supplier, utilizing its own funds and accounts, shall order, stock, prepare, pay for, and sell appropriate food and beverages at the MFEC. Title to said food and beverages shall be solely vested in the Supplier. Consumables shall be first quality, wholesome, and pure, and all consumables on hand shall be stored and handled with due regard for sanitation. All specific brands and quantities ordered and on hand must be approved based on public facility industry standards.

13. Catering Commission Fees

The City reserves the right to negotiate commission rates with the selected Supplier; however, the following minimum rates shall apply:

- **Catering Sales: 12% (or greater)**
- **Servers, Concessions, and Other Sales: 10% (or greater)**
- **Alcohol Sales: 15% (or greater)**
- **Gross Sales (kitchen maintenance, utilities, and repairs as needed): 1.75% (minimum)**

These commissions shall be calculated based on gross sales revenue, exclusive of sales tax. Final rates will be determined during contract negotiations and formalized in the agreement executed.

14. Event Center Attendance: Estimated 180,000 annually

15. Number of Event Days:

2022 Attendance 124,068 – 304 event days

2023 Attendance 134,404 – 400 event days

2024 Attendance 139,942 – 413 event days

2025 – October through September 30, 2025 / 121,419 – 414 event days

16. Event Coordination and Service

Supplier must:

- Keep a booking record of all catering functions and share food and beverage details with event center staff prior to each event.
- Conduct a food and beverage tasting as part of the vetting and selection process for the contract. The tasting must represent the Supplier's proposed offerings and demonstrate quality, presentation, and service standards. Designated City and Event Center staff will evaluate the tasting as part of the final assessment prior to awarding the contract. See **Section 8 - Phase 2 (Food Tasting Requirement)** for details.
- Offer food and beverage tastings to clients upon request as part of the event planning process. These tastings should accurately reflect the menu selected for the event and meet the same quality standards expected during live service.
- Address proposed hours and days of operation on weekdays, weekends, and holidays.

17. Health and Safety Compliance

Supplier must:

- Report all fires, unsafe conditions, thefts, and safety hazards to the City immediately.
- Report and remedy any inspection citations or unsafe conditions immediately.
- Notify the City of any fire extinguisher use.
- Maintain sanitation standards for food storage and preparation.
- Meet all local, state, and federal receiving and storage regulations.

18. Equipment

The Supplier will be allowed the use of the City's existing inventory of catering and food service-related equipment (both loose and fixed) and supplies in performance of its contract. All City property shall remain the property of the City through the initial term of the contract and any subsequent renewals and/or extensions. Additionally, the MFEC kitchen and all property contained within are to be used ONLY and exclusively in support of MFEC and/or other City departments and are not to be used for any other purpose without written consent. An inventory verification process will be performed at the onset of the contract and repeated annually, through coordination of the City and Supplier's employees. Deficiencies must be reported annually. Upon termination of the contract, inventory of said equipment and supplies will be conducted by the City and the Supplier, with the Supplier reimbursing the City for the replacement cost of missing or damaged equipment and/or supplies, with normal missing, wear and tear expected.

The supplier is responsible for the following:

- Routine cleaning of all kitchen equipment and smallwares.
- Proper use and care of equipment and facilities per manufacturer specifications.
- First-level preventive maintenance.
- Safe use and storage of all chemicals.

- Cleaning of the hood exterior and interior surfaces and filters below the ceiling level.
- Operating a secure electronic point of sale (POS) system during all business hours. Supplying the POS system and the method of connectivity is the sole responsibility of the catering company.
- Furnishing and maintaining necessary office equipment (computers, printers, copiers, etc.).

19. Facilities and Facility Maintenance.

Due to the fault or neglect of the Supplier, the Supplier shall be responsible for any damages to the Kitchen and kitchen equipment and smallwares. Compensation for any misuse by the Supplier shall be paid to the City by the Supplier within thirty (30) days of the determination or prior to any renewal of the Agreement, whichever is earlier.

The City shall, at the City's expense, provide maintenance personnel and maintenance services, parts, and supplies required to properly maintain the building.

20. Housekeeping, Trash Removal, and Sanitation.

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

21. Housekeeping and Sanitation Services.

The Supplier must dispose of all food service refuse, waste, and byproducts in a manner compliant with all applicable statutes, ordinances, codes, and regulations. The MFEC will provide appropriate on-site waste receptacles for this purpose; however, it is the Supplier's responsibility to ensure proper use, segregation (e.g., recycling), and timely disposal into designated containers.

- **Housekeeping.** At a minimum, the Supplier shall provide housekeeping, cleaning, and sanitation service, which includes necessary commercial equipment and supplies for the kitchen and other food service areas and food service equipment.
- **Cleaning and Sanitation Schedules.** The Supplier shall develop, implement, and update cleaning and sanitation schedules for all kitchen equipment and food service areas as assigned. Cleaning must always be sufficient to provide protective maintenance against unnecessary deterioration and provide a clean and neat appearance.
- **Housekeeping Sanitation.** The Supplier shall be responsible for:
 - Routine cleaning of the hoods, filters and pipes.

- Providing, cleaning and maintaining an adequate inventory of employee uniforms, aprons, towels and other related catering service items.

22. Food Handler Certificates.

The Supplier shall be responsible for providing food handler certificates and/or medical examinations required by law and shall make such records available for review upon the City's request. The Supplier shall, through daily 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.

23. Supplier Employee Sanitation.

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

24. Grease Storage Areas.

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

25. Trash Disposal.

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

26. Licensing, Permits, Taxes.

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

The Supplier must comply with all applicable federal, state, and local laws, including but not limited to employment, compensation, OSHA regulations, sanitation, and food safety. Supplier shall:

- Act as an independent Supplier, not an agent of the City.
- Maintain unemployment insurance, workers' compensation, health exams, permits, and licenses as required by law.

- Pay all employees a lawful wage and bear all business-related costs, including permits, licenses, and applicable taxes.
- Comply fully with Florida Statutes Chapter 561.701-706 and all OSHA standards.
- Provide updated copies of all necessary licenses and permits to the City at each renewal.
- Supplier must maintain secure chemical storage, separate from food items, in compliance with local, state, and federal regulations. All food must meet Florida DBPR, USDA, and FDA standards.

27. Network and Internet Access.

The Supplier shall be solely responsible for securing and paying for any internet or network services required to support their operations. This includes, but is not limited to, services necessary for point-of-sale systems, digital menus, or music streaming. The MFEC does not provide internet connectivity for Suppliers, and any required access must be arranged independently with a local internet service provider.

28. Utilities.

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

29. Parking.

Parking will be made available to Supplier's personnel.

30. Security.

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

31. Key/Card Door & Gate Access System.

In order to provide appropriate control, the City shall provide food service staff with either keys or access cards for points of egress at the Event Center. The Supplier shall be responsible for the cost of replacing lost or damaged keys and/or access cards; the cost of re-keying; and the cost of replacement of locking cylinders as a result of the Supplier's 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.

32. Pest Control.

The City shall provide pest control services to food service areas and the kitchen.

33. Customer Service Expectations.

The Supplier shall provide excellent customer service at all food service events, which shall include but not be limited to, clear menu signage and trained staff to answer questions and respond to food service special circumstances and dietary needs. The Supplier will ensure food services have a trained and experienced staff to provide immediate response to customers via telephone, email, website, and in person, regarding issues of food services at all times. The Supplier shall inform the City of any customer issues.

34. Retained Rights and Responsibilities.

The **City of Port St. Lucie**, through the **MIDFLORIDA Event Center (MFEC)**, retains the following rights and responsibilities, which shall remain in full effect throughout the term of any agreement with the Supplier:

- The right to inspect the kitchen, food service areas, and any food or beverage items being prepared, served, or stored on the premises, at any time, without prior notice.
- The right to review and approve the Supplier's designated location manager or primary on-site representative.
- The right to establish and enforce policies that prohibit the sale, distribution, or provision of specific food items, beverages, or merchandise on City property, at the City's sole discretion.
- The right to temporarily suspend "the exclusivity" of alcoholic beverage service by the Supplier if it is determined to be in the best interest of the MFEC to secure certain events where alcohol sales (and who provides it) is dependent on whether or not that said Event can be booked at the MFEC.
- The right to **grant authorization to other approved vendors or entities to sell, distribute, or serve alcoholic beverages** at events or on City property, regardless of the Supplier's existing agreement. This includes City-sponsored events, community festivals, or any occasion where MFEC deems alternate alcohol service necessary or appropriate.

35. Staffing / Personnel.

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

36. Supplier Conduct.

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

37. ADA.

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

38. Employment Laws.

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

39. Background Checks.

- Supplier maintains full responsibility for the actions of their employees and will be fully responsible for enforcing and implementing an appropriate background check process. Disqualifying convictions or charges include, but are not limited to, sexual offenses, criminal/violent offenses, and drug offenses.
- 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:
 - 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);
 - Nationwide sex offender search; and
 - A Social Security number check.
- The background checks shall be at the Supplier’s expense.

40. Renovations.

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

41. Personal Property.

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

3. Instructions to Proposers

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

By submitting a response to the RFP, the Proposer is acknowledging that the Proposer:

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

3.1. General Information and Instructions

3.1.1 Familiarity with Laws and Regulations

It is the responsibility of responding Proposers 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 it from Contract responsibility.

3.1.2 Restrictions on Communicating with Staff/ Cone of Silence

From the issue date of this RFP until the time of City Council's approval of the award or the City Manager's approval when proposal amount is below the required formal solicitation threshold (or the RFP is officially canceled), Proposers are not allowed to communicate for any reason with any City staff or elected officials except through the Issuing Officer named herein, during the Bidders'/Offerors' conference (if any), as defined in this RFP, 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 Proposer violating this provision. Further information on this topic can be found on the Cone of Silence and RFP Communication Document.

3.1.3 Submitting Questions

All questions concerning this RFP must be submitted in writing on the OpenGov Platform during the Question and Answer open period. Please select the Question and Answer tab in the RFP project and click the "Ask Question" option. Once the question has been entered, select the "Submit Question" button. Enter a subject in the Subject field and then type the question in the Question field below. Once finished, select "Submit." No questions other than written will be accepted. No response other than written will be binding upon the City. All Proposers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Proposers 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.

3.1.4 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 locations referred to in "Schedule of Events," of this RFP. Unless indicated otherwise, attendance is not mandatory, although Proposers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Proposers must attend the conference in its entirety to be considered eligible for Proposers award. The Proposer 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 Proposers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

3.1.5 The City's Right to Request Additional Information- Proposer's Responsibility

Prior to Contract award, the City must be assured that the selected Proposer has all 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 Proposer any information deemed necessary to determine the Proposer's responsibility. If such information is required, the Proposer will be notified and will be permitted approximately ten (10) business days to submit the information requested.

3.1.6 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 RFP will not be considered. Proposer's response must be complete in all respects, as required in each section of this RFP.

3.1.7 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 Proposer'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. The City reserves the right to waive mandatory requirements, provided that, all the otherwise Responsive proposals failed to meet the mandatory requirements and/or doing so does not otherwise materially affect the procurement of requested commodities and/or services. It is also within the right of the City to reject responses **that do not contain all elements and information requested in this RFP**. A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a Material

Deviation from the RFP requirements, which determination will be made by the City in its sole discretion and on a case-by-case basis.

NOTE: The City reserves the right to reject the Bid of any Proposer who has previously failed in the performance of an award, to deliver contracts of a similar nature on time, or who is not in a position to perform properly under this award. 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 section 287.133, Florida Statutes, for further information regarding business transactions with companies that have been convicted of public entity crimes.

3.1.8 The City's Right to Amend and/or Cancel the RFP

The City reserves the right to amend this RFP. All revisions must be made in writing prior to the RFP closing date and time. If a responding entity discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it 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. 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 RFP known to it, or an error or ambiguity that reasonably should have been known to it, it shall not be entitled to additional time by reason of the error/ambiguity or its late resolution. By submitting a response, the Proposer shall be deemed to have accepted all terms and agreed to all requirements of the RFP (including any revisions/additions made in writing prior to the close of the RFP, whether or not such revision occurred prior to the time the Proposer submitted its response), unless expressly stated otherwise in the Proposer's response. THEREFORE, EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING THE REVISED RFP AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE PRIOR TO THE CLOSE OF THE RFP. All Notice(s) to Proceed with Negotiations and/or Notice of Intent to Award (NOIAs) will be posted as referenced in Section 7.8 - "Public Award Announcement," of this document. **Finally, the City reserves the right to amend or cancel this RFP at any time.**

3.1.9 Assigning of the Contract & Use of Subcontractors

Except as may be expressly agreed to in writing by the City, Proposer shall not assign, sell, transfer, or otherwise dispose of the awarded Contract or any portion thereof, or of the work provided for therein, or of its right, title, or interest therein, to any person, firm, or corporation without the prior written consent of the City.

Each Proposer shall list all subcontractors and the work provided by the suppliers in the area provided on the Bid Reply Sheet. The successful Proposer(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish

the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such a list shall be accompanied by an experience statement for each such subcontractor, supplier, person, or organization, if requested by the City. The City, if after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, the City may, before the Notice of Intent Award is given, request apparent successful Proposer to submit an acceptable substitute without an increase in Bid price.

If the apparent successful Proposer(s) declines to make any such substitution, the City may award the Contract to the next acceptable Proposer(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Proposer(s). Any subcontractor, supplier, other person, or organization listed and to whom the City does not make written objection prior to the giving of the Notice of Intent to Award, shall be deemed acceptable to City, subject to revocation of such acceptance after the effective date of the Contract.

No subcontract which Proposer enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Proposer of any responsibility, obligation, or liability under the Contract, and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Proposer under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the City. The City shall have the right to request the removal of a subcontractor from performing work under the Contract at any time, with or without cause.

3.1.10 Proposal of Additional Services

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

3.1.11 Protest Process

Proposers should familiarize themselves with the procedures set forth in City Code of Ordinances, [Section 35.15](#). By submitting a response to this RFP, the Proposer certifies that it is on notice of Section 35.15, understands the procedures set forth therein, and acknowledges it is bound by the protest process therein.

3.1.12 Costs for Preparing Responses

Each Proposer'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.

3.1.13 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, 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 NOT to 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: Even though information (financial or other information) submitted by a Proposer may be marked as "confidential," "proprietary," etc., the City will make its own determination regarding what information may or may not be withheld from disclosure. Proposers should review [Chapter 119, Florida Statutes](#) for all updates before requesting exceptions from Chapter 119.

3.2. Submittal Instructions

Submittal Instructions to Electronic Bidding System

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

3.2.1. RFP Released

The release of the RFP is through the posting of this project in OpenGov, the City's electronic bidding system. Each Proposer interested in competing to win a Contract award must complete and submit a response to this RFP in OpenGov. Therefore, each Proposer MUST carefully review the submittal instructions.

3.2.2. RFP Review

The RFP 20250193 consists of the following: this document, entitled "MIDFLORIDA Event Center Catering Contract," and any and all information included in the RFP, as posted to OpenGov, including any and all documents provided by the City as attachments to the RFP or links contained within the RFP or its attached documents.

Please carefully review all information, including all documents available as attachments or available through links. Any difficulty accessing or opening provided links or documents should be reported immediately to the Issuing Officer.

3.2.3. Preparing a Response

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

1. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
2. Proofread your response and make sure it is accurate and readily understandable.
3. Label any and all uploaded files using the corresponding section numbers of the RFP as specified by the City.
4. 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 Proposer's response may be considered incomplete and disqualified from further consideration.
5. Use commonly accepted software programs to create electronic files. The City has the capability of viewing documents submitted in the following formats: Microsoft Office and portable document format file (PDF). Unless the RFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer, Kevin Eggleston, 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 Proposer, the Contractor's response will be considered incomplete and disqualified from further consideration.

3.2.4. Reviewing, Revising, or Withdrawing a Submitted Response

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

A. REVIEW AND REVISE. Proposers may modify their submittal electronically via the City's electronic bidding system at any time prior to the scheduled due date and time for submission. In order to revise, the Proposer must navigate to their submitted response via the City's electronic bidding system and then click "Unsubmit Response." At this point, Proposer's response is no longer submitted. Proposer should make the changes required and promptly re-submit its response before the submission date and time.

B. WITHDRAW. Proposers may withdraw their submittal electronically via the Portal at any time prior to the scheduled due date and time for submission. In order to withdraw, the Proposer must navigate to their submitted proposal via the City's electronic bidding system and then click "Unsubmit Response". In the event a Proposer desires to withdraw its response after the closing date and time, the Proposer must submit a request in writing to the Issuing Officer.

3.3. Proposal Format

Instructions to Respondents

The Respondent's proposal must be submitted in accordance with these instructions. Failure to follow these instructions may be cause for rejection of the proposal. For ease of review, submittals should be tabbed and divided in accordance with the sections outlined below with pages sequentially numbered. Submittals should be concise, provide only the information requested, and adhere to the page limits if applicable set forth herein.

Proposals must include the following information in this order:

Title Page

Title Page shall show the request for proposal's subject, title, and proposal number; the Contractor's firm's name; the name, address, and telephone number of a contact person; and the date of the proposal.

Table of Contents

To facilitate organization and efficient review of proposal submittals, Respondents must include a Table of Contents that clearly identifies all items required under Tabs 1-5.

Tab 1- Proposal Factors

1. Proof of continuous ownership and operation for at least five (5) years (e.g., Sunbiz record, business license).
2. Brief company overview including founding date, services offered, and relevant catering/food service experience.
3. Six (6) catered event references (minimum 150 guests each):
 1. Three (3) buffet service events
 2. Three (3) plated service events
 3. For each, include: client name, event type, date, guest count, and contact details (name, title, phone, email)

Tab 2 - Organizational Capacity

1. Describe the management and reporting structure specific to this contract.
2. Indicate the percentage of your current employees who reside in the City of Port St. Lucie or St. Lucie County.
3. Indicate the percentage of your vendors who are based in the City of Port St. Lucie or St. Lucie County.
4. List which levels of staff receive training and the method of delivery (e.g., online, in-person).

5. Describe training frequency and topics related to safety and sanitation.
6. Provide an overview of your company's HACCP (Hazard Analysis and Critical Control Points) program.
7. State your company policy on ServSafe certification, including which roles require it and how compliance is tracked.
8. Describe your approach to daily cleaning, sanitation, and general care of assigned kitchen and food service areas. Include procedures for ensuring compliance with health and safety standards.
9. Outline your preventive and routine maintenance protocols for food service equipment. Include your current maintenance schedule, responsible personnel, and procedures for addressing urgent repairs or breakdowns.

Tab 3 - Commission Rates

1. Provide proposed commission rates (as a percentage of gross sales) for each of the following categories:
 1. Catering Sales
 2. Concession Sales
 3. Alcohol Sales
 4. Floral, Decorating, or other Food & Beverage Vendor Leasing/Licensing
 5. Catering/Concessions for City Agency Events Offsite (using City facilities or equipment)

Tab 4 - Catering / Concessions Operations

1. Describe your process for accommodating client-driven menu changes or seasonal updates for both catering and concessions.
2. Provide one example where you adapted your menu to retain a client. Include the situation, what changed, and the result.
3. Outline the range of your catering capabilities including:
 1. Event size
 2. Types of cuisine offered
 3. Service styles (e.g., buffet, plated, stations)
4. Describe the range of concessions you provide to current clients.
5. Attach a copy of your most recent catering menu.

6. Provide a sample catering agreement used for your clients. Redact sensitive information if necessary.
7. Identify what you consider to be the top elements of a successful catering event (e.g., staffing, timing, communication, etc.).
8. Report the number of catered events & the number of concession events serviced in your last full fiscal year.
9. Provide a sample client invoice showing typical food and beverage pricing, taxes, and any applicable service charges.
10. Describe your billing approach, including tools or systems used to streamline invoicing.
11. Explain how your strategy supports client satisfaction, repeat business, and billing accuracy.

*All required **Additional Proposal Mandatory Forms** must be completed and included with the submitted proposal. The **Mandatory Forms** are available in **Section 11 – Vendor Submission Requirements and Attestations** and can be downloaded, filled out, and uploaded in the designated fields within the project on OpenGov.

4. General Insurance

The Proposer 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 and 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 Proposer 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 immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, 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, and/or 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.

4.1. Indemnification/Hold Harmless

Contractor agrees to indemnify, defend, and hold harmless, the City, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses, and expenses including, but not limited to, attorney's fees for personal, economic, or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have arisen from the negligent acts, errors, omissions or other wrongful conduct of Contractor, agents, laborers, subcontractors or other personnel entity acting under Contractor control in connection with the Contractor's performance of services under the Contract. To that extent, Contractor shall pay any and all such claims and losses and shall pay any and all such costs and judgements which may issue from any lawsuits arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorney's fees expended by the City in defense of such claims and losses, including appeals. That the aforesaid hold-harmless agreement by Contractor shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Contractor or any agent laborers, subcontractors, or employee of Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages. 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 the Contract.

4.2. Workers' Compensation Insurance & Employer's Liability

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

4.3. Commercial General Liability Insurance

The Contractor/Vendor shall agree to procure and maintain Commercial General Liability insurance, 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

4.4. Additional Insured

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to 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.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance 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 for Commercial General Liability and Business Auto Liability policies. 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 shall be listed as additional insured and include Contract #20250193 - MIDFLORIDA Event Center Catering."** Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) days written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984, Attn: Procurement. 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 endorsement shall be attached to the Certificate of Insurance.

4.5. Business Automobile Liability Insurance

The Vendor shall agree to 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 Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Vendor 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.

4.6. Waiver of Subrogation

By entering into this Contract, the Vendor agrees 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 the Vendor 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 Vendor enter into such a Contract on a pre-loss basis.

4.7. Deductibles

All deductible amounts shall be paid for and be the responsibility of the Vendor for any and all claims under this Contract. Where an SIR or deductible exceeds \$5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

4.8. Compliance

It shall be the responsibility of the Consultant to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the

responsibility of the Consultant to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language “when required by written contract”. If the Consultant, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant/independent contractor/subcontractor.

The Consultant 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 is not obligated, 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 Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

4.9. Professional Liability Insurance

Consultant shall agree to 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 is not obligated, to review and request a copy of Consultant’s most recent annual report or audited financial statement. For policies written on a “Claims-Made” basis, Consultant warrants that 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, Consultant 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.

4.10. Requirements for Insurance

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, as identified herein. 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 and endorsements are provided.

4.11. Liquor Liability Insurance

The Contractor shall procure and agree to maintain Liquor Liability Insurance throughout the term of this Agreement, for the serving and selling of intoxicating beverages with limits of \$1,000,000 per occurrence. Coverage shall on apply on a primary and non-contributory basis. City shall be listed as an Additional insured. A waiver of subrogation must be provided in favor of the City.

5. Certification

5.1. Certification

Proposal Certification

By responding to this solicitation, the Proposer 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 Proposer and the City; and
2. That the Proposer guarantees and certifies that all items included in the Proposer's response meet or exceed any and all of the solicitation's identified specifications and requirements, except as expressly stated otherwise in the Proposer's response; and
3. That the response submitted by the Proposer 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 Proposer's offer may be held open for a lengthier period subject to the Contractor's consent; and
4. That the Proposer'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. Proposer understands and agrees that collusive bidding is a violation of City ordinance and state and federal laws and can result in fines, prison sentences, and civil damage awards.

6. RFP Proposal Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. 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 Proposers may have available; rather, the Proposers shall propose to meet the City's needs as defined in this RFP. All claims shall be subject to demonstration. Proposers are cautioned that conditional proposals, based upon assumptions, may be deemed non-Responsive.

Unless requested otherwise, all responses must be provided in the format identified in the Section 3.2 - "Submittal Instructions." Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Proposer's response.

By submitting a proposal, the Proposer acknowledges the detailed technical requirements and related services for this Sourcing Event.

6.1. Technical Proposal Introduction

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

6.2. Proposer General Information

Each Proposer must complete all the requested information in the **Proposer's General Information Worksheet** in the Vendor Submission Requirements and Attestations Section.

6.3. Mandatory Requirements

As noted in the preceding section, this RFP contains mandatory requirements (e.g. product specifications, service or quality levels, staff requirements, experience or license requirements, etc.) which must be met by the Proposer in order to be considered Responsive, and, therefore, eligible for Contract award. These mandatory requirements will be defined in one or more of the following ways:

1. Requirements in this RFP document.
2. Requirements contained in any attachment to the Sourcing Event, including any Mandatory Forms, Electronic Acknowledgements, and Proposal.
3. Copy of Current Insurance Certificate, Licenses, required Certifications, 3 years of Financial Statements, etc.

A Pass/Fail evaluation will be utilized for all mandatory requirements. Please review the Sourcing Event and its attachments carefully and respond as directed.

Some requirements may require a "Yes" or "No" response. Ordinarily, to be considered Responsive, Responsible, and eligible for award, all requirements identified as mandatory must be marked "Yes" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirements (e.g., responding "NO" that the Proposer does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the Proposer's response, except as otherwise provided in Section 8 - "Evaluation and Award," of this RFP. Please note some requirements may require the Proposer to provide product sheets or other technical materials.

It is strongly encouraged that all Proposers review all documents that are electronically attached to this RFP. Reviewing the documentation ensured that Proposers understand the full scope of the City's request.

6.4. Additional Information

Please access and review all the attachments provided by the City within the Project. If supplemental materials are requested by the City to be submitted by the Proposer as part of the technical proposal, the Proposer should upload these additional materials as directed by the City.

7. 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 RFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of the section “Scoring Criteria,” of this RFP. Once the evaluation process has been completed (and any negotiations the City desires to conduct have occurred), the apparent successful Proposer(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 RFP as described further in section “Public Award Announcement” of this RFP.

7.1. 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 the deadline.
2. Proposal is complete and contains all required documents.

7.2. Best Value Analysis- See City Code of Ordinances, Section 35.12.

The following criteria will be used to select the bid that will provide the best value to the City:

1. Skill, workmanship, experience, and past performance demonstrated by the bidder or proposer in performing the same type of work or services as those sought by the City, or the experience, expertise and quality of services demonstrated by the bidder or proposer for professional, consulting and other services;
2. Ability to meet the minimum qualifications or requirements of the solicitation;
3. Adherence to specifications, design, or the approach to the project or study, as applicable;
4. The Proposer's capacity to perform in terms of personnel, equipment, facilities, licensing, and ability to meet time requirements and schedules;
5. The Proposer's capacity to perform in terms of financial viability, ability to provide required insurance and business tax receipts, and bonding capacity, if applicable;
6. Prices, costs, or rates in relation to the goods, supplies, materials, equipment or services sought to be procured, except as provided by Consultant's Competitive Negotiation Act (CCNA), as applicable. Lowest price is not the sole determining factor of best value;

7. Life cycle costs of the goods, supplies, materials, equipment or services to be procured;
8. Any other factor specific to the particular solicitation that is specifically described in the procurement solicitation document;
9. City Code of Ordinances, [Section 35.14](#), Local Preference in Purchasing or Contracting;
10. The total cost of ownership of the products or services and their impact on the City's budget in future years.

The element of price is but one of the criteria elements. When considering a proposal, the City will:

1. Evaluate the pricing offered by the Proposer; consider lifecycle costing, depreciation, and service contracts.
2. Determine what proposal provides the best value to the City.

Value Added: The amount or dollar value of a service that the Proposer may be able to provide the City:

1. Value added may be an actual amount given to the City as a signing bonus.
2. Value added may be equipment or services given to the City. In this case, the value will be determined by the City for the goods or services, not the Proposer.

Any prior conviction for bribery, theft, forgery, embezzlement, falsification, or destruction of records, antitrust violations, honest services fraud or other offenses indicating a lack of business integrity or honesty; or any prior violation of the City's ethical standards may be considered when determining best value and may result in a Contractor not being awarded the project.

See City Code of Ordinances, [Section 35.12](#).

7.3. Evaluating Proposal Factors

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

1. Review of Mandatory and Mandatory Scored Questions

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory RFP 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 RFP 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 and will be scored in accordance with the point allocation in "Scoring Criteria," of this RFP.

The Proposer will receive a total technical score at the conclusion of the evaluation of the RFP Proposal Factors.

7.4. Local Preference in Purchasing or Contracting (City Code of Ordinances, Section 35.14)*

Except where otherwise provided by federal or state law, other funding source restrictions, or as otherwise set forth in the purchasing policy, the City 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:

1. Local Businesses which meet all the criteria for a Local Business as set forth in this section (City Code of Ordinances, Section 35.14), shall be given a preference in the amount of five percent (5%) of the total score of the Local Business.
2. The City Procurement Management Division shall have the sole discretion to determine if a Contractor meets the definition of a "Local Business."

2. Limitations

1. 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 Procurement Manual.
2. The provisions of this section shall not apply where prohibited by Federal or Florida law or where prohibited under the conditions of any grant.
3. The provisions of this ordinance shall not apply to any purchase exempted from the provisions of the City of Port St. Lucie Procurement Manual.
4. The provisions of this ordinance shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), Section 287.55, Florida Statutes.
5. The provisions of this section shall not apply to any procurement where the local nature of a business has been addressed through the scoring criteria.

* Please review [City Code of Ordinances, Section 35.14](#), for the full governing ordinance.

7.5. Negotiations of Proposals and/or Cost Factors

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

1. Overview of Negotiations

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

After each round of negotiations (if any), the Proposer must submit revisions to its proposal factors, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Proposers. Proposers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the proposer cannot be considered Responsive and Responsible or based on the competitive range as defined in "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.

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.

a. Negotiation Invitation: Those Proposers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Proposers will be notified in writing:

1. The general purpose and scope of the negotiations;
2. The anticipated schedule for the negotiations; and
3. The procedures to be followed for negotiations.

b. Confirmation of Attendance: Proposers who have been invited to participate in negotiations must confirm attendance.

c. Negotiations Round(s): One or more rounds of negotiations may be conducted with those Proposers identified by the City's Evaluation Team.

3. Competitive Range

If the City elects to negotiate, the City may either (1) elect to negotiate with all Responsive and Responsible Proposers, (2) limit negotiations to those Proposers identified within the competitive range, or (3) limit negotiations to the number of Proposers with whom the City may reasonably negotiate as defined below. In the event the City elects to limit negotiations to those Proposers identified within the competitive range, the City will identify the competitive range by (1) ranking Proposers' proposals from highest to lowest based on each Proposer'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 Proposers 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 Proposers as determined by the Total Combined Score.

4. Negotiation Round Completion

As part of each round of negotiation, the City may or may not engage in verbal discussions with the Proposers. However, whether or not the City engages in verbal discussions, any revisions the Proposer 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 Proposers. Revisions which are not received prior to the due date and time cannot be considered; however, any Proposer failing to submit timely revisions will not be disqualified from consideration for award based on its final proposal as accepted by the City.

7.6. Selection and Award- Single Award

The City reserves the right to: (a) waive minor irregularities, variances, or non-material defects in a response; (b) reject any and all responses, in whole or in part; (c) request clarifications from Proposers; (d) request resubmissions from all Proposers; (e) award in whole, in part; or by line item; and (f) take any other action as permitted by law. The City reserves the right to provide for similar and/or additional services from other companies if the City so deems necessary. If the City elects to exercise this right, the Contract awarded under this solicitation shall remain in effect as to all terms, agreements, and conditions without penalty or diminution of ongoing services as contained therein. Proposer agrees and understands that any Contract awarded pursuant to this solicitation shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services, or award more than one Contract under this solicitation, at its sole option.

The Responsive and Responsible Proposer 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.

7.7. Site Visits, Samples, and Oral Presentations

The City reserves the right to conduct site visits or to invite Proposers to present their proposal factors/technical solutions to the Evaluation Team. Unless prohibited by federal, state, county, local laws and/or ordinances, or an applicable grant, all Proposer requested presentations shall be performed in an in-person meeting. An oral presentation or product demonstration is not a negotiation and Proposers are not permitted to revise their responses as part of the presentation and/or demonstration. Cost proposals and related cost information must not be discussed during the oral presentation of the Proposer'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 in Section "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 Proposer's expense. Request for the return of samples must be made within thirty (30) days following opening of proposals. Each individual sample must be labeled with Proposer's name, RFP number, and item number. Failure of Proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the RFP. Unless otherwise indicated, samples should be delivered to the Procurement Management Division.

7.8. Public Award Announcement

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award ("NOIA") on the Electronic Bidding System. The 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 35.15, and final approval by the City Council at a publicly noticed meeting. The NOIA (if any) will identify the apparent successful Contractor(s) and unsuccessful Contractor(s). NO CONTRACTOR SHOULD ASSUME PERSONAL NOTICE OF THE NOIA WILL BE PROVIDED BY THE CITY. INSTEAD, ALL CONTRACTORS SHOULD FREQUENTLY CHECK THE ELECTRONIC BIDDING SYSTEM FOR NOTICE OF THE NOIA.

8. Scoring Criteria

8.1. Phase 1

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p>Proposal Factors</p> <ol style="list-style-type: none"> 1. The Supplier must currently own and operate the proposed business and have done so continuously for a minimum of five (5) years. Please provide documentation verifying this, along with a brief overview of your company history and your experience in the food service industry. 2. Please provide six (6) client references with contact information for catered events with a minimum of 150 guests each. Please submit three (3) that were buffet service and three (3) that were plated service. 	Points Based	10 <i>(12.5 % of Total)</i>
2.	<p>Organizational Capacity</p> <ol style="list-style-type: none"> 1. Provide management reporting structure through the organization for this overall account. 2. What percentage of your employees are City of Port St. Lucie or St. Lucie County residents? 3. What percentage of your vendors that supply your goods and services are City of Port St. Lucie or St. Lucie County businesses? 4. Which levels of personnel receive training and how (medium) is it delivered? Please note the type and frequency of training programs and mandated procedures that support safety, and sanitation. Include a description of your company's HACCP program. Include your company policy regarding ServSafe certification for employees. 5. Supplier is responsible for the proper use, care, and regular cleaning of all assigned kitchen and food service areas. Please describe your plan for maintaining these spaces. 6. The Supplier shall be responsible for performing routine and preventive maintenance on all existing and newly installed equipment to ensure safe, efficient, and uninterrupted operations. Please describe the maintenance procedures and schedule currently in place within your existing operations. 	Points Based	15 <i>(18.8 % of Total)</i>

<p>3. Commission Rates</p>	<ol style="list-style-type: none"> 1. Commission Rate Proposal- Catering Sales 2. Commission Rate Proposal- Concession Sales 3. Commission Rate Proposal- Alcohol Sales 4. Commission Rate Proposal- Floral Sales, Decorating Sales, or any other food and beverage vendor, leasing or licensing by Supplier 5. Commission Rate Proposal- Food and Beverage Sales for Supplier's use of City's facilities and/or equipment to engage in, or provide, catering or concessions for City agency functions that occur off Event Center premises. <p>The Commission Rate will be evaluated objectively to ensure fairness and transparency.</p> <ol style="list-style-type: none"> 1. Base Points: Vendors that meet the City's minimum required commission rate will automatically receive 10 points. 2. Additional Points: Vendors will earn 1 additional point for each full percentage point above the minimum commission rate, up to the maximum of 20 points. 3. Additional points will only be awarded in whole percentage increments above the minimum commission rate; partial percentages (e.g., 0.5%) will not receive additional points. <table border="1" data-bbox="203 1003 1258 1843"> <thead> <tr> <th>Vendor Commission Rate</th> <th>Evaluation Points Awarded</th> </tr> </thead> <tbody> <tr> <td>Meets minimum rate</td> <td>10 points</td> </tr> <tr> <td>Minimum + 1%</td> <td>11 points</td> </tr> <tr> <td>Minimum + 2%</td> <td>12 points</td> </tr> <tr> <td>Minimum + 3%</td> <td>13 points</td> </tr> <tr> <td>Minimum + 4%</td> <td>14 points</td> </tr> <tr> <td>Minimum + 5%</td> <td>15 points</td> </tr> <tr> <td>Minimum + 6%</td> <td>16 points</td> </tr> <tr> <td>Minimum + 7%</td> <td>17 points</td> </tr> <tr> <td>Minimum + 8%</td> <td>18 points</td> </tr> <tr> <td>Minimum + 9%</td> <td>19 points</td> </tr> <tr> <td>Minimum + 10% or more</td> <td>20 points (maximum)</td> </tr> </tbody> </table>	Vendor Commission Rate	Evaluation Points Awarded	Meets minimum rate	10 points	Minimum + 1%	11 points	Minimum + 2%	12 points	Minimum + 3%	13 points	Minimum + 4%	14 points	Minimum + 5%	15 points	Minimum + 6%	16 points	Minimum + 7%	17 points	Minimum + 8%	18 points	Minimum + 9%	19 points	Minimum + 10% or more	20 points (maximum)	<p>Points Based</p>	<p>20 (25% of Total)</p>
Vendor Commission Rate	Evaluation Points Awarded																										
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Minimum + 7%	17 points																										
Minimum + 8%	18 points																										
Minimum + 9%	19 points																										
Minimum + 10% or more	20 points (maximum)																										

<p>4. Catering / Concession Operations</p>	<ol style="list-style-type: none"> 1. Describe your process and willingness to accommodate client-driven menu changes or seasonal updates for catering and concessions. 2. Provide an example of a time you had to adjust or pivot your menu in order to retain a client. What was the situation and outcome? 3. Describe the range of catering services you offer, including event size, cuisine types, and service styles (e.g., buffet, plated). 4. Describe the range of concessions you provide to your current clients. 5. Please provide a copy of your most recent catering menu. 6. Please provide a copy of your most recent catering contract for your clients. 7. What do you consider the most important elements of a successful catering event? 8. Please provide the number of catered events you serviced in your last fiscal year of operation. 9. Please provide the number of concession events you serviced in your last fiscal year of operation. 10. Please provide a sample invoice that includes food and beverage pricing, applicable taxes, and any service charges. 11. Describe your invoicing strategy, including any methods you use to simplify billing for clients and how this approach supports client retention or encourages repeat business. 	<p>Points Based</p>	<p>30 (37.5 % of Total)</p>
<p>5. Local Preference</p>	<p>In accordance with Ordinance 35.14. The five percent (5%) local preference will be applied to the final combined score after all phases of evaluation, including the Food Tasting Requirement, have been completed.</p>	<p>Points Based</p>	<p>5 (6.3% of Total)</p>

8.2. Phase 2

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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<p>1.</p>	<p>Food Tasting Requirement</p> <p>As part of the evaluation process, the top three (3) shortlisted vendors will be invited to participate in a mandatory food tasting at the MIDFLORIDA Event Center. The tasting will represent each vendor’s proposed offerings and demonstrate quality, presentation, and service standards.</p> <p>The tasting will be conducted and scored by the City’s Evaluation Committee using the Tasting Score Card published with this solicitation. Each Committee member will score independently, with results averaged and normalized to a maximum of 20 points.</p> <ul style="list-style-type: none"> ● Purpose: To evaluate culinary capabilities, presentation, and ability to meet the standards of the MIDFLORIDA Event Center. ● City-Provided Setup: One 72” round table with black linen; glassware, plates, and silverware; access to the warming kitchen (warming cabinet, refrigerator, ice machine, prep tables, sink). ● Vendor Requirements: <ul style="list-style-type: none"> ○ Tasting menu with descriptions ○ Two appetizer options ○ Two entrée options (one vegetarian) ○ One dessert option (optional) ○ Linen napkins, banquet uniform, and service setup (chafing dishes, Sterno) ○ Portions should be tasting-sized, not full meal portions ● Logistics: Conducted at the MIDFLORIDA Event Center, 	<p>Points Based</p>	<p>20 <i>(100% of Total)</i></p>
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	<p>date/time set by Procurement; there will be 5 participants expected to attend the tasting.</p> <ul style="list-style-type: none">● Allergen Disclosure: Clearly identify any common allergens in the dishes (e.g., peanuts, gluten, shellfish). This disclosure is for awareness only and will not impact scoring.● Scoring: Each evaluator will score independently using the published Tasting Score Card. Scores will be averaged across evaluators and normalized to a maximum of 20 points. <p>Participation in the tasting is mandatory for shortlisted vendors. Failure to participate will result in disqualification.</p>		
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9. Contract Terms and Conditions

The contract that the City expects to award as a result of this RFP will be based upon the RFP, the successful Proposer's final response as accepted by the City, and all applicable Contract terms and conditions, which can be downloaded from from Attachments Section listed as **Attachment A – Sample Contract**. The "successful Proposer's final response as accepted the City," shall mean: the final cost and technical proposals submitted by the awarded Proposer and any subsequent revisions to the awarded Proposer'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 RFP, and any other terms deemed necessary by the City, except that no objection or amendment by the Proposer to the RFP requirements or the Contract terms and conditions shall be incorporated by reference into the contract unless the City has explicitly accepted the Proposer's objection or amendment in writing.

Please review all City attached documents and attached links prior to submitting a response to this RFP. Proposers should plan on all expressed requirements within this RFP and City attached documents and links contained in this posted solicitation as being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposers. 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 Proposer acknowledges its acceptance of the RFP specifications, and the Contract terms and conditions without change. If a Proposer takes exception to a Contract provision or solicitation requirement, the Proposer must state the portion excepted, reason for the exception, and state the specific Contract language it proposes to include in place of the portion excepted. Any exceptions to the Contract must be uploaded and submitted as an attachment to the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.

In the event the Proposer is selected for potential award, the Proposer 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 Proposer. The City reserves the right to proceed to discussions with the next best ranked Proposer.

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 Proposer. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-Responsive by the City, in its sole discretion, and rejected. Contract exceptions which grant the Proposer 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 Proposer 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 Proposer attached hereto), the RFP (including any subsequent addenda and written responses to Proposers' questions), and the Proposer'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 RFP.
- (iii)** Third, by giving preference to the specific provisions of the Proposer's Response, except that objections or amendments by a Proposer that have not been explicitly accepted by the City in writing shall not be included in the Contract and shall be given no weight or consideration.

10. List of RFP Documents

The following documents make up this RFP. Please see Section 3 – “Instructions to Proposers” for instructions and Section 11 - "Vendor Submission Requirements and Attestations" on how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

1. Attachment A - Sample Contract

2. Project Blueprints

3. Mandatory Documents - see requirements in Section 11 - "Instructions to Proposers," and the required attachments listed in Section 11- "Vendor Submission Requirements and Attestations":

- Proposer’s General Information Worksheet, and
- E-Verify Form, and
- Non-Collusion Affidavit, and
- Supplier Location Certification (Local vendors Only), and
- Copy of W-9 (Vendor to provide), and
- Local Business License / Business Tax Receipt, and
- Copy of Certificate of Insurance (Vendor to provide), and
- Financial Statements
- Copy of your licenses(s) or certification(s) for this type of work; or in compliance with Chapter 489, Florida Statutes, a copy of the certificate issues by the State of Florida (Vendor to provide), and

Electronic confirmation for the following forms:

- Code of Silence and Communication Document, and
- Proposer's Code of Ethics, and
- Drug Free Workplace, and
- Affidavit of Nongovernment Entity Anti-Human Trafficking Laws. and
- Vendor Scrutinized Companies List Certification, and

****Any documents indicated in Section 6.3 - "Mandatory Requirements," of this RFP must be uploaded into the project as a part of the response by the Contractor. Failure to supply the completed document(s) will deem the Contractor as Non-Responsive.**

11. Vendor Submission Requirements and Attestations

11.1. Mandatory Forms

*Proposal Upload**

*Response required

*Proposer's General Information Worksheet**

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Proposer to perform the work required. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Please download the below documents, complete, and upload.

- [PSL- Consultant's General I...](#)

*Response required

*E-Verify Form **

Please download the below documents, complete, and upload.

- [E-Verify_Form.pdf](#)

*Response required

*Non-Collusion Affidavit**

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit-fil...](#)

*Response required

Supplier Location Certification

Please download the below documents, complete, and upload.

- [Supplier Location Certifica...](#)

*Copy of W-9**

*Response required

Local Business License / Business Tax Receipt*

A copy of the current Local Business License (also known as a Business Tax Receipt or Occupational License) issued by the City, County, or other applicable jurisdiction where the Vendor is located.

*Response required

Copy of Certificate of Insurance*

*Response required

Financial Statements*

Financial statements for the past three (3) fiscal years, including at a minimum a Balance Sheet and Income Statement (Profit and Loss Statement). Statements will be reviewed and evaluated by the City’s Finance Department to confirm financial stability.

*Response required

11.2. Electronic Confirmation

Cone of Silence and Communication Document*

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 solicitation is advertised on the OpenGov Portal, 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 Code of Ordinances, Section 35.13. Contact with anyone other than the Issuing Officer may result in the vendor being disqualified. All contact must be coordinated through the Issuing Officer, for the procurement of these services.

Please confirm

*Response required

Drug Free Workplace*

The undersigned Contractor in accordance with section 287.087, Florida Statutes, hereby certifies that they comply fully with the below requirements.

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.

Please confirm

*Response required

*Proposer's Code of Ethics**

The City of Port St Lucie ("City), through its Procurement Management Division ("Procurement Management Division") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Division requires each vendor who seeks to do business with the City to subscribe to this Contractor's Code of Ethics.

◆ A Contractor's bid or proposal will be competitive, consistent and appropriate to the bid documents.

◆ A Contractor will not discuss or consult with other Vendors intending to bid on the same Contract or similar City Contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.

◆ Contractor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.

◆ Contractor will completely perform any Contract awarded to it at the contracted price pursuant to the terms set forth in the Contract.

- ◆ Contractor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the Contract.
- ◆ Contractor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- ◆ Contractor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- ◆ Contractor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- ◆ Contractor must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Contractor must require their suppliers (including temporary labor agencies) to do the same. Contractor must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to, the following:
 - o Obtaining and maintaining all required environmental permits. Further, Contractor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - o Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
 - o Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to Contractors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable Contractor Contract. In the case of any discrepancies between it and the law, regulation(s) and/or contractor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

Please confirm

*Response required

Affidavit of Nongovernment Entity Anti-Human Trafficking Laws*

In accordance with section 787.06(13), Florida Statutes, the representative of the nongovernmental entity bidder (“Entity”), attests under penalty of perjury that the Entity does not use coercion for labor or services as defined in section 787.06.

Please confirm

*Response required

Vendor Scrutinized Companies List Certification*

Sections [287.135](#) and [215.473](#), Florida Statutes, prohibit Florida municipalities 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 to engage in any Business operations with Cuba or Syria. Sections 287.135 and 215.4725 also prohibit Florida municipalities from contracting with companies, for goods or services in any amount that are on the list of Scrutinized Companies that Boycott Israel.

The list of "Scrutinized Companies" is created pursuant to Section 215.473, Florida Statutes. A copy of the current list of "Scrutinized Companies" can be found at the following link:

https://www.sbafla.com/media/mqodaonn/2024_12_17_-israel-scrutinized-companies-list-for-web.pdf

As the person authorized to sign on behalf of the Respondent Vendor, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List; or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is not participating in a boycott of Israel; and does not have any business operations with Cuba or Syria. I understand that pursuant to Sections 287.135 and 215.473, Florida Statutes, the submission of a false certification may subject the Respondent Vendor to civil penalties, attorney's fees, and/or costs.

I understand and agree that the City may immediately terminate any contract resulting from this solicitation upon written notice if the company referenced above are found to have submitted a false certification or any of the following occur with respect to the company or a related entity: (i) for any contract for goods or services in any amount of monies, it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars (\$1,000,000) or more, it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or it is found to have been engaged in business operations in Cuba or Syria.

Please confirm

*Response required

*I certify that I have read, understood and agree to the terms in this solicitation, and that I am authorized to submit this response on behalf of my company.**

Please confirm

*Response required

Request For Proposal (RFP) #20250193
Title: MIDFLORIDA Event Center Catering Contract



City of Port St. Lucie
Procurement Management Division
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
(772) 871-5223

ADDENDA REPORT
RFP No. 20250193
MIDFLORIDA Event Center Catering Contract

RESPONSE DEADLINE: December 3, 2025 at 2:30 pm

Thursday, March 12, 2026

Addenda Issued:

Addendum #1

Oct 30, 2025 8:45 AM

Please use the [See What Changed](#) link to view all the changes made by this addendum.

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Creative Catering	X	Oct 30, 2025 12:25 PM	Karyn Boyd
NV & VD, LLC	X	Dec 2, 2025 3:59 PM	Victor Duarte



City of Port St. Lucie
Procurement Management Division

Nathaniel Rubel, Assistant Director
121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984
(772) 871-5223

QUESTION & ANSWER REPORT
RFP No. 20250193
MIDFLORIDA Event Center Catering Contract

RESPONSE DEADLINE: December 3, 2025 at 2:30 pm

Thursday, March 12, 2026

Approved, Unanswered Questions

Approved, Answers Provided

1. Kitchen Inventory

Nov 12, 2025 12:07 PM

Question: Does the MIDFLORIDA Event Center's kitchen inventory provide the following: • Kitchen Utensils • Pots and Pans • Glassware • Silverware • Dinnerware If so, are you able to provide the quantity of each?

Nov 12, 2025 12:07 PM

Answered by David Stonehouse: Yes, we have everything needed for a plated service of 500, and for a buffet service of 700. Pots/pans/cooking utensils/warming ovens. All of it was available for review when we conducted our open house.

Nov 13, 2025 10:50 AM

2. Catering Commission Categories

Nov 12, 2025 12:11 PM

Question: In the RFP's scope of work, section 2.13, the minimum catering commission fees are outlined as such: • Catering Sales (12% or greater) • Servers, Concessions, and Other Sales (10% or greater) • Alcohol Sales (15% or greater) • Gross Sales – Kitchen Maintenance, Utilities, and Repairs as needed (1.75% or greater) Can you please elaborate on what you mean by the following two points: • Servers, Concessions, and Other Sales • Gross Sales – Kitchen Maintenance, Utilities, and Repairs as needed Specifically: • By servers, do you mean the hourly wage for the serving staff scheduled for events? • What specifically is under your concessions inventory? Meaning what will the awarded caterer be

responsible for, aside from scheduled catering events held at the MIDFLORIDA Event Center? • You list a percentage commission provided to the city from “kitchen maintenance, utilities, repairs”? Can you explain this please?

Nov 12, 2025 12:11 PM

Answered by David Stonehouse: Concessions and other sales refer to any additional charges the caterer imposes on the client beyond food or beverage, such as staffing fees, flowers, cake, etc. The MFEC gets a commission on that. Since the Caterer uses the kitchen, a percentage of the total gross sales (food, beverage, and concessions) is charged, which goes into our kitchen repair kitty to help partially cover expenses when repairs or services are needed. Concessions are a mobile bar and sale and service of snacks, sandwiches, etc. for home shows, conventions, expos. Etc. The caterer would need to provide the items for this and supply the necessary staffing.

Nov 13, 2025 10:50 AM

3. Catering Event Days

Nov 12, 2025 12:18 PM

Question: Based on the information provided in the RFP, section 2.11, the total estimated gross revenue between January 2024 – December 2024 is \$717,997.19. Likewise, section 2.15 lists 413 event days in 2024. Out of 413 event days in 2024, how many were serviced by the MIDFLORIDA Event Center’s contracted caterer? Specifically, how many events were buffet/plated events? How many events only consisted of selling concessions? Based on these numbers, can you confirm that the MIDFLORIDA Event Center’s awarded caterer was responsible for more than 1 event per day?

Nov 12, 2025 12:18 PM

Answered by David Stonehouse: For fiscal year 24-25 53 in-house catering, food and beverage events 24 outside catering food and beverage events Opportunity for at least 10 events or more to have bar and concessions only Fiscal year 23-24 42 in-house catering, food and beverage events 14 outside catering food and beverage events. Yes, will be responsible for more than one event per day on occasion.

Nov 13, 2025 10:50 AM

4. Catering Staff Onsite

Nov 12, 2025 12:19 PM

Question: Is the MIDFLORIDA Event Center’s contracted caterer required to have staff physically onsite? If so, what is the required in-person schedule?

Nov 12, 2025 12:19 PM

Answered by David Stonehouse: No. The Caterer does not need to be onsite 100% of the time, just for the Events you have booked. For our Events, the Caterer operates exclusively out of our kitchen for whatever hours are necessary to meet the booked Event schedule.

Nov 13, 2025 10:50 AM

5. Catering Events Scheduled for 2026

Nov 12, 2025 12:20 PM

Question: How many events scheduled for 2026 (January – December) are requiring catering services from the MIDFLORIDA Event Center’s contracted caterer?

Nov 12, 2025 12:20 PM

Answered by David Stonehouse: We don't know that answer yet. You can predict a good average by seeing what was done over the last few years as was stated in the RFP.

Nov 13, 2025 10:50 AM

6. Event Set Up

Nov 12, 2025 12:22 PM

Question: For catering events, does the MIDFLORIDA Event Center’s awarded caterer set up the tables, chairs, dinnerware, glassware, silverware? Or is there a team in the MIDFLORIDA Event Center responsible for the floor plan and table setting set up?

Nov 12, 2025 12:22 PM

Answered by David Stonehouse: No, just the table scape, dinnerware, etc. Our Operations Team is responsible for the physical placement of tables and chairs.

Nov 13, 2025 10:50 AM

7. Elaborate on Event Hours

Nov 12, 2025 12:23 PM

Question: In section 2.4, the RFP states that events may occur “during early morning hours” and “late evening hours”. Can you please provide the earliest start time and latest end time for an event hosted in the MIDFLORIDA Event Center?

Nov 12, 2025 12:23 PM

Answered by David Stonehouse: Earliest: 5-6 a.m. opening for breakfasts (depending on the scale of a breakfast)... Latest: 1 a.m. for load out from a significant dinner event, including Bar Service.

Nov 13, 2025 10:50 AM