

Issue Date: July 27, 2018

REQUEST FOR PROPOSALS

FOR

**FOOD AND BEVERAGE SERVICES FOR THE ORANGE COUNTY
CONVENTION CENTER**

RFP #Y19-100-TJ

The Orange County Board of County Commissioners, Orange County, Florida, invites interested parties to submit proposals **no later than 2:00 PM, Tuesday, September 11, 2018**, for providing Food and Beverage Services for the Orange County Convention Center to the Board of County Commissioners.

Sealed proposals will be accepted at and copies of the Request for Proposals may be obtained from: Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies may be requested by phoning (407) 836-5635. Solicitations are also available for downloading from the Internet at: <http://apps.ocfl.net/orangebids/bidopen.asp> .

A **Non-Mandatory Pre-Proposal Conference** will be held on **Tuesday, August 14, 2018 at 8:30 AM at the Orange County Convention Center, 9800 International Drive (West Concourse), Room W-314 A/B**. Attendance is not mandatory but is encouraged. Due to space limitations and site tour logistics, Proposers are encouraged to limit attendance to essential attendees only.

NOTE:

A complementary parking pass and directional map are included herein. Failure to present a parking pass may result in fees for parking at the meeting site.

Carrie Mathes, MPA, CFCM, CPPO, C.P.M.
Manager, Procurement Division

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Todd Jackson, Purchasing Agent, at (407) 836-5597, whose email address is Todd.Jackson@ocfl.net. **You may contact Todd Jackson at any time during this process, including during the Black-Out Period.**

TABLE OF CONTENTS

<u>DESCRIPTION</u>	<u>PAGE</u>
INSTRUCTIONS TO PROPOSERS	1
GENERAL TERMS AND CONDITIONS	2-11
PROPOSAL FORMAT	12-27
SELECTION CRITERIA	26-27
SCOPE OF SERVICES	29-65
EMERGENCY CONTACTS	66
ACKNOWLEDGEMENT OF ADDENDA	66
EMPLOYMENT DATA, SCHEDULE OF MINORITIES AND WOMEN	
SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM	
SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM	
LOCATION	
CONFLICT/NON/CONFLICT OF INTEREST STATEMENT	
AUTHORIZED SIGNATORIES/NEGOTIATORS	
DRUG-FREE WORKPLACE FORM	
DISPLACED WORKER FORM	
LETTERS OF INTENT	
E-VERIFICATION CERTIFICATION	
RELATIONSHIP DISCLOSURE FORM	
RELATIONSHIP DISCLOSURE FORM - FREQUENTLY ASKED QUESTIONS (FAQ)	
ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT	
EXPENDITURE REPORT- FREQUENTLY ASKED QUESTIONS (FAQ)	
AGENT AUTHORIZATION FORM	

TABLE OF CONTENTS (CONTINUED)

<u>DESCRIPTION</u>	<u>PAGE</u>
INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY	
BID BOND	
PERFORMANCE BOND	
PAYMENT BOND	
LEASED EMPLOYEE AFFIDAVIT	
CERTIFICATE OF LIABILITY INSURANCE - SAMPLE	
COMMERCIAL GENERAL LIABILITY - SAMPLE	
COMMERCIAL GENERAL LIABILITY ADDITIONAL INSURED - SAMPLE	
WORKERS COMPENSATION & EMPLOYEES LIABILITY INSURANCE POLICY - SAMPLE	
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - SAMPLE	
PARKING PASS	
SAMPLE CONTRACT	1-16
EXHIBIT A TANGIBLE EQUIPMENT INVENTORY	
EXHIBIT B-1 SMALLWARES PHYSICAL INVENTORY	
EXHIBIT B-2 ADDITIONAL SMALLWARES	
EXHIBIT B-3 LINEN INVENTORY	
EXHIBIT C HISTORICAL GROSS SALES PRIOR FIVE YEARS	

REQUEST FOR PROPOSALS
FOR
FOOD AND BEVERAGE SERVICES FOR THE ORANGE COUNTY
CONVENTION CENTER

RFP #Y19-100-TJ

INSTRUCTIONS TO PROPOSERS

Firms or companies desiring to provide services, as described in the Scope of Services, shall submit sealed proposals, one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive not later than **2:00 PM local time Tuesday, September 11, 2018**, to the Orange County Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, Florida 32801, (407) 836-5635.

Offers by e-mail, telephone, or fax shall not be accepted. An e-mailed or a faxed proposal shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the proposer to ensure that their proposal reaches the Procurement Division. **Proposals received after the specified time and date shall be returned unopened.** The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any proposal. **The decision to refuse to consider a proposal that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).**

Respondents are cautioned that they are responsible for delivery to the specific location cited above. If your proposal is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office shall not be responsible for deliveries made to any place other than the specified address.

All proposals will be opened publicly and the names of all proposers shall be read aloud.

GENERAL TERMS AND CONDITIONS

1. **ACCEPTANCE/REJECTION/CANCELLATION**

The County reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities, or to accept the proposal which, in its sole judgment best serves the interest of the County, or to award a contract to the next most qualified proposer if a successful proposer does not execute a contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority. Orange County reserves the right, and the Manager of Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

2. **DEVELOPMENT OR ASSISTANCE IN DEVELOPMENT OF SPECIFICATIONS/ REQUIREMENTS/ STATEMENTS OF WORK**

Firms and/or individuals that assisted in the development or drafting of the specifications, requirements, statements of work, or solicitation documents contained herein are excluded from competing for this solicitation.

This shall not be applicable to firms and/or individuals providing responses to a publicly posted Request for Information (RFI) associated with a solicitation.

3. **CLARIFICATION**

The County reserves the right to request clarification of information submitted and to request additional information of one or more proposers.

4. **WITHDRAWAL OF PROPOSAL**

Any proposal may be withdrawn until the date and time set above for the submission of the proposals. Any proposals not so withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide to the County the services set forth in this Request for Proposals, or until one or more of the proposals have been awarded.

5. **SEALED PROPOSALS**

Proposals shall be delivered in a sealed envelope and proposers should label their proposal with the following:

- A. Request for Proposals Number
- B. Date of Opening
- C. Name of Proposer

6. **PROPOSAL PREPARATION**

Costs of preparation of a response to this request for proposals are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

7. INSURANCE

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 (five hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Coverage:

- Fidelity/Employee Dishonesty- with a limit of not less than \$1,000,000 (one million dollars) per occurrence/claim
- Liquor Liability- with a limit of not less than \$2,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate

that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

8. DRAFT CONTRACT

The contract that the County intends to use for award is enclosed for reference. Any exceptions to this standard contract must be clearly indicated by return of the standard contract with the proposal, with exceptions clearly noted. The County has the right to require the selected respondent to sign the attached contract or to negotiate revisions to the contract language prior to execution of the contract, at its sole discretion.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

9. ACCOUNTING SYSTEM

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. The accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The County or designee shall have access to books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section, for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the contractor's subcontractors used to procure goods or services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractor(s) and suppliers.

10. SHORTLISTS, PROTESTS and LOBBYING

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Procurement Manager by 5:00 PM on the fifth full business day, after posting, shall constitute a waiver of bid protest proceedings.

Information regarding Procurement Committee scheduling and Board approvals is available by calling the Procurement Reception Desk at (407) 836-5635.

11. **PUBLIC ENTITY CRIME**

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or Contractor under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

12. **AVAILABILITY OF FUNDS**

The County's performance and obligation to pay under this contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

13. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

14. CONTRACT TERM

It is the intent of the County to enter into term contract commencing upon contract execution through September 30, 2022 with renewal clause for one (1) additional four (4) year term followed by one (1) additional three (3) year term for services as described herein. This contract may remain in effect for cumulative terms for up to eleven (11) years.

15. SCHEDULE OF SUBCONTRACTING

Proposers shall list **all** proposed sub-contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work subcontracted (discipline, trade or commodity), proposed percentage of work, and the M/WBE or Majority designation (M/WBE or Non-M/WBE).

16. EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

17. QUESTIONS REGARDING THIS RFP

Proposers shall not direct any queries or statements concerning their proposal to the Orange County Procurement Committee or County staff during the selection process, from the time of submission of a proposal until the execution of a contract.

Any proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

All questions or concerns regarding this Request for Proposals must be submitted in writing, by email to Todd.Jackson@ocfl.net no later than 5:00 PM Tuesday, August 21, 2018 to the attention of Todd Jackson, Procurement Division, referencing the RFP number. When required the Procurement Division will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposal shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Procurement Division Manager. **You may contact Todd Jackson at any time during this process, including during the Black Out Period.**

This provision exists solely for the convenience and administrative efficiency of Orange County. No proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any proposer or third party have any standing to sue or cause of action arising there from.

18. DEBRIEFING OF PROPOSERS

Not later than thirty (30) days after Board approval of a selection or shortlist, a proposer may submit a written request to the applicable contract administrator or purchasing agent for a debriefing on the evaluation of their proposal. The contract administrator/purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all proposals.
- C. The significant weaknesses or deficiencies in the proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

Untimely debriefing requests will also be considered.

19. REFERENCE CHECKS

The contact person listed as a reference shall be someone who has personal knowledge of the Proposer's performance during the referenced contract. Contact persons shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.

Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal. The reference shall be the owner or a representative of the owner.

20. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals or Invitation for Bids and the responses thereto are in the public domain. **Proposers must identify specifically** any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Proposer fails to cite the applicable exempting law, we will treat the information as public.

21. PUBLIC RECORDS COMPLIANCE (APPLICABLE FOR SERVICE CONTRACTS)

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.

5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

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

**Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
ProcurementRecords@ocfl.net, 407-836-5897**

22. SECURITY FORFEITURE

When Bid security has been required, if within ten (10) days after notification by the County of the County's approval to award the Contract, if the successful Respondent refuses or otherwise neglects to execute the required written Contract and fails to furnish the required Performance Bond and Payment Bond, the amount of the Respondent's Bid security (Cashier's Check or Bid Bond) shall be forfeited and the same shall be retained by the County. No plea of mistake in the Bid or misunderstanding of the conditions of forfeiture shall be available to the Respondent for the recovery of his Bid security or as a defense to any action.

23. PERFORMANCE BONDS AND PAYMENT BONDS

A Performance Bond and a Payment Bond will be required from the successful Respondent for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract and for purposes of protecting the County from lawsuits for non payment of debts as might be incurred during the successful Respondent's performance under such Contract. The Performance Bond and the Payment Bond forms will be included in the Contract Documents and said forms must be properly executed by the Surety company and successful Respondent within ten (10) days after receipt of notification from the County of its award of the Contract.

Within (10) ten days after the exercise of an option period, the Contractor shall provide Consent of Surety to renewal of the option period at the option period prices accompanied by a power of attorney..

The Contractor may be required to record the payment and performance bonds in Orange County public records as prescribed by Florida Statutes, Chapter 255.05. If applicable, before commencing the work the Contractor shall provide to the Manager of the Procurement Division a certified copy of the recorded bonds, no payment will be made to the contractor until the contractor has provided a copy of the recorded bonds.

24. QUALIFICATIONS OF SURETY COMPANIES

In order to be acceptable to the County, a Surety company issuing the Bid Bond, the Performance Bond and the Payment Bond, if called for in these Specifications, shall meet and comply with the following minimum standards:

- a. Surety must be admitted to do business in the State of Florida and shall, if applicable, comply with the provisions of Florida Statute 255.05.
- b. Surety must be listed on the U.S. Department of Treasury Fiscal Service, Bureau of Government financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- c. All bonds shall be originals and issued or countersigned by a producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys in fact who sign Bid bonds or performance/payment bonds must file with such bond a signed, certified copy of their power of attorney to sign such bond.

Agents of Surety companies must list their name, address and telephone number on all Bonds.

- d. The life of the bonds shall extend twelve (12) months beyond the end of the Contract term and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.
- e. Surety must have financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A-Class VI.
- f. Should the Bid, Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements in paragraphs a. – e. above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized. The "lead" surety shall be identified for the purposes of underwriting and claims management.

FAILURE TO MEET ANY OF THE REQUIREMENTS CONTAINED ABOVE SHALL RESULT IN REJECTION OF THE PROPOSAL.

PROPOSAL FORMAT

The County reserves the right to award a contract pursuant to this RFP without further discussion with proposers. Therefore, it is important that each proposal is complete, adheres to the format and instructions contained herein, and is submitted in the most favorable manner possible.

Proposers must respond in the format delineated below and tabbed as applicable.

Submit one (1) original, eight (8) copies and one (1) electronic copy on CD or USB drive for document management purposes. All responses and copies are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, in accordance with Chapter 119 of the Florida Statutes, provide an additional CD or USB drive with a redacted version of your response labeled REDACTED. Electronic copy shall be in Microsoft Word or Adobe – the most recent software version.

The following information shall be submitted with your proposal. Failure to submit this information in its entirety will negatively impact the evaluation of your proposal.

1. SURETY

A Bid Bond in the amount of two hundred thousand dollars (\$200,000) shall be completed and submitted with your proposal.

Submission of an original Bid Bond (copy not acceptable) completed and signed by all required parties and shall be submitted on the form included herein, or in the alternative, a Certified Check, a Cashier's Check shall be required to accompany each proposal in the stated dollar amount. Submittal of a Bid Bond less than the amount stated shall result in rejection of the response. **Any submitted Bid Bond must be submitted to the County in duplicate.** The duplicate copy must be a photographic reproduction of the completed form set forth in the Contract Documents and clearly marked "COPY". **Failure to submit the Bid Bond on the form provided herein shall result in rejection of the proposal.**

In order to be acceptable to the County, the Surety company issuing the Bid Bond as called for in this solicitation, shall meet and comply with the minimum standards described in General Terms and Conditions, "Qualifications of Surety Companies". **Failure to submit a Bid Bond from a Surety Company meeting these minimum standards shall result in rejection of the Response.**

Certified Checks or Cashier's Checks shall be drawn on a solvent bank or trust company to the order of The Board of County Commissioners and shall have all necessary documentary revenue stamps attached, if required by law. Personal checks are not acceptable to the County. See General Terms and Conditions, "Qualifications of Surety Companies" for additional requirements.

2. QUALIFICATIONS OF STAFF

A. Provide a comprehensive organizational chart detailing all proposed on-site management and administration staff, including the proposed General Manager and all subordinate tiers and staff.

1. Identify on the organizational chart the employment status of each position as "Full-time Management", "Full-time Line/Administration", or "Variable/Part-time Staff".

2. Line staff, including full-time and part-time positions, as proposed, may be demonstrated on the organizational chart in aggregate as position quantity.
- B. Provide documentation demonstrating the qualifications of the proposed on-site Key Personnel positions of the General Manager, Executive Chef, Operations Director, Sales Director, and any other executive level position on-site. Documentation shall include comprehensive resumes of prior positions, performance record in the food service field, and the unique talents that person brings to the Center. Proposers shall not submit abbreviated professional bios in lieu of comprehensive resumes.

Note: While not a requirement, the Proposer is strongly encouraged to consider hiring the existing Executive Chef with the goal of ensuring continuity and consistency to the Center's clients and patrons. Other existing personnel may also be considered.
- C. Proposer shall address their ability to bring in experienced personnel from other venues to augment existing staff to accommodate large shows as needed.
- D. In accordance with Scope of Services, Section V1, Article 6.1.2 Sales Staff, list the number of sales personnel and how they will function to ensure successful promotion of food and beverage to client/show managers, exhibitors, attendees and service contractors.

2. **QUALIFICATIONS OF FIRM**

- A. Provide an executive summary signed by a an individual who is authorized to commit the Proposer's organization to perform the services as described herein describing the competencies of the firm and history in the large scale commercial food and beverage industry.
- B. Provide documentation demonstrating that the proposer is networked and linked to convention industry related professional organizations. These organizations may include, but are not limited to, the Professional Convention Management Association, International Association of Exhibitions and Events Management, Meeting Planners International, and the American Society of Association Executives. Proposer shall submit proof of active membership and participation and details of any related additional involvement, as applicable.
- C. Provide reference documentation as indicated below:

Group A: 3 Facilities, Total Annual Gross Sales, Catered & Non-Catered. At least one with Exhibit/Ballroom space of 500,000+ square footage.

A list of at least three (3) facility references the Proposer has provided similar services within the past five (5) years. Reference shall include the contact name, title, physical address, email address, telephone, dates of the contract period, total square feet of exhibit/ballroom space only, and shall provide total annual gross sales (sales shall be separated into Catered and Non-Catered) that the Proposer documented at the facility in the past 5 years. In addition, and as a minimum requirement, at least one (1) of the facility references must

have a minimum of 500,000 gross square feet of exhibition/ballroom space. **This listing must contain references different than those submitted for Group C.**

Group B: Top 3 Clients/Events, Catered Gross Sales past five years, for Each Facility of Group A

A list of the top three (3) clients, based on gross revenue, that ordered catered Food and Beverage services (not concession) in the past five (5) years at each of the same facilities as submitted for Group A, and shall include show name, show manager's contact name, title, telephone, email address, name of referenced facility, date(s) and description of services performed, total catered gross sales and total number of meals per listed client/event.

Group C: Other Facilities Served, Catered & Non-Catered Sales, Number of Events/Year. At least one with 15,000+ Seated Capacity.

A list of at least three (3) other facilities (such as stadiums, arenas, theaters, university halls, public assembly venues, etc.) that Proposer currently serves or previously served at any time within the past five (5) years, and shall include the facility contact person, title, physical address, email address, telephone, dates of the contract period, total seated capacity, number of events per year, and shall provide total annual gross sales (separate sales into Catered and Non-Catered) that the Proposer documented at the facility in each of the years served. In addition, and as a minimum requirement, at least one (1) of the facility references must have a seated capacity of at least 15,000. **This listing must contain references different than those submitted for Group A.**

Group D: References for Shows/Events, for 4,000 Persons at 1 Sitting for a Single Catered Event, for 3 Consecutive Days

A list of at least three (3) references (including show name, show's contact name, title, telephone, email address, facility name, services provided, etc.) in the operation of a public assembly facility serving catered food and beverage in banquet, cafeteria or restaurant style to at least four thousand (4,000) persons at one catered sitting, for three (3) consecutive days, within the past five (5) years. Include the total number of meals served per listed event. **This listing must contain references different than those submitted for Group E.**

Group E: References for Show/Event, for 7,500 Persons at 1 Sitting for a Single Catered Event

A list of at least three (3) references (including show name, show's contact person, title, telephone, email address, facility name, services provided, etc.) in the operation of a public assembly facility serving catered food and beverage in banquet, cafeteria or restaurant style to at least seven thousand five hundred (7,500) persons at one catered sitting, within the past five (5) years. Include the total number of meals served per listed event. **This listing must contain references different than those submitted for Group D.**

3. TECHNICAL APPROACH

- A. Provide a signed statement confirming the Proposer's agreement to meet the minimum requirements of this Request for Proposals and the Scope of Services herein.

- B. Provide a comprehensive description of the method by which service employees will be recruited, hired, trained, supervised and motivated to meet the needs of the Center focusing on specifically what, when and how these functions will be accomplished. This narrative shall include the strategy for all full time, part time, and address the intended use of temporary labor companies.
- C. Provide a "Transition Plan" demonstrating the strategy for coordination with staff and existing service providers while providing continuous top-tier service levels to the clients, show managers and patrons of the OCCC. The details of this plan shall be presented in both narrative form and details on a timeline, and shall include the following, as it relates to the Proposer's Transition Plan under this new contract:
1. Provide a Gantt chart or project management timeline demonstrating the proposed transition timeline and the staff resources assigned to the transition.
 2. The County requires a transition with no interruption of service or decrease in service level. Detail the proposer's strategy to avoid service decline or interruption during the transition period.
 3. Provide a detailed strategy for the initial hiring and training of personnel during the transition phase. The Proposer may address consideration of hiring existing Executive Chef and other staff that may work directly with the clients and show managers for continuity, if applicable.
 4. Provide a detailed strategy for introduction and Implementation of the Sales and Marketing program as described in Section 3.6 of the Scope of Services to include advance client notification.
 5. Provide a detailed strategy for transition coordination with the OCCC Executive Team and other OCCC Management and Supervisory staff.
 6. Provide a detailed strategy for operational issues identifying licensing, purchasing and inventory verification.
 7. Provide a detailed strategy for implementation of all needed technology services, including systems and components, connectivity, and other related hardware and software.
- D. Provide an "Operational Plan" to demonstrate the strategy to achieve effective and efficient operation to provide top-tier quality and service levels to clients and attendees on a consistent and continual basis. Proposers shall include the following, as it relates to the Proposer's Operational Plan under this new contract:
1. A description of established strategies, approaches, etc. that the Proposer utilizes to reduce operational costs while maintaining a top-tier food and beverage service operation.

2. A general description and overview of the operation and management of the staff cafeteria at the OCCC, which may include, but not limited to, menu variety, hot/cold food options, staffing, etc.
3. Provide a description of brand name product usage, food presentation and themed food presentation. Provide a detailed narrative including a full description of themes and diversity of foods to be offered, on a continual basis, for both the catered and concession environments.
4. Concerning customary service charges related to catering, detail the proposed distribution of the proceeds generated from the service charge. Specifically identify the percent allocated to employees for employee incentives.
5. Provide a general outline of the Proposer's procurement policies and procedures to include the minimum procurement standards to which the proposer adheres for all major food provisions. Detail the General Manager's and/or the Executive Chef's ability to acquire items to provide service to clients if items are not available on Proposer's corporate buying contract(s).
6. Provide a general outline of the Proposer's accounting policy and procedures and any software that would be used in the control of the food and beverage service at the OCCC.

NOTE: In accordance with the scope of services, proposers are advised that the successful Contractor shall integrate all service orders, marketing and operational requirements for events into the OCCC's current event management and operations software program, Ungerboeck Software International (USI), formerly referred to as "Event Business Management System" (EBMS), by Ungerboeck. All software licensing and administrative access will be provided by the OCCC at no additional cost to the Contractor.

7. Provide a general outline of the personnel policies and training programs that are proposed to be implemented at the OCCC.
8. Provide a comprehensive description and approach of measurable quality control programs (for internal quality controls and for external/customer quality control that the Proposer currently utilizes in similar facilities or proposes to utilize at the OCCC. Discuss how a continuing program of this nature will be instituted and the program's overall program goals/objectives.
9. Provide a description of the emergency management programs that Proposer currently has in effect at similar facilities.
10. Detail recycling and sustainability programs in which the Proposer is currently involved; indicate levels of success and methodology.

11. Provide a description of the Proposer's strategy for managing health and safety programs including the following:
 - a. A summary of the safety program;
 - b. A summary of the employee orientation program.
 - c. A summary of the enforcement procedures for safety violations.
 - d. A summary of the Proposer's safety record for the last 18 months, and a description of the improvements made to enhance the safety program. **Summary shall include the safety record (to include but not be limited to, injuries, accidents, damages, etc.) and safety improvement efforts at each venue/facility for each location listed in Qualifications of Firm, Group A.**
 - e. Drug and alcohol awareness, prevention, training programs, and philosophy.
 - f. Compliance with the American Disability Act in all services performed for and on behalf of the County.
 - g. Health, safety and first aid training and procedures.
- E. Provide a "Technology Services Plan", for near future and long range technology services, as referenced in Scope of Services, Section 4.3.2, Technology Services, as it relates to the Proposer's Technology Services Plan to the new contract. Thoroughly describe all Technology Services being proposed for use, detail if it is (1) currently in use at other facilities, or (2) a new technology for the company, and how the Proposer plans on procuring and implementing such Technology Services to include annual costs/investments. This Technology Services Plan should address Wi-Fi and Internet service for Point of Sale, digital signage, vending machines, mobile ovens and coolers, etc. The Plan should also address technology impacts of supplemental and subcontracted services.
- F. Provide a "Marketing Plan" demonstrating the ability to provide top-tier quality and service levels to clients and attendees on a consistent and continual basis.
 1. Provide a detailed marketing and sales plan which demonstrates the ability to promote branding, market message and enhance the OCCC's position in the marketplace and secure business from prospective and confirmed clients and attendees of the OCCC.
 2. Provide details on marketing strategies, as well as sales support activities and plans. Plans shall include pre-show, in-show, and post-show food and beverage related efforts and activities.
 3. Provide a detailed description of all professional marketing and sales strategies and practices that the Proposer will use to drive and enhance revenue generation and to ensure a top-tier client experience is achieved.

4. Provide a detailed description of how the Proposer will provide an enhanced and superior level of client services and products that will improve the OCCC's profitability through enhanced revenue opportunities and cost reduction strategies. The response shall specifically address how this goal will be achieved.
5. Provide a preliminary Marketing plan addressing in detail each of the following topics, at a minimum, as it relates to the scope of services, as it relates to the Proposer's Marketing Plan under this new contract:
 - a. Describe the Corporate Advertising strategy
 - b. Describe Marketing and Sales strategies for potential new business
 - c. Describe Marketing and Sales strategies for all contracted events, 1-2 years in advance
 - d. Describe post-show audit and recap of event procedures
 - e. Describe strategy for quarterly reporting on sales progress
 - f. Describe the Sales action plan for minimum 2 years out for contracted events
6. Provide a sample proposal demonstrating how your firm will bundle services together in order to meet a client's specific needs i.e., to reduce overall costs or improve service capabilities or both while still meeting the proposed OCCC revenue commitment. Proposer shall detail how they will take into consideration the type, length and concurrency of shows.
7. Provide and detail samples, examples, and/or outline the Proposer's direction related to the following:
 - a. Market analysis and competitive surveys
 - b. Marketing materials (digital and print)
 - c. Mass marketing campaigns
 - d. On-going sales calls
 - e. Web based service orders with online credit card verifications
 - f. Different pricing structures for different function types
 - g. Incentive programs for multi-year citywide clients
 - h. Ongoing efforts for maximization of revenues through local hospitality and hotel partnerships
 - i. Event summaries & analysis and what they mean
 - j. Client proposal letters

- k. Exhibitor correspondence
 - l. Existing/current website and plans to maintain current
8. Describe how your firm proposes to interface with the OCCC's Sales Division to include the Proposer's assistance in securing a definite booking at the OCCC during client site visits, as well as participation in post meetings to ensure repeat bookings, and how this information will be disseminated.
9. Provide a marketing plan for enhancing sales through either fixed or portable concession/retail stands.

4. FINANCIAL CAPACITY

In response to Selection Criteria, "Financial Capacity", Proposer shall submit:

- A. Provide audited financial statements, including balance sheet, income statement, statement of cash flow and footnotes, for the most recent three (3) fiscal years of the company's operation.

ATTENTION: ONLY AUDITED FINANCIAL STATEMENTS FROM A CERTIFIED PUBLIC ACCOUNTANT (CPA) FIRM WILL BE ACCEPTED.

In the event that two or more business entities form a partnership, a joint venture, or a new corporation for purposes of submitting a proposal, the business entity that is the majority owner must meet all the same audited statement requirements as above.

- B. Provide a detailed report, including executive summary, to fully explain and support the capability and availability of financial resources that demonstrates in detail the sufficient operating funds to meet the service level and requirements of the scope of services described in this Request for Proposals, including specific reference to the Capital Fund Investment and the Annual Marketing Fund described herein, and to meet the service level and requirements on an ongoing basis for the duration of the contract.
- C. Identify and detail any anticipated changes in the Proposer's organizational ownership structure, leadership changes or any other significant changes in its organization within the next 24 months. Identify and detail any similar changes that occurred within the previous 24 months.

The following information (Items 5 through 11) should be submitted to insure that your proposal is adequately evaluated. Failure to provide this information will negatively impact the score of your proposal.

5. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE:

- A. Proposers must address how they intend to comply with the Orange County M/WBE Ordinance, No. 94-02 and amended by Ordinance No. 2009-21. The goal of certified minority/women business enterprise is 24% of the

contract value for this project. The Ordinance also addresses minority/women group employment levels setting goals to encourage each Proposer to maintain 24% minority and women employee workforce levels in specific categories.

- B. M/WBE firms must be Orange County certified at time of submittal of the Proposal and must be certified in the area(s) for which they will be used. If a firm claims to be certified, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County certificate and/or contact the Business Development Division at 407-836-7317 for verification of certification. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola Counties) are eligible for Orange County certification.
- C. Effective August 1, 2003, the County has implemented a graduation program whereby M/WBE firms designated as graduates can participate in the M/WBE program only on specified projects. A prime Contractor may only use a graduate M/WBE to satisfy M/WBE participation in the following:
- For Professional Services in which estimated the overall contractual fees to be awarded to the prime in excess of \$500,000.
 - Vertical construction projects in which the total prime contractor's estimate in excess of \$10,000,000.
 - Horizontal construction projects in which the total prime contractor's estimate in excess of \$7,000,000.
 - Other construction projects in which the total estimate is in excess \$7,000,000.

It is the proposing firm's responsibility to insure that graduate M/WBE's are not listed in proposals to meet M/WBE participation requirements on projects in which they are not eligible to participate. The contract solicited through this RFP is estimated to be valued **over** \$500,000 and therefore, graduate M/WBE's are **eligible** to participate.

- D. The County has established a credit program whereby Proposers are awarded credits to be applied toward meeting the M/WBE goals on certain County projects. The minimum processing time frame is 30 days for an approval. If approved, then you will received a certificate denoting the type of credit. The certificate must be submitted with the RFP you are proposing to utilize the credit.
- E. Proposers must submit signed Letter of Intent with their Proposal for all current Orange County certified M/WBE subconsultants identified on the **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM**. These Letters of Intent must indicate the scope of work to be performed by every M/WBE plus the percentage of the overall contract fees to be contracted to the listed subconsultant.

- F. The awarded prime Consultant's responsibilities and requirements are itemized below:
1. File copies of all executed subconsultant agreement/contracts between the prime and all M/WBE subcontractors on the project to Orange County Business Development Division prior to contract execution and contract renewals.
 2. If at the time of proposal submittal, the M/WBE is currently certified then the M/WBE shall be utilized throughout the duration of the contracting periods including renewals and not subjected to any prime consultant's obligation/criteria related to M/WBE subconsultant renewal.
 3. The awarded prime Consultant shall furnish written documentation evidencing actual revenue dollars generated by each subcontractor (M/WBE and non M/WBE) utilized on the project on Goods and Services Quarterly M/WBE Utilization Report for Revenue Generated Contracts.. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Consultant prior to the renewal of the contract. Also the Equal Opportunity Workforce Schedule (Form J). The report forms cannot be modified or altered. These reports are to be submitted to the Business Development Division no later than the fifth day after the end of the reporting period.
 4. The awarded prime consultant shall not substitute, replace or terminate any M/WBE firm without prior written authorization of the Business Development Division, nor shall the prime reduce the scope of work or monetary value of a subconsultant without written authorization of the Business Development Division.
 5. The prime Consultant shall expeditiously advise all M/WBE's and the Business Development Division of contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the M/WBE subs listed on the SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subconsultants projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subconsultants firm going out of business; death of the owner of the firm; or the inability of the subconsultants to perform the work specified. Should such an occurrence arise, it must be substantiated, and the substitution approved, by the County prior to contract execution.

Requests for substitution of subconsultants who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subconsultants. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

6. LOCATION FORM

The Location Form determining proximity to the project site shall be completed and submitted with your proposal in order to receive credit for proximity to worksite.

7. CONFLICT OF INTEREST FORM

The attached Conflict/Non-Conflict of Interest and Litigation Statement (with any applicable attachments) shall be completed and submitted with your proposal.

8. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted with your proposal as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in Section 2-351, Orange County Code. This form shall be completed and submitted with any bid, proposal or other response to an Orange County solicitation. The Proposer shall not be awarded a contract unless this form has been completed and submitted.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder, proposer or responder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with your proposal.

No contract award will be made unless these forms have been completed and submitted. Any questions concerning this form shall be addressed to the purchasing agent or contract administrator identified in the applicable solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

9. AUTHORIZED SIGNATORIES/NEGOTIATORS FORM

The Authorized Signatories/Negotiators Form is attached and shall be completed and submitted with your proposal.

10. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your proposal.

11. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:
<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a proposal in response to this solicitation, the Contractor affirms that all employees in the above categories will undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E- Verification certification, attached to this solicitation.

12. BONUS POINTS FOR HIRING OF DISPLACED WORKERS

Proposers may be awarded a maximum of five (5) bonus points for a commitment to hire displaced workers residing in Orange County, Florida as full-time employees **for the duration of the contract**. One point will be awarded for each new full-time hire up to and including a maximum of five (5) points.

To be eligible for bonus points, Proposers must complete Form WR – Section I (attached) listing the number of displaced workers to be hired full-time and submit with the Proposal. Bonus points shall only be awarded once for any one individual hired. Individuals hired may be employed in any position within the firm but must be hired on a full-time basis.

Within five (5) days after the contract award, the Proposer shall contact the Business Development Division Liaison at (407) 836-7317 to assist with meeting this requirement.

The failure of the CONSULTANT to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the Consultant will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the Consultant shall contact the Business Development Division (BDD) Liaison. At its discretion, the County may periodically request submission of certified payrolls to confirm the employment status of program participants.

13. **BONUS POINTS FOR UTILIZING REGISTERED SERVICE-DISABLED VETERAN FIRMS**

Additional point consideration will be available for proposers who utilize registered Service-Disabled Veteran (SDV) business enterprises and will receive the following point allocation:

- A. Registered SDV business enterprise proposers competing as a prime contractor shall receive five (5) points;
- B. Registered SDV proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each sub-Contractor up to a maximum of ten (10) points;
- C. Proposers with registered SDV business enterprise sub-Contractors on their team shall receive two points for each registered SDV sub-Contractor up to a maximum of ten (10) points.
- D. All SDV firms must be Orange County registered at the time of submittal of the proposal and must be registered in the area(s) for which they will be used. If a firm claims to be registered, but is not listed on the County's website, ocfl.net, the Proposer should obtain a copy of their Orange County registration and/or contact the Business Development Division at 407-836-7317 for verification of registration. Only firms having established offices in the Orlando MSA (Orange, Lake, Seminole and Osceola counties) are eligible for Orange County registration.
- E. Proposers shall submit signed Letters of Intent with their proposal. Proposers for all current Orange County registered subcontractors identified on the **SCHEDULE OF SUBCONTRACTING – SDV PARTICIPATION FORM**. These letters of Intent must indicate the scope of work to be performed by every registered SDV plus the percentage of the overall contract fees to be contracted to the listed subcontractor.
- F. The Contractor's responsibilities and requirements are itemized below:
 - 1. Incorporate a 72-hour prompt payment assurance provision and payment schedule in all contracts between the prime and sub-Contractors.
 - 2. File copies of all executed subcontractor agreement/contracts between the prime and all SDV subcontractors on the project to Orange County Business Development Division.
 - 3. The Contractor shall furnish written documentation evidencing actual dollars paid to each subcontractor utilized by the prime Contractor on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the County may determine actual participation achieved by the prime Contractor prior to the issuance of final payment.

4. The Contractor shall submit an updated quarterly SDV utilization report and the "Employment Data, Schedule of Minorities and Women" report for all professional service contracts. The required reports are to be submitted to the Business Development Division no later than the fifth day after end of reporting period.
5. The Contractor shall not substitute, replace or terminate any SDV firm without prior written authorization of the Business Development Division, nor shall the Contractor reduce the scope of work or monetary value of a subcontractor without written authorization of the Business Development Division.
6. The Contractor shall expeditiously advise all SDV's and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the SDV firm(s) on their team.

Execution of the contract between Orange County and the Proposer shall be contingent upon the filing of executed contracts between the Proposer and the SDV subs listed on the SCHEDULE OF SUBCONTRACTING - SDV PARTICIPATION FORM with the Business Development Division.

Proposers are expressly prohibited from substituting subcontractors projected to perform five percent (5%) or more of the overall work as stated in the written Proposal. Such substitution, for any reason, after opening of the Proposal, and prior to award by the County, shall result in disqualification of the Proposal from further consideration for award, except in extraordinary circumstances. Examples of such circumstances are the subcontractors' firm going out of business; death of the owner of the firm; or the inability of the sub-Contractor to perform the work specified. Should such an occurrence arise, it must be substantiated, and the sub-substitution approved, by the County prior to contract execution.

Requests for substitution of subcontractors who are cumulatively scheduled to perform less than five percent (5%) of the over-all scope of services may be considered only prior to final scoring of Proposals by the Procurement Committee. Such requests for substitution must be in writing accompanied by a written withdrawal from the originally listed subcontractor. Failure to comply with these requirements shall result in disqualification of the Proposal from further consideration for award. The Procurement Committee shall be the sole determinant regarding acceptance/rejection of requested substitutions.

The proposer understands that this RFP does not constitute an agreement or contract with the Proposers.

Any Proposers who submits a Proposal to the County with any information that is determined by the County, in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect may be disqualified from consideration.

When considering two (2) or more proposals, or replies for the procurement of goods or services, where at least one is from a registered SDV business enterprise but which are otherwise equal with respect to all relevant considerations, including price, quality, and service, the Procurement Division Manager shall award such procurement or contract to the registered SDV business enterprise.

If a registered SDV, entitled to the vendor preference and one (1) or more other M/WBE businesses also entitled to this preference, or another vendor preference provided by the Orange County Code, submits bids, proposals, or replies for the procurement of goods or services which are otherwise equal with respect to all relevant considerations, including price, quality and service, then the Procurement Division Manager will award the procurement or contract to the business having the smallest net worth.

The Proposer shall contact the Business Development Division Liaison, at 407-836-8363 for any questions and/or concerns as it relates to Registered Service-Disabled Veterans.

14. QUALIFICATION - PHASE I

<u>EVALUATION CRITERIA</u>	<u>WEIGHT</u>
Qualifications of Staff	20
Qualifications of Firm	20
Technical Approach	25
Financial Capacity	15
Location	10
M/WBE Utilization	10
TOTAL	100

Displaced Workers Hires	5 Bonus Points
Registered SDV SubContractor Hires	10 Bonus Points
Registered SDV Prime proposers	5 Bonus Points

All proposers achieving a minimum of 400 points shall be deemed qualified to advance to Phase II.

15. SELECTION - PHASE II

Phase II proposals shall consist of presentations to the Orange County Board of County Commissioners, providing a general overview of the firm, its experience and capabilities. Firms should describe the benefits and advantages of their proposals and what competencies your firm provides in ways that benefit the County and will enhance the mission of the OCCC if your firm was selected. Topics should include, but are not limited to, sales support, business partnership development, and social and corporate responsibility.

Presentations will be accepted in strict accordance with the following conditions:

- A. No food samples by Proposers are permitted during any part of the presentation or question and answer session.
- B. The order of firm presentations will be determined by random draw at the time of the Procurement Committee, subject to a proposer achieving the minimum qualification score of 400 points.
- C. The Proposer’s presentation will be pre-recorded by Orange TV staff and conducted in the County’s specified Boardroom (Chambers), prior to the appointed presentation time for that firm.

- D. Presentation will be recorded during a maximum of a two hour block, during a Thursday/Friday timeframe, as designated by County, to be then broadcast during the following Tuesday's Board of County Commissioners general session. Firms are permitted multiple recordings or practice presentations to be filmed, but only one (1) filmed session will be submitted. No editing of presentations are allowed.
- E. Presentations will be a maximum of fifteen minutes in total run length. Any presentation that exceeds the fifteen minute maximum will be truncated at the fifteen minute (15:00) mark. Embedded videos are permitted, provided each video does not exceed a two minute (02:00) maximum length and will be included in the fifteen minute (15:00) total run length.
- F. Following each presentation, the Board reserves the right to conduct a question and answer session with that presenting firm. A firm's responses during the question and answer session are expressly limited solely to the firm's corporate executive "C-level" personnel or those specific Key Personnel as listed in the firm's RFP response.
- G. After all presentations and associated question and answer periods are concluded, the Board will proceed to a vote for award of contract to the selected firm.

EXHIBIT A SCOPE OF SERVICES

Y19-100-TJ, FOOD AND BEVERAGE SERVICES FOR THE ORANGE COUNTY CONVENTION CENTER

OVERVIEW

The Contractor shall be the exclusive provider of food and beverage services for the Orange County Convention Center (OCCC). The Contractor shall operate and manage the food service operations for the OCCC, utilizing all food service related locations at the OCCC, as described in the Scope of Services. Our clients demand the highest quality food services available, reflective of the OCCC's standing as one of the preeminent convention facilities in the country.

BACKGROUND

The OCCC is managed, maintained, marketed, and operated by the Orange County Board of County Commissioners. The OCCC is located at 9800 International Drive in Orlando, Florida, and consists of two multipurpose buildings, the West Building and the North/South Building, designed for conventions, trade shows, meetings and consumer events. The OCCC is comprised of approximately 7 million square feet of space, of which approximately 2.1 million square feet is exhibition space. There are parking facilities for approximately 8,200 vehicles and the Convention Center is presently accessible by five pedestrian bridges which are connected to adjacent hotels.

The mission of the OCCC is economic development. By hosting regional, national and international conventions, meetings and trade shows, the OCCC infuses the local economy with new money and expanding business opportunities. The mission of our staff is to provide outstanding service to the clients and users of the OCCC, to stimulate their desire to return and to enhance the community's reputation for excellence.

The OCCC has hosted prestigious national and international meetings, trade shows and events such as The International Home Builders Show, The Professional Golfers Association Merchandise Show, The American Dental Association, Microsoft Corporation, National Hardware Show and McDonalds Corporation.

**SCOPE OF SERVICES
TABLE OF CONTENTS**

**SECTION I
DEFINITIONS**

- 1.1 Accounting Period
- 1.2 Accounting Year
- 1.3 Adjusted Gross Receipts
- 1.4 Alcoholic Beverage
- 1.5 Allowable Expense
- 1.6 Catering Services
- 1.7 Center Premises
- 1.8 Chemicals
- 1.9 Client
- 1.10 Concession (aka, Retail) Services
- 1.11 Contract Account
- 1.12 Contract Term
- 1.13 The OCCC
- 1.14 Director
- 1.15 Efficiency Quotient
- 1.16 Equipment
- 1.17 Exhibitor
- 1.18 General Manager
- 1.19 Gross Catering Receipts
- 1.20 Gross Receipts
- 1.21 Net Receipts
- 1.22 Non-Allowable Expenses
- 1.23 Not-for-Profit
- 1.24 Smallwares
- 1.25 Staff Cafeteria
- 1.26 Subcontractor Sales
- 1.27 Technical Operational Equipment
- 1.28 Technical Services
- 1.29 Vending Equipment

**SECTION II
RELATIONSHIP OF PARTIES**

- 2.1 Exclusive Rights of Contractor
 - 2.1.1 Free Samples
 - 2.1.2 Services for Off-Site Functions
 - 2.1.3 Subcontracting of Services
- 2.2 Fiduciary Relationship of Contractor
- 2.4 Contract Administrator

SECTION III SERVICES TO BE PROVIDED

- 3.1 Special Services
 - 3.1.1 Room Service
 - 3.1.2 Exhibitor Services
 - 3.1.3 Personnel Services
 - 3.1.4 Not-for-Profit Services
 - 3.1.5 Staff Cafeteria
 - 3.1.6 Supplemental Services
- 3.2 Scheduling of Services
- 3.3 Menus and Price Schedules
 - 3.3.1 Competitive Pricing
 - 3.3.2 Posting of Menus
- 3.4 Products Offered by Contractor
 - 3.4.1 Quality of Products
 - 3.4.2 Compliance with Applicable Laws and Regulations
 - 3.4.3 Official Merchandise
 - 3.4.4 Brand Named Restaurant or Fast Food Operations
 - 3.4.5 Sale of Alcoholic Beverages
 - 3.4.6 Chewing Gum
 - 3.4.7 Vending Machines
- 3.5 Cooperation with Clients
- 3.6 Sales and Marketing
- 3.7 Contracts for Services
- 3.8 Sampling

SECTION IV OPERATIONS

- 4.1 Use of Space in the Center
 - 4.1.1 Set Up of Food and Beverage Service Areas
 - 4.1.2 On-site Chefs
 - 4.1.3 Mobile Concession/Retail Stands
 - 4.1.4 Storage Space
 - 4.1.5 Office Space and Furniture
 - 4.1.6 Access to Space
 - 4.1.7 Use of Center Premises, Equipment and Smallwares by Others
 - 4.1.8 Hours of Operations
 - 4.1.9 Altering Facilities
 - 4.1.10 Space utilization
 - 4.1.11 Suspension of Operations and/or Services
 - 4.1.12 Payment of Ad Valorem Real Property Taxes
 - 4.1.13 Flooring and Carpet Protection
- 4.2 Equipment and Smallwares
 - 4.2.1 Equipment Inventory
 - 4.2.2 Smallwares Inventory
 - 4.2.3 Linens

- 4.3 Maintenance and Repair of Center Equipment and Smallwares
 - 4.3.1 Equipment Not Provided by Center
 - 4.3.2 Technology Services
 - 4.3.3 Procurement of Equipment and Smallwares
 - 4.3.4 Receiving of Purchases
- 4.4 Business Management
- 4.5 Supplies
 - 4.5.1 Procurement of Supplies
 - 4.5.2 Use of Locally-Purchased Products
 - 4.5.3 Limitation of Liability and Lien
 - 4.5.4 Receiving Areas
 - 4.5.5 Inspection and Storage of Merchandise
 - 4.5.6 Maintenance of Supplier Databases
 - 4.5.7 Liquor Licenses
- 4.6 Cleaning and Janitorial Services
 - 4.6.1 Janitorial Services
 - 4.6.2 Garbage
 - 4.6.3 Grease
 - 4.6.4 Pest Control
 - 4.6.5 Cleaning, Inspection and Sanitation
 - 4.6.6 Green Seal Products
- 4.7 Utilities
- 4.8 Safety
- 4.9 Sustainability
- 4.10 Waste
- 4.11 Hydroponic Gardens

SECTION V TRANSFER OF SERVICES

- 5.1 Start-up Costs
- 5.2 Appointment of Managerial Staff to Assist Transition

SECTION VI PERSONNEL

- 6.1 Management and Supervision of Employees
 - 6.1.1 "Key Personnel"
 - 6.1.2 Sales Staff
 - 6.1.3 Hiring Expenses
 - 6.1.4 Visits to Center
- 6.2 Staff Level Employees
- 6.3 Non-Employees of Center
- 6.4 Equal Opportunity Employment
- 6.5 Compliance with Applicable Laws and Regulations
- 6.6 Employee Reporting
- 6.7 Fair Labor Standards
- 6.8 Tipping Policy

- 6.9 Employee Uniforms and Appearance
- 6.10 Background Checks
- 6.11 Right to Remove.
- 6.12 Non-Solicitation of Contractor's Management Employees

SECTION VI FINANCES

- 7.1 Contract Account
 - 7.1.1 Payment of Allowable Expenses
 - 7.1.2 Investment of Account Funds
 - 7.1.3 Taxes and Surcharges
 - 7.1.4 County Sales Tax Exemption Identification Number
 - 7.1.5 Account Records
- 7.2 Allowable Expenses
- 7.3 Non-Allowable Expenses
- 7.4 Center Administration Fee
- 7.5 Contractor Management Fee
- 7.6 Contractor Efficiency Incentive
- 7.7 Adjusted Gross Receipts
- 7.8 Payments and Shortfalls
- 7.9 Contractor Infusion of Capital Investment and Technology Capital Funds
- 7.10 Annual Marketing Funds
- 7.11 Emergency Box Meals

SECTION VIII RECORDS AND REPORTING

- 8.1 Reporting
- 8.2 Audits
- 8.3 Budget
- 8.4 Notice of Errors

SECTION I DEFINITIONS

Unless defined otherwise herein, the following words and phrases shall have the following meanings:

- 1.1 **"Accounting Period"** means each calendar month during the term of this Contract, to begin on the first day of the month.
- 1.2 **"Accounting Year"** means each twelve-month period beginning October 1 and ending September 30; with the sole exception of the Initial Contract Term as defined below.
- 1.3 **"Adjusted Gross Receipts"** means the amount of Gross Receipts remaining at the end of each Accounted Period after the deduction of Allowable Expenses, any fees due to the OCCC and/or the Contractor, and any prior shortfalls.
- 1.4 **"Alcoholic Beverage"** means wine, distilled spirits, beer and other beverages treated as alcoholic beverages under Florida law.
- 1.5 **"Allowable Expenses"** means any and all expenses that can be charged against Gross Receipts under the terms of this Contract
- 1.6 **"Catering Services"** means all food and beverage services provided in the OCCC's halls and meeting rooms and of a restaurant, buffet or sit-down meal nature, and does not include all Concession Services, vending machine and staff cafeteria services.
- 1.7 **"Chemicals"** means cleaning products herein. Those that have the Green Seal Certification Mark may be found on the website: www.greenseal.org. Those products that have a Green Seal Certification Mark are preferred for use at the Center, but all chemicals and cleaning products must be approved by OCCC before using under this contract.
- 1.8 **"Client"** means any person or entity that may, from time to time, use space within the OCCC for a public or private convention, trade show, exhibits, or other similar event.
- 1.9 **"Concession (aka, Retail) Services"** means over-the-counter sales at all fixed and mobile food and beverage areas, stands or carts, and also shall include supplemental services such as shoe shine, massage or other miscellaneous services as approved by the OCCC.
- 1.10 **"Contract Account"** means the commercial bank account established by the Contractor in accordance with the terms of this Contract.
- 1.11 **"Contract Term"** is referenced by:
 - 1) **"Initial Contract Term"** which means the period from the date of contract execution until September 30, 2022.
 - 2) **"First Renewal Option Term"** which means a (4) four-year period beginning on the end date of the Initial Contract Term and shall end on September 30;

- 3) **“Second Renewal Option Term”** which means a (3) three-year period beginning on the end date of the First Renewal Option Term and shall end on September 30. The Contract Term schedule is designed to coincide with the end of each County fiscal year, and also the Accounting Year, as stated herein.
- 1.12 "Director"** means the Center's Executive Director, a department director responsible to the Orange County Administrator and Orange County Mayor for the operation, maintenance and promotion of the OCCC, or their designee appointed to administer specific aspects of the Contract.
- 1.13 “Efficiency Quotient”** means Net Receipts divided by Gross Receipts.
- 1.14 "Equipment"** means fixtures, kitchen equipment, concession stand equipment, etc., and excluding personal conveyance devices (such as Segways, utility carts, etc.), transporting equipment (pallet jacks, etc.), trucks and other vehicles.
- 1.15 "Exhibitor"** means an individual or company that is provided space by the Client.
- 1.16 "General Manager"** means the on-site manager appointed and employed by the Contractor in accordance with the terms of this Contract.
- 1.17 "Gross Catering Receipts"** means receipts derived from Catering Services. Gross Catering Receipts are included within Gross Receipts, as defined herein.
- 1.18 "Gross Receipts"** means all monies paid or payable to the Contractor or any of the fees from Contractor's subcontractors for sales made or services rendered at or from the OCCC, or from any other source related directly or indirectly to this Contract. Gross Receipts includes all such monies, whether collected or uncollected, whether for cash or credit, including the sale of items prepared on the OCCC premises on a "take-out" basis for sale or delivery directly to the consumer. Gross Receipts shall not include Direct Cost Reimbursements.
- 1.19 “Net Receipts”** means the amount of Gross Receipts remaining after the deduction of Allowable Expenses. Note: The OCCC Administration Fee, the Contractor Management Fee and the Contractor Efficiency Incentive are specifically excluded from the calculation of Net Receipts.
- 1.20 “Non-Allowable Expenses”** means any and all purported expenses which are not chargeable against Gross Receipts under the terms of this Contract.
- 1.21 "Not-for-Profit"** means the provision of a service, operation or function to market the OCCC, food & beverage operation, Orange County tourism industry, or in furtherance of the OCCC's mission in the community and/or convention industry, or other service expressly treated as not-for-profit hereunder on an at-cost basis (including cost of product, labor and associated benefits, and supplies not to exceed fifteen percent (15%) of the retail sales price of such item[s]) in accordance with the terms of this Contract.
- 1.22 "OCCC"** means the existing facility known as the Orange County Convention Center, West Building located at 9800 International Drive, Orlando, Florida, and the North/South Building located at 9899 International Drive, Orlando, Florida.

- 1.23 "Smallwares"** means all cooking, eating and serving utensils used in performance of this Contract, including but not limited to plates, cups, saucers, knives, forks, spoons, glasses, pitchers, serving dishes, linens and all other tableware, pots and pans, kitchen utensils, and storage containers.
- 1.24 "Staff Cafeteria"** means where the OCCC's staff and other approved personnel are provided to eat. The OCCC's staff and teamed companies are allowed to eat the food at cost while others may pay the going prices.
- 1.25 "Subcontractor Sales"** means sales made in connection with this Contract by subcontractors.
- 1.26 "Technical Operational Equipment"** means having a unit cost of \$1,000 or less and/or a useful life of 1 year or less which is used in the normal day to day operations.
- 1.27 "Technology Services"** means telephones, cellular phones, radios, fax machines, copiers, computers, hardware and software, internet (data), Point of Sales System, cash register/work stations, personnel time clocks) Temperature Monitoring System, and all other Technology Services.
- 1.28 "Vending Equipment"** means all automatic vending machine equipment that serves canned and/or prepackaged foods, or provides cash, or others as approved by the Director in an automated manner.

SECTION II RELATIONSHIP OF PARTIES

Unless specifically stated otherwise herein, the relationship between the County and the Contractor shall be as follows:

2.1 Exclusive Rights of Contractor. To the extent that the Contractor provides food and beverage services in accordance with the terms of this Contract, the Contractor shall have the exclusive right, except as otherwise expressly provided herein, to provide such services to the Clients, patrons and employees of the OCCC on premises. Such right shall include, but not be limited to, the right to provide Catering Services, Concession/Retail Services, vending machine and staff cafeteria services, and all other services expressly authorized by this Contract.

2.1.1 Free Samples. Notwithstanding anything herein to the contrary, free samples of food and beverages or other items may be given away by or on behalf of any Client or patron of the OCCC at the discretion of the Director. The Contractor shall not interfere with any such free distribution.

2.1.2 Services for Off-Site Functions. The OCCC's food service facilities shall not be used by Contractor for off-site food functions except for functions that are for the specific benefit of the OCCC or for Orange County Government, and are approved in advance in writing by the Director.

2.1.3 Subcontracting of Services. Services or functions to which the Contractor has an exclusive right under this Section (including services in support of the operation for which the Contractor is responsible under this Contract) may be assigned to subcontractors in accordance with this Contract, subject to the advance written consent of the Director to each such assignment. No such assignment shall relieve the Contractor of its obligation to provide any service or perform any function in accordance with this Contract.

The County may, at its option, extend the Contractor's exclusive right to provide food and beverage services to future expansions of the OCCC constructed at the OCCC or off-site. However, unless the County's Board of County Commissioners expressly approves such an extension of services, the Contractor shall have no right under this Contract, exclusive or non-exclusive, to provide food and beverage services at such expansions of the OCCC.

2.2 Fiduciary Relationship of Contractor. The Contractor agrees that for the purposes of managing, investing and spending funds in the Contract Account, the Contractor is a fiduciary to the OCCC, with all the duties and obligations to the OCCC commensurate with such a relationship, including, but not limited to;

- a. The duty to manage, invest and expend such funds, in accordance with the provisions of this Contract, prudently, and in a manner producing the highest available income to the County consistent with an appropriate level of opportunities and risk, and with the highest degree of quality and care;

- b. The duty to take all reasonable and practical steps to secure purchase and/or payment discounts from vendors or suppliers, all of which shall accrue to the Contract Account and reduce their respective Allowable Expenses accordingly; and
- c. The duty to manage and budget all Allowable Expenses incurred during the course of the operation so as to achieve the highest possible economic efficiency.

2.4 Contract Administrator. The Director, and which may be conveyed through its designated contract administrator, shall be the final authority with regard to the Contractor's control, management and performance of the services provided under this Contract. All communications, requests, procedures, approvals or changes shall be submitted through the Director. Additionally, the Director will have the right to issue reasonable rules and regulations, not specifically contrary to the express terms of this Contract, governing the general provision of services, so as to maintain a consistency of kind and quality of service, adequacy of number of personnel providing service, compatibility of products with the events at the OCCC, and other parameters.

SECTION III SERVICES TO BE PROVIDED

The Contractor shall provide Catering Services, Concession/Retail Services, vending equipment and staff cafeteria services, and all other food and beverage services required by this Contract. **The Contractor shall provide the highest quality, top-tier service to the OCCC's clients, patrons and staff, on a consistent basis, and shall continuously strive to meet and exceed the expectations of the OCCC's clients and patrons.** In regard to the numbers of clients served, at various times of day and night, and in places about the OCCC's premises or off premises, such service shall be provided in accordance with the needs of clients. Failure to provide any food and beverage service in accordance with this Contract shall be a material breach of this Contract, such that Contractor shall, subject to reasonable notice provided, be deemed in default.

3.1 Special Services. In addition to the specified food and beverage services, the Contractor shall provide specialized services associated with certain convention/trade show activities. These specialized services shall include, but not be limited to, the services described in the following subsections:

- 3.1.1 Room Service.** The Contractor shall distribute various snack-type and catered meals in the areas utilized by clients, similar to the room service normally associated with hotels, including, but not limited to, the following services:
- a. Plated and buffet style meals;
 - b. Coffee/snack service at stations located within a show office or in meeting room areas (normally sold in quantity amounts, i.e. per gallon, per each, per dozen. etc.).

The Contractor shall provide constant and frequent attention to insure food and beverage items are kept fresh and in adequate supply.

- 3.1.2 Exhibitor Services.** During events in which areas are utilized for exhibitor product display purposes, the Contractor shall provide services to clients or their exhibitors for purposes of entertaining patrons, or for their personal consumption. Exhibitor services shall include, but not be limited to, the following:
- a. Storage and/or refrigeration and delivery of exhibitor products;
 - b. Preparation (i.e., cooking assembly, etc.) of exhibitor products.
- 3.1.3 Personnel Service.** The Contractor occasionally shall provide personnel for special purposes or other activities to promote the OCCC, local tourism industry, and/or food and beverage operation to potential clients, and to carry out other functions consistent with the OCCC's mission in the community and convention industry in addition to the normal personnel provided by the Contractor.
- 3.1.4 Not-for-Profit Services.** All Not-for-Profit Services shall be operated and billed at cost such that neither the Contractor nor the OCCC shall charge any fees or commissions for these services. In the case where a standard approved retail price has not been established, the Contractor shall charge only for the goods and services directly related to the function including cost of food, direct labor to produce and serve the food and beverages, and cost of supplies. The Contractor and the OCCC will meet annually to establish "at cost" charges for the forthcoming fiscal year.
- 3.1.5 Staff Cafeteria.** The Contractor shall provide all reasonably necessary services to provide food and beverage services to the staff of the OCCC, contractor and subcontractors of the County or the Contractor in the staff cafeteria. Deviations from the normal business hours for the staff cafeteria shall be approved by the Director. The staff cafeteria shall be run on a Not-for-Profit basis.
- 3.1.6 Supplemental Services.** The Contractor shall provide supplemental services to clients, patrons and attendees such as shoe shine, massage or other miscellaneous services, if requested by, and as approved by the OCCC. In addition to the above special services, the Contractor shall provide, at the Director's request, specialized or modified food and beverage operations to satisfy the reasonable request of any client.
- 3.2 Scheduling of Services.** The OCCC will give the Contractor advance notice of the nature of scheduled events and such information as is available regarding the probable attendance at each event. The OCCC will make reasonable efforts to notify the Contractor of cancellation of previously scheduled events to which due notice has been given the OCCC. The OCCC will incur no liability for failure to deliver notice of cancellation. The Contractor shall be held accountable for furnishing full and adequate service for the full period of time required for any event of which the Contractor has had notice.
- 3.3 Menus and Price Schedules.** The Contractor shall create imaginative and complete menus in consultation and coordination with the Director. The Director and the Contractor, by mutual agreement, may increase or decrease the maximum price or size of any product offered for sale.
- 3.3.1 Competitive Pricing.** Quantities, portions, quality and prices of food and beverages shall be mutually agreed upon by the parties. The parties shall

mutually agree upon fees, commissions and service charges to be charged to Clients, exhibitors and patrons for food and beverage services. Fees and commissions shall be included in Gross Receipts. Service charges shall not be included in Gross Receipts, but shall be placed in a separate account and used to directly offset monthly Allowable Expenses for staff-level employees' salaries. Reasonable effort shall be made by Contractor not to discourage use of the OCCC by reason of exorbitant pricing, unavailability of service, inferior quality or other non-competitive practices. Prices shall be competitive with prices charged nationally for similar products and services at comparable first-class convention centers and hotels. The OCCC reserves the right to intercede, upon providing appropriate notice, in negotiations with clients or prospective clients in those instances where the OCCC determines that Contractor is failing to provide competitive and quality services.

3.3.2 Posting of Menus. The Contractor shall keep posted at each location where concession and/or vending services are provided, in a place conspicuous to clients and patrons of the OCCC, a full menu of all concession and/or vending items and prices offered on a given day. Prices shall be posted in displays on all stands and vendor's equipment. The costs of operating, maintaining and reconfiguring the signs (including applicable hardware/software, and for static and digital signage) shall be solely borne by the Contractor, and as an Allowable Expense. Note: digital signage refers to all applicable equipment and components (which includes digital displays, media players, and software licensing to allow the Contractor to update the displays through OCCC's network. Capital improvements provided in food service areas shall meet hardware and software Technology Standards. The Director shall be the sole and final judge for prices, sign quality, size of letters and propriety of any advertising proposed. The Contractor, upon request of the OCCC, shall prepare appropriate sample menus for distribution to prospective Clients and patrons of the OCCC. Menus shall include the available items, prices and date of distribution.

3.4 Products Offered by Contractor. The Contractor shall sell those products, commodities and articles normally found in operations of this type.

3.4.1 Quality of Products. The Contractor recognizes and agrees that the quality of items sold and services performed at the OCCC is a matter of highest concern, is to be reflective of a top-tier service level, and is of the essence of this Contract. All food and beverages and other items sold or kept for sale at the OCCC shall be of first quality, wholesome and pure as determined by the OCCC. **The Contractor shall not sell or serve any products of inferior quality, in the judgement of the Director.** No imitation, adulterated or misbranded article shall be sold or kept for sale. All food products sold to individuals through various outlets shall be prepared and handled to provide fresh, high quality products. Any article identified by the Director in good faith as not being fresh and of first quality, wholesome or pure shall be removed from the OCCC's premises and shall not be offered for resale. The Contractor shall comply with industry standards for comparable top-tier convention centers regarding

beer, wine, spirits and other alcoholic beverages regarding quality, quantity, storage and handling. The Director may require the Contractor to change suppliers or vendors in the interest of quality, availability, competition or public appeal.

3.4.2 Compliance with Applicable Laws and Regulations. All food and beverages served by Contractor shall conform in all respects to all applicable federal, state and county statutes, ordinances and regulations.

3.4.3 Official Merchandise. The OCCC reserves the right to designate any brand or item of food, beverage or merchandise the "official" food, beverage or merchandise of the OCCC. The Director will notify the Contractor in writing of the "official" designation and of the terms and conditions pertaining to such designation. Thereafter, the Contractor shall comply with all such terms and conditions, including, if applicable, exclusive use of the product (except alcoholic beverages) within the OCCC. However, the Contractor will not be required to offer such merchandise if the Contractor demonstrates that the quality of such merchandise is lower than industry standards for comparable top-tier convention centers.

3.4.4 Brand Named Restaurant or Fast Food Operations. The Center reserves the right to direct the Contractor to bring into the OCCC well known brand food operations and/or negotiate directly with any well-known brand, to include but not limited to, restaurant and other fast food operations. If the OCCC opts to establish a contract directly with branded operator(s), the Contractor shall not share in the revenue.

3.4.5 Sale of Alcoholic Beverages. Wine, beer, spirits and other alcoholic beverages shall be offered for sale to the extent permitted by applicable state and local laws and subject to reasonable regulations established by the OCCC.

3.4.6 Chewing Gum. Chewing gum shall not be offered or sold on the OCCC premises by the Contractor or its subcontractors.

3.4.7 Vending Machines. Vending food prices shall be mutually agreed to by the parties. The Contractor shall furnish and install the following vending equipment:

- a. Drink Machines (hot and cold);
- b. Juice Machines;
- c. Snack/Candy Machines.

The OCCC reserves the right to increase, decrease or change the type of equipment to be furnished. Prior approval of the placement of vending machines shall be obtained from the Director. Vending machines shall be placed so as to not create a safety hazard. Vending machines located in the staff cafeteria, break-rooms and other areas to support personnel working at the OCCC shall be operated on a Not-for-Profit basis.

Also, if other sourcing options are not practical, the OCCC reserves the right to require the Contractor to provide and/or manage automated cash machines and/or money changing machines.

In the event the Contractor subcontracts vending machine services, the Contractor shall submit to the Director an explanation of vending machine control methods, including the following information:

- a. The name, address, and phone/email contact information of the subcontractor;
- b. The subcontractor's reputation and industry experience.

In the event that vending is subcontracted, the Contractor shall be the sole contact responsible for the services subcontractors provide.

3.5 Cooperation with Clients. The Contractor shall use its best efforts, within the scope of this Contract, to accommodate the needs and wishes of the OCCC's clients and prospective clients. The Contractor shall develop internal policies and procedures in arranging and planning for food and beverage services for clients, subject to the approval of the Director.

3.6 Sales and Marketing. The Contractor shall develop, execute, and continue to refine annually, a sales and marketing program for services at the OCCC, which shall describe the Contractor's method of selling, marketing and advertising food and beverage services, including any joint marketing of services provided to the OCCC's clients at the OCCC and off-site. The Marketing Plan shall include the following, but not be limited to:

Communication Tools and Resources:

- A. Website shall be continually maintained with current content and contact information.
- B. The Contractor's website. Orange County Government's Accessibility Statement (<http://www.ocfl.net/accessibility>) requires compliance with WCAG (Web Content Accessibility Guidelines) 2.0 Level AA. All Orange County's digital products must comply with the Section 508 of the Americans with Disabilities Act, including WCAG 2.0 Level AA.
- C. Online ordering shall be accomplished through the OCCC's Event Management Software Application ('EBMS' by Ungerboek). The OCCC will provide applicable licensing and administrative access to the Contractor. Online ordering is hosted by Ungerboek for the Contractor and OCCC.
- D. Center's website: The OCCC will provide a home page and links for the Contractor to create content and services targeted to the event planner, exhibitors and attendees.
- E. Presentations: The OCCC will schedule opportunities for the Contractor to present to potential prospects and clients during site visits and planning visits on a regular basis.

F. Promotional Collateral: The OCCC will include the Contractor's sales and marketing information during site visits, planning visits and proposals. The Contractor shall provide a complete sales kit to include but not limited to:

1. Menus for Clients
2. Menus for Exhibitors
3. Brochure of available Concession Options/Services

Sales Plan:

- A. Sales process for prospective and pending clients and contacts
- B. Sales process for exhibitors
- C. Theme event options
- D. Sample of proposals and correspondence
- E. List of value-added and up-sell services and offerings
- F. Provide annual reports of market and competitive price comparisons
- G. Provide list of memberships, participation and activities in pertinent professional industry organizations

Partnership with the OCCC's staff:

- A. Meetings with Center's Sales Team and Marketing Team
- B. Travel with the OCCC's Sales Team to promote shows, provide presentations to contracted events and partner in soliciting new business
- C. Participate on Service Partners Committee
- D. Schedule periodic "Chef Tastings" for selected OCCC's staff and clients.

Advertising:

- A. Provide media and advertising plan to upsell services
- B. Coordinate with the OCCC co-op advertising

Public Relations:

- A. Provide newsletters, email blasts or public relations efforts coordinated by the Contractor's corporate and/or on-site staff.
- B. Coordinate with the OCCC's public relations staff for events and community involvement.

Customer Service and Delivery:

- A. Training programs for the OCCC staff: Sales Managers, Exhibitor Service Representatives and Event Managers.
- B. Provide presentations as needed for new offerings and services

Marketing Plan:

The Marketing Plan shall be updated and provided to the OCCC on at least an annual basis and subject to the approval of the Director. The Contractor shall not sell, market or advertise the services provided under this Contract in any manner other than as described in the sales and marketing program, unless, in each instance, expressly approved by the Director, such approval not to be unreasonably withheld. The Contractor shall have no right to use the trademarks, symbols or trade names of the OCCC, directly or indirectly, in connection with any production, promotion, service or publication not located in the OCCC, without the advanced written approval of the Director, such approval not to be unreasonably withheld.

- 3.7 Contracts for Services.** Unless otherwise mutually agreed to by the parties, the Contractor shall (i) secure legally enforceable agreements with clients for the provision of, and payment for food and beverage services provided under this Contract (including assignment(s) of existing agreements made with the prior food and beverage contractor), and (ii) administration and enforcement of such agreements. The Contractor and County shall make reasonable, good-faith efforts to protect one another's interests in securing, administering and enforcing agreements with Clients for food and beverage services and for use of the OCCC's premises, respectively. The costs of performing the services in this Section including but not limited to, the costs of running reasonably necessary credit checks on clients and reasonable collection expenses, shall be treated as an Allowable Expense.
- 3.8 Sampling.** The Director reserves the right to examine and/or sample the products served by the Contractor at any time, without notice to Contractor, for the purpose of assessing quality and portion controls.

SECTION IV OPERATIONS

The OCCC will furnish to the Contractor for the term of the Contract, reasonable office space, storage and kitchen space, equipment, smallwares (at established par levels), to enable the Contractor to perform its obligations under this Contract. The Contractor shall use and manage all space, equipment and other items provided by the OCCC in accordance with this Section.

- 4.1 Use of Space in the Center.** The Contractor shall operate its food and beverage services in the areas designated by the OCCC in a manner that fosters the convenience and safety of the clients, patrons and employees of the OCCC. Payment of the cost of repair of damages done to equipment, fixtures, floors, ceilings, walls, windows, doors (including but not limited to, passenger, roll-up, and overhead doors), elevators, moving sidewalks, escalators, or other property (normal wear and tear excepted) caused by the Contractor or its employees or subcontractors will be the responsibility of the Contractor as a Non-Allowable Expense. Damages that can be reasonably inferred and determined to be caused by the Contractor shall be charged as a non-allowable expense. All damages shall be reported to the OCCC's Security team to include generating an incident report. An incident report will not be required to determine financial responsibility for said damage. Neither the Contractor nor its employees shall distribute political campaign, religious or commercial solicitation literature of any kind at any time in or on the OCCC's premises. The Contractor is responsible for the daily cleaning and maintenance of all designated space, including but not limited to restrooms and drains, in the assigned areas. (Drains are to be primed on a weekly basis.)
- 4.1.1 Set Up of Food and Beverage Service Areas.** The Contractor shall have food and beverage outlets open and in full operation (**including the lighting of pilot lights and other associated opening routines and tasks**) at times and places mutually agreed upon by the parties. The Contractor shall ensure all equipment is operable at the time of opening. The Contractor shall furnish all common and skilled labor for setting up, dismantling or moving of mobile or temporary food and beverage facilities

as well as providing cleanup and trash removal and any other closing routine. The OCCC will set-up and tear-down all tables and chairs except those used for break service and those specifically required by the Contractor. Unless otherwise approved by the Director, the Contractor shall provide the covering and draping of tables, placing of decorations on tables, and placement and removing of all smallwares, tablecloths and draping. The Contractor shall operate within the framework of the OCCC's event schedule. The OCCC will, when possible, schedule reasonable time periods for set-up and removal of the necessary equipment and smallwares. However, the Contractor shall provide adequate staff to perform required set-up and removal to accommodate the OCCC's schedule.

4.1.2 On-Site Chefs. Food served shall normally be cooked and prepared on the OCCC's premises, with the exception of certain baked goods and standard canned and packaged items, or other items, as approved by the Director.

4.1.3 Mobile Concession/Retail Stands. All Concession Services shall be operated in a manner that does not interfere with the orderly operations of the OCCC. All mobile concession/retail stands must be UL-certified and applicable sticker displayed. Sales shall be conducted only at locations approved by the Director. The Contractor shall render such services in a professional manner, and in accordance with the Sales and Marketing program described in Section 3.6. No pressure or coercion shall be used by the Contractor in an attempt to influence the OCCC's clients, patrons or employees to purchase services or products from mobile concession/retail stands. The Contractor shall use point-of-sale devices supplied by the Contractor. The number and placement of point-of sales devices shall be jointly agreed upon by the Contractor and Director. When moving or repositioning mobile concession/retail stands the Contractor shall consistently and fully protect the floor (utilizing properly secured visqueen, floor mats, etc.) and any other space utilized for such mobile concession/retail stand use, and the Contractor shall properly promptly clean up the space and equipment when finished.

4.1.4 Storage Space. The OCCC will furnish to the Contractor storage space reasonably necessary to carry out the Contractor's duties and obligations under this Contract.

4.1.5 Office Space and Furniture. The OCCC will furnish reasonable office space and existing furniture to the Contractor. The OCCC will not provide new office furniture during this contract. The Contractor shall furnish any additional or replacement furniture. The Contractor shall not use this office space and furniture for purposes other than operations under this Contract without the prior written approval of the Director. The Contractor shall keep office furniture and space in good order, normal wear and tear excepted. Any repairs due to neglect will be billed to the Contractor.

4.1.6 Access to Space. The Contractor and its employees shall be entitled to enter upon and remain in the OCCC's premises only as necessary to perform the services provided under this Contract. Access by Contractor's employees shall be limited to the areas in the OCCC designated for food and beverage storage, preparation or service or available for common use. No provision of this Contract shall be read to limit or qualify the right of the Contractor to free and unobstructed use, occupation and control of the OCCC, and ingress and egress for itself, its clients, patrons and employees. Representatives of the OCCC will have the right to enter upon and have access to all areas occupied by the Contractor. Missing/lost keys shall be reported to the OCCC's Security team. The Contractor shall be responsible for charges for re-keying of all applicable door locks due to the Contractor's missing/lost keys.

4.1.7 Use of Center Premises, Equipment and Smallwares by Others. The Contractor shall not permit the use of any part of the OCCC's premises by third parties without the prior written approval of the Director. The Contractor understands and agrees that the OCCC may lease space for certain major functions, which have as their primary purpose, the preparation and consumption of food and beverages, in which case the Director may grant a client permission to sell or otherwise dispense food and beverage products. In such cases, the Contractor may charge a reasonable fee for the client's use of the food services equipment and smallwares, and right to provide food and beverage services on the OCCC's premises, subject to the prior approval of the Director. These charges shall be included in Gross Receipts. The client and the Contractor shall together inspect the equipment, smallwares and food services areas used by the client prior to and following such use. Any damages or losses (normal wear and tear excepted) to space, equipment or smallwares caused by the Client which is identified in the post-function inspection shall be the responsibility of the client, to be collected by the Contractor.

4.1.8 Hours of Operations. The Contractor's hours of operation shall generally be agreed to mutually by the Contractor and the OCCC, however the Director will retain final authority.

4.1.9 Altering Facilities. The Contractor shall not alter, add to or in any way vary the food service facilities or equipment therein, or any signs, without having obtained written consent from the Director. All improvements, alterations and/or additions shall become the absolute property of the OCCC. The Contractor shall not remove any article, piece of equipment, smallwares or other property furnished by the OCCC without the express permission of the Director.

4.1.10 Space Utilization. The location of all operations of the Contractor, including but not limited to those locations assigned to the Contractor, are subject to the approval and discretion of the Director. The Director may impose certain transportation and storage requirements' and restrictions so as not to conflict with access and egress by clients and patrons.

4.1.11 Suspension of Operations and/or Services. The OCCC reserves the right to direct the Contractor to partially or completely suspend operations and/or services during those events with which such operations may be, in the reasonable opinion of the Director, incompatible.

4.1.12 Payment of Ad Valorem Real Property Taxes. In the event ad valorem real property taxes, for whatever reason, become applicable to all or any portion of the OCCC, the taxes attributable to the operation, based upon the *pro-rata* share of taxable space occupied by the Contractor, shall be paid by the Contractor in November to obtain the lowest discount, as an Allowable Expense. The *pro-rata* share of taxable space shall be determined:

- a. by the Director, in the event the OCCC's premises as a whole become taxable: or
- b. by the taxing authority, in the event the space attributable to the operation, and not the OCCC's premises as a whole, becomes taxable.

Payments shall be made in accordance with applicable laws, regulations and generally accepted accounting principles, and shall, in the discretion of the Director, be made either directly to the taxing authority, or to the OCCC's operating accounts to be passed through to the taxing authority by the County. The County will have the right to contest the assessment by the taxing authority of the OCCC's premises as a whole the Contractor, shall have the right to contest the assessment by the taxing authority of the space attributable to the food service operation in the event that the food service space and not the OCCC's premises as a whole, becomes taxable. In such event, the other party shall cooperate with and participate in such effort to contest the assessment. The reasonable cost of participation in such effort shall be a Non-Allowable Expense.

4.1.13 Flooring and Carpet Protection. The Contractor shall make all reasonable efforts (including but not limited to properly secured visqueen, floor mats, etc) to protect the OCCC's flooring and carpets in all space utilized during the course of the operation, and to comply with reasonable rules and practices prescribed by the OCCC.

4.2 Equipment and Smallwares. All intended purchases for equipment or smallwares shall be approved by the OCCC before purchased. The OCCC will provide the Contractor with the equipment (including existing office furniture) and smallwares listed in Exhibits A and B to be attached hereto and incorporated herein by reference in accordance with this section, which shall remain the property of the OCCC. (Consumable items, such as salt/pepper shakers, napkin dispensers, etc., are purchased by the Contractor and not subject to the OCCC's inventory.) **Note: The Contractor shall provide and maintain its own vehicles (trucks, etc), personal conveyance devices (utility carts, Segways, etc), transport equipment (pallet jacks, etc), office furniture (maintenance of existing and of own purchases) and any other related types of transport equipment, as a Non-Allowable Expense.** The Contractor accepts items furnished under this Contract in the condition in which they are found by the Contractor at the commencement of this Contract or at the time they are furnished,

if later. The Contractor shall keep equipment and smallwares in good order, normal wear and tear excepted. Any repairs due to neglect, intentional damage, etc., will be billed to Contractor. Note: The Director will be entitled, at any time, to conduct an inventory of products, equipment and smallwares.

The Contractor certifies to the County that it is not entitled to and will not take any tax position that is inconsistent with being a service provider to the County with respect to the managed property. This would include, but not be limited to, acknowledging the County owns the OCCC food service kitchen capital and operational assets and the vendor will not seek to depreciate for tax purposes such kitchen capital and operational assets which may be used by the Contractor to serve the clients.

4.2.1 Equipment Inventory. Within thirty (30) days of the commencement of this Contract, and as determined by the Director thereafter, the OCCC and the Contractor shall conduct a complete equipment inventory and list the results, to be attached hereto as the exhibits described above. The Contractor may prepare lists of additional equipment and the estimated costs thereof, which the Contractor recommends should be purchased by the OCCC to maintain or increase par levels. Such list shall be presented to the OCCC by a deadline to be mutually agreed upon by the OCCC and Contractor. The Contractor and the OCCC shall meet prior to the beginning of each accounting year to mutually determine if any additional equipment shall be purchased.

4.2.2 Smallwares Inventory. The Contractor shall conduct a physical inventory of smallwares at least once a year as an Allowable Expense unless otherwise approved by the Director. This inventory shall be scheduled around show activity. The OCCC reserves the right to have the Contractor engage an independent qualified firm to conduct this inventory as an Allowable cost. The Contractor shall provide the OCCC with the results of the physical inventory within ten (10) business days of completion. Based on these results, the OCCC may require the Contractor to accomplish spot cycle counts and take other actions to ensure adequate control of smallwares. The Contractor shall replace missing or damaged smallwares within a reasonable time and/or to minimize the need to rent smallwares, whichever comes first. The Contractor shall replace damaged, lost and missing smallwares as required to maintain par levels. The Contractor shall be solely responsible for damaged, broken or missing smallwares replacement expenses in excess of one half percent (0.05 %) of Gross Catering Receipts of the prior months where the smallwares were used as a Non-Allowable Expense. The Contractor shall make timely purchases as approved by the OCCC, provide appropriate documentation and the opportunity for OCCC's warehouse staff to verify the smallwares have been delivered to the OCCC.

4.2.3 Linens. The Contractor shall lease/rent its own linens, inclusive of laundry and/or dry cleaning. If the OCCC decides to purchase linens for the Contractor to use, a vendor shall be contracted to perform laundry and/or dry cleaning services, and in which case the Contractor then shall reimburse the OCCC for such services rendered by the separate vendor as an Allowable Expense.

4.3 Maintenance and Repair of Center Equipment and Smallwares. The Contractor and the OCCC shall maintain the facilities in first-class condition (normal wear and tear excepted), and shall maintain the equipment in operable and presentable condition (normal wear and tear excepted). All equipment/smallwares shall be cleaned after every function. Large equipment (including but not limited to, hot boxes, cold boxes, rolling shelves, rolling/stationary refrigerators, coolers and freezers) shall be deep cleaned on a strict quarterly basis. Unless the Director deems otherwise, the Contractor shall be responsible for performing all maintenance and repairs. Damage incurred as a direct result of abuse or lack of maintenance on the part of the Contractor shall be charged directly to the Contractor as a Non-Allowable Expense. Individual repairs costing \$5,000.00 or less shall be charged as an Allowable Expense. Individual repairs exceeding \$5,000.00 will be reimbursed by the OCCC, providing the OCCC grants approval of the purchase. If the cost for repair exceed the replacement value, the OCCC may opt to replace with new equipment. The Contractor, with the approval of the Facility Maintenance Manager or designee, shall implement a comprehensive preventative maintenance and repair program for all hot equipment units. All such preventative maintenance and repairs shall be coordinated with the Facility Maintenance Manager, or designee. All refrigeration equipment preventative maintenance and repairs shall be performed by the OCCC, and invoiced to the Contractor.

4.3.1 Equipment not Provided by the OCCC. The OCCC will not be responsible in any way for any goods, merchandise or equipment owned or leased by the Contractor (and its subcontractors), and used, maintained or stored at the OCCC. The Contractor may provide additional equipment as an Allowable Expense provided the OCCC agrees in writing and in advance to such.

4.3.2 Technology Services. Telephones, Cellular Phones, Radios, Fax Machines, Copiers, Computers, Hardware and Software, Internet (Data), Point of Sales System, Cash Registers, Temperature Monitoring Systems, Personnel Time Clocks, and all other Technology Services are the sole responsibility and cost of the Contractor and are considered Non-Allowable Expenses.

4.3.2.1 The Contractor shall purchase, maintain, repair, (includes maintenance agreements for equipment, hardware and software), operate and upgrade telephones, cellular phones, radios, computers, computer networking, hardware and software, internet, Point of Sales System, and other cash registers/systems, personnel time clocks, licenses, supplies and other Technology Services necessary to provide all information technology support services under this Contract. The Contractor shall provide appropriate backup equipment, systems and the technical support for hardware and software for it to run an efficient operation. The Contractor shall submit a Technology Services Plan within 30 days after Contract award to be approved by the County's Information Services Manager. The Contractor shall consistently maintain all the equipment to the highest level needed to ensure an efficient operation. Note: All radios used by the Contractor shall

be scheduled for programming at a mutually acceptable time and performed by County staff.

- 4.3.2.2** The Contractor shall obtain its landline telephone and internet services from the OCCC's exclusive Telephone and Internet Service Provider. Note: The OCCC's exclusive Telephone and Internet Service Provider shall charge for these services at rates in accordance with Internal Client pricing of the respective contract.
 - 4.3.2.3** Ownership of Technical Equipment. All equipment and infrastructure (with the exception of mobile phones, computer workstations and file servers) purchased and installed by the Contractor during the term of this Contract shall become the property of the OCCC at the end of the Contract.
 - 4.3.2.4** Infrastructure and Wireless. The OCCC owns and operates all fiber optics, telephone cables and WiFi on property. The Contractor shall use the existing infrastructure to support its needs. The OCCC will maintain this equipment and infrastructure at no cost to the Contractor except when changes or modifications to equipment or infrastructure is deemed by the OCCC to be excess of reasonable usage requirements.
 - 4.3.2.5** Internet Services. The Contractor shall insure network security for use of the OCCC and the OCCC's Exclusive Telephone and Internet Service Provider Services.
- 4.3.3 Procurement of Equipment and Smallwares (Excluding Technical Equipment)** The OCCC will determine when or whether the Contractor shall make purchases. Purchases to maintain par levels (other than for smallwares, or for equipment repairs due to the Contractor's failure, or to increase par levels), shall be charged, in their entirety, to the OCCC at the OCCC's sole expense. If the Contractor shall make any such purchases, they shall be made on a competitive basis, unless otherwise approved by the Director. The OCCC will reimburse the Contractor and take ownership of the purchases made by the Contractor. **However, any requirements that are within Orange County Government's procurement policy shall be purchased through the Orange County Procurement Division. If the Contractor does not comply with this paragraph, the purchases shall be a Non-Allowable Expense and will not be reimbursed, where the Contractor may then retain ownership or give it to the OCCC at no charge.**
- 4.3.4 Receiving of Purchases.** For all purchases made by the Contractor on behalf of the OCCC, the Contractor shall coordinate with the OCCC's receiving personnel and permit reasonable inspections thereby.

4.4 Business Management.

- 4.4.1** The Contractor shall integrate all service orders, marketing and operational requirements for events into the OCCC's current event management and

operations software program, Ungerboeck Software International (USI), formerly referred to as “Event Business Management System” (EBMS), by Ungerboeck. The OCCC will setup online configuration within the Ungerboeck system, where the Contractor shall populate the appropriate fields to be specified by the OCCC. All operating revenues shall run through the USI system. The successful contractor shall be responsible for service and connectivity through the OCCC’s current awarded ISP contractor. The Banquet Event Orders (BEOs) shall be accessible and searchable as a standard report issued through the Ungerboeck (USI) event management and operations software program.

4.4.2 The Contractor shall be responsible for any costs to manage and control the costs for all existing, proposed and new systems, services and infrastructure as required by the OCCC or clients.

4.4.3 The Contractor shall (unless proven technically unfeasible by the County’s Information Services Manager) actively work with the OCCC to implement and maintain all real-time integrated solutions that meet the OCCC’s needs and business practices. The USI application shall be configured to allow the OCCC and the Contractor to access the same data. Data is accessed via configured permissions to allow applicable access for the OCCC and the food service provider.

4.5 Supplies. The Contractor shall purchase and receive all food, merchandise and supplies at food receiving areas, and appropriately moving these items to storage, kitchens or fixed or mobile services areas, or any other space, or from any said area to another said area. The Contractor shall monitor the movement of products in and out of the food service areas reasonably and in good faith to avoid all conflicts with other OCCC functions. The Contractor shall cover or otherwise protect all food, beverages and food handling equipment being moved through areas open to the public.

4.5.1 Procurement of Supplies. The Contractor shall purchase quality food, beverages and operating supplies such as uniforms, paper goods and detergents at the most competitive prices feasible. The Contractor shall avail itself of all lawful trade, cash and quantity discounts and rebates, all of which shall accrue directly to the Contract Account and reduce their respective Allowable Expenses accordingly. The Contractor shall strive to make all purchases competitively. All such purchases shall be in the Contractor’s name, and payment shall be made by the Contractor directly to the supplier with funds from the Contract Account.

4.5.2 Use of Locally-Purchased Products. The Contractor shall make a reasonable effort to purchase products locally *from* sources in Orange County, Florida and the 4 adjacent counties (Osceola, Seminole, Lake, Brevard), as long as such wholesale prices are competitive with similar products of equal or better quality available outside of Orange County, Florida and the 4 adjacent counties.

4.5.2.1 Purchase of Products Locally or from Corporate Designated Suppliers. The Contractor shall purchase quality products from the lowest priced vendor whether it be from local suppliers or from corporate-designated vendors. The Contractor shall maintain a file that is readily available showing whether it is cheaper to acquire spot bids, setup local suppliers or to use corporate-designated vendors for purchase products. The Contractor shall provide a quarterly report of major purchases of products \$10,000.00 or greater. Such reports shall be due within 30 days after the end of the previous calendar quarter.

4.5.2.2 Use of Corporate Supply Accounts. The Contractor shall submit its procedures for determining when to purchase supplies from corporate accounts for the Directors approval. These procedures shall take into consideration the intent of this Contract to include, but not be limited to:

- a. Obtaining local competitive prices;
- b. Shall include a clear audit trail for when any credits are owed to the OCCC for using the Corporate Supply Accounts;
- c. Maintain files at the OCCC for the OCCC's staff review.

4.5.3 Limitation of Liability and Lien. In addition to any other protection extended to the County by the Contractor under the terms of this Contract, the Contractor shall defend and save the County harmless from actions or claims of suppliers, and permit no liens whatsoever to be placed against the property of the County as a result of the failure of the Contractor or its subcontractors to make all payments required of them. In the event a lien attaches to County property, the Contractor shall pay and satisfy said lien or secure a surety bond payable to the County within ten (10) days of notice to the Contractor that said lien has attached.

4.5.4 Receiving Areas. The Contractor shall maintain in a safe and sanitary condition the sections of the OCCC's receiving docks where food and beverages are delivered (which are under the supervision or control of the Contractor), and shall return, in reasonably good condition, all pallets, storage containers, linens and other equipment used in operating the food services.

4.5.5 Inspection and Storage of Merchandise. The Contractor shall inspect all merchandise upon delivery for quality and quantity, and shall store all merchandise in sanitary containers which are dated for effective rotation of stock on a first-in, first-out basis, and in accordance with reasonable food and beverage service practices and any and all applicable laws and regulations.

4.5.6 Maintenance of Supplier Databases. The Contractor shall utilize computer software to keep current and up-to-date, at a minimum, the following databases: a supplier database, inventory database, recipe database, customer database and purchasing and receiving, accounting, catering management and concession management databases. Inventory systems to determine sales and product usage shall be approved by the Director.

4.5.7 Liquor Licenses. The County possesses all licenses necessary for the sale of alcoholic beverages by the Contractor at all events at the OCCC, which will be transferred to the joint names of the County and the Contractor as necessary. Upon execution of this Contract, the Contractor shall execute and tender a consent to transfer its interest in any liquor license to the County. Such consent shall be held in trust by the County and only exercised in the event of any termination of this Contract unless otherwise mutually agreed by the parties. The County and Contractor agree to do all things necessary to achieve transfer of all liquor licenses in which the predecessor Contractor had an interest to the joint names of the County and the Contractor. At a minimum, the Contractor shall have all staff involved in the service of alcoholic beverages, including management, complete an Alcohol Awareness Training Program (i.e., TIPS, TEAMS, etc.) and provide the OCCC with complete information regarding the same. The cost of such training shall be an Allowable Expense. The Director will have the sole right to determine at which events alcoholic beverages may or may not be sold.

4.6 Cleaning and Janitorial Services. The Contractor shall conduct the operation at a high level of cleanliness and neat appearance, providing all necessary cleaning and janitorial services to maintain all equipment, smallwares, space (including drains, restrooms, etc.) and all designated service areas. The OCCC will be the sole judge as to the sufficiency of the cleanliness and neatness of appearance of the OCCC's premises and equipment, with the authority to order any changes or alterations thereto that it may deem appropriate. The Contractor shall provide its own cleaning equipment and supplies as an Allowable Expense.

4.6.1 Janitorial Services. The Contractor shall provide janitorial services, pick-up, prompt clean-up and disposal of all litter for all space assigned or used in the operation (including but not limited to floors, walls, ceilings, vent diffusers, walk-in coolers/refrigerators/freezers and access corridors), and shall keep service areas clean and free of debris during events. The removal of food and debris in seating areas, and the cleaning of chairs and tables, shall be promptly attended to after each catered event. The entire area within a radius of thirty five (35) feet of each stand, commissary, work area and within twenty (20) feet of designated eating areas, whichever is greater, shall be kept clean and free from all rubbish. In the event that Contractor does not sufficiently clean any area, the OCCC may clean the same and submit an invoice to Contractor for services rendered, which shall be paid by the Contractor to the OCCC, as a Non-Allowable Expense. The Contractor shall pay such invoice in full within thirty (30) days of receipt of the invoice. Restrooms, mop sinks, corridor sink areas (including drains, counters, etc.) shall be cleaned daily and properly maintained.

4.6.2 Garbage. All refuse and waste materials generated by the Contractor's operations in all areas used by the Contractor to provide food and beverage services shall be promptly disposed by the end of each day, by the Contractor, directly into a compactor designated by the OCCC. Organic waste foods shall be kept by the Contractor in closed metal or plastic containers, that shall be provided by the Contractor, and shall be properly

disposed into organic compactors. In the event that the Contractor does not place organic waste in the appropriate compactor, the OCCC may charge the Contractor a minimum of \$350 for any contaminated load, as a non-allowable expense. The Contractor shall ensure all organic waste containers are properly cleaned after each use. Such removal shall be made promptly during and after events, to a central collection area designated by the OCCC. The Contractor shall place sufficient waste receptacles at each location and make certain that they are kept clean and promptly serviced during and after each event. The OCCC will remove debris in areas normally considered public areas. The Contractor shall comply with OCCC's Sustainability efforts in recycling food waste and other recyclable materials.

4.6.3 Grease. The Contractor shall be responsible for the professional collection and removal of grease so as to avoid any spillage. The Contractor shall bring the grease to the designated grease collection areas and transfer to the appropriate used grease bins/containers. The Contractor shall pressure wash and clean grease collection areas weekly.

4.6.3.1 The OCCC will pump the grease traps monthly and prior to and directly after major events as needed. The OCCC will submit an invoice to the Contractor on a monthly basis related to these costs.

4.6.3.2 The Contractor shall not discharge any grease into the OCCC's drains and shall keep grease in containers for disposal by the Contractor. If the Contractor fails to comply with this subsection, any cost, charge, fine or expense to the OCCC involved in opening, cleaning or repairing drains shall be paid by the Contractor as a Non-Allowable Expense.

4.6.4 Pest Control. The Contractor shall cooperate with the OCCC's exterminators to control rodents and other vermin and pests (including flying pests/insects) as is necessary, but at least monthly. Such extermination services will be supplied and invoiced by the OCCC as an Allowable Expense. The Contractor shall immediately report all pest sightings to the OCCC.

4.6.5 Cleaning, Inspection and Sanitation. The Contractor at all times, shall permit and facilitate inspection of the food service operation by the OCCC and its representatives and by authorized public authorities. The Contractor shall have the right to reasonable notice of, and to be present during, such inspections. The Contractor shall operate the food service facilities and perform all work in connection therewith in a professional and resourceful manner, complying with all public health regulations to the satisfaction of authorized government officers and the OCCC. The Contractor shall provide the OCCC with the following:

- a. A description of the Contractor's approach to sanitation practices;
- b. A description of the Contractor's program used to train employees in proper sanitation procedures.

- 4.6.6 Green Seal Products.** The Contractor shall use Green Seal Products or equivalent wherever possible in the performance of this Contract as long as the Contractor can meet the terms of this Contract. The Contractor shall submit written justification for using an equivalent product or other chemicals for approval by the OCCC.
- 4.7 Utilities.** The OCCC will provide electricity, water and natural gas for operations, at no charge to the Contractor. The Contractor shall develop an effective and continuous energy management and conservation program. The energy management and conservation program shall be received from the Contractor by a deadline to be mutually agreed upon by the OCCC and the Contractor and approved by the Director.
- 4.8 Safety.** The Contractor shall initiate, maintain and supervise all reasonably necessary safety precaution programs in connection with the operation, and describe such programs in a safety plan.
- 4.8.1 Safety Plan.** The safety plan shall be reviewed at least annually with written results provided to the Director, except prior to the commencement of the Contract, in which the safety plan shall be submitted by a deadline to be mutually agreed upon by the OCCC and the Contractor. The Contractor shall take all reasonable precautions for the safety and protection of all employees and all other persons and property at the Center. The Contractor shall comply with all applicable federal, state and local safety laws and regulations. The Contractor shall cooperate with the OCCC in any safety program sponsored or endorsed by the OCCC. The Contractor shall act to prevent threatened damage, injury or loss in any emergency affecting the safety of persons or property. The Contractor shall provide written documentation of safety violations by the Contractor, its employees or subcontractors to the Director. The Contractor shall ensure that its employees and subcontractors' staff shall be properly trained prior to using the equipment. The Contractor shall place special emphasis on safety training concerning hazardous equipment using natural or propane gas and electricity.
- 1.6.2 Fire/Security Alarm and Fire Sprinkler System.** The Contractor shall train its staff on a reoccurring basis on the importance of complying with all Fire Codes. The Contractor shall not place equipment where it will cause an alarm to go off. If this occurs, the Contractor may be charged a minimum of a \$1,000.00 per incident for disrupting the OCCC staff and clients, and may be responsible for repair/replacement costs for the OCCC's premises and/or furniture, fixtures, and equipment resulting from damage due to sprinkler discharge.
- 1.6.3 Motorized equipment, including but not limited to, utility carts, golf carts, segways, forklifts, pallet jacks, etc., shall not be operated in kitchen areas.**
- 4.9 Sustainability.** The Contractor shall operate in such a way as to ensure compliance with all environmental programs which the OCCC participates.

- 4.9.1 Environmental Management System (EMS)** The Contractor shall support the OCCC in maintaining the ISO 14001 EMS designation to include but not be limited to,
- a. The Contractor shall provide environmental training to its new and current employees with the EMS training content provided by the OCCC;
 - b. Refresher training shall be on an as needed basis or as determined by the OCCC;
 - c. The Contractor shall maintain written individual employee records to document the training;
 - d. The Contractor shall make available environmental training records upon request for review by the OCCC's staff or third party. The training documentation shall include the employee name, employee signature, and date of the training.

- 4.9.2 Leadership in Energy and Environmental Design (LEED).** The Contractor shall support the Center in maintaining the US Green Building Council LEED Operation + Maintenance designation to include but not be limited to,
- a. The Contractor shall adhere to the OCCC's Sustainable Purchasing Policy guidelines, including food and on-going consumables;
 - b. The Contractor shall adhere to the OCCC's Solid Waste Management Policy guidelines;

4.10 Waste. The Contractor shall not permit any waste or damage upon or to any smallwares, equipment or other appurtenances (as reflected in inventories conducted in accordance with this Contract) or the OCCC's premises. At the expiration of the Contract, the Contractor shall leave the OCCC and all smallwares, equipment and other appurtenances, plus any additions to furnishings and equipment, in at least the same condition as that which they were at the commencement of this Contract, less normal wear and tear. The Contractor and Director shall jointly conduct a closing inventory, documenting any damaged and/or missing equipment. The Contractor shall pay the cost of replacing any wasted or damaged equipment, and such costs shall be a Non-Allowable Expense.

4.11 Hydroponic Garden: The Contractor shall utilize, operate and maintain the OCCC's Vision Gardens (interior garden using a hydroponic growth system). The cost of operating and maintaining the Vision Gardens shall be borne by the Contractor.

SECTION V TRANSFER OF SERVICES

The Contractor shall perform a smooth and transparent transfer of services from the prior food and beverage contractor, such that the transfer shall be all but unnoticeable to the OCCC's clients and patrons.

5.1 Start-up Costs. The start-up costs shall be an Allowable Expense to be amortized over a twenty-four (24) month period or less as directed by the OCCC starting at the commencement of the Contract for transitioning from the existing

Contractor to another Contractor. Start-up costs shall include only those direct costs of the Contractor reasonably necessary to commence service under this Contract, and shall not include any indirect or overhead costs. Start-up costs of the operation shall not exceed \$500,000. The Contractor shall submit a start-up costs plan for the Director's approval within a deadline to be mutually agreed upon by the OCCC and the Contractor. The initial expenses of hiring and training new personnel incurred prior to the beginning of the first accounting year shall be charged as start-up costs. In the event the County elects to terminate this Contract prior to the completion of amortizing the start-up costs, the balance of outstanding start-up costs will be paid to the Contractor as a balloon payment upon satisfactory closing of inventories and accounts maintained under this Contract.

- 5.2 Appointment of Managerial Staff to Assist Transition.** The Contractor shall continue to provide an on-site General Manager, Human Resource Manager and a Director of Sales/Marketing Manager to attend meetings as required by the OCCC.

SECTION VI PERSONNEL

The Contractor shall hire a reasonable number of employees necessary for the operation as mutually agreed to by the parties. The Contractor shall select, employ, train, furnish and deploy employees who are proficient, productive and courteous. Subject to applicable federal, state and local anti-discrimination laws, ordinances and regulations, the Contractor shall discipline and discharge personnel working in this operation as necessary to comply with this Contract.

- 6.1 Management and Supervision of Employees.** The Contractor shall supervise all employees to ensure high quality performance of the services. The Contractor shall ensure that employees abide by all instructions, regulations and codes as specified by the OCCC.

6.1.1 "Key Personnel": General Manager, Executive Chef and Director of Sales/Marketing Manager. The Contractor shall retain a highly competent, full-time, resident General Manager, Executive Chef and Director of Sales/ Marketing Manager. They shall have the duty to oversee and direct the food and beverage service operations provided under this Contract. **The Corporate Executives shall give full decision making authority for operating and buying supplies to the General Manager and Executive Chef so they may meet the clients and OCCC's requirements of providing the best quality service for the best price while operating efficiently.** Prior to hiring the General Manager, Executive Chef and Director of Sales/Marketing Manager, the Contractor shall secure the Director's approval. The General Manager, Executive Chef, and Director of Sales/ Marketing Manager each shall not be replaced without approval of the Director. If the Director finds the General Manager, Executive Chef or Director of Sales/ Marketing Manager to be unsatisfactory, and so notifies the Contractor of such in writing, the Contractor shall, within thirty (30) days, replace them with one who is satisfactory to the Center, unless such deadline is specifically extended in

writing by the Director. The Contractor shall provide the replacement General Manager, Executive Chef or Director of Sales/Marketing Manager such detailed training as necessary before permanently assigning them to the OCCC.

- 6.1.2 Sales Staff.** Unless a different number is approved by the Director in writing, a minimum of five (5) professional full-time sales positions shall be maintained by Contractor for performance of this Contract. Prior to hiring individuals for these positions, the Contractor shall secure the Director's approval.
- 6.1.3 Hiring Expenses.** Expenses incurred for replacing any employees of the Contractor shall solely be the Contractor's cost, and shall be a Non-Allowable Expense.
- 6.1.4 Visits to Center.** The on-site General Manager's supervisor shall visit the OCCC approximately on a quarterly basis, or as otherwise requested by the Director, and all such costs shall be a Non-Allowable Expense. The purpose of visits will be at the discretion of the Director.
- 6.2 Staff Level Employees.** The Contractor shall maintain sufficient numbers of fulltime, part-time and temporary employees to staff the operation. The Contractor shall provide properly trained relief personnel in the event of absences or increased staff needs.
- 6.3 Non-Employees of Center.** Personnel supplied by the Contractor shall be deemed employees of the Contractor and will not be considered employees or agents of the County for any purpose. The County will not be liable to any party if any employee contract with Contractor is breached, modified or terminated. All contracts with employees shall so provide. The Contractor assumes full responsibility for the actions of such personnel while performing services pursuant to this Contract, and shall be solely responsible for training, supervision, daily direction and control and payment of compensation for such personnel. The Contractor shall comply with the terms of the Workers' Compensation Law of Florida, Chapter 440 as amended.
- 6.4 Equal Opportunity Employment.** Equal opportunity and nondiscrimination will be the County's policy intended to ensure equal opportunities to every person, regardless of race, religion, sex, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations. See the referenced source for further information.
- 6.5 Compliance with Applicable Laws and Regulations.** The Contractor shall ensure that the Contractor's employees who engage in the preparing, handling, serving and storing of food shall comply with all applicable sanitation and health-related laws and regulations.

6.6 Employee Reporting. The Contractor shall furnish the OCCC with a written statement setting forth the names of all employees, the commencement date of employment of each employee, and the duties to be performed by each. The Contractor also shall furnish monthly a written report to the OCCC setting forth the names of persons terminated from or commencing employment at the OCCC.

In addition, the Contractor shall:

- a. Provide quarterly written reports, in a form satisfactory to the Director, of its good-faith efforts regarding the County's Equal Opportunity Employment Program, Minority Women Business Enterprise Goals, Welfare Recipients if applicable, and including any other information as the Director may require;
- b. Submit a copy of the Contractor's Employee Handbook.

6.7 Fair Labor Standards. The Contractor shall comply with all wage practices, applicable regulations and labor laws of the Government of the United States and of the State of Florida.

6.8 Tipping Policy. The Contractor shall make reasonable efforts to (i) assure that the Contractor's employees and subcontractors shall not solicit tips or other gratuities, except that employees may accept, but not solicit, tips in any cash bar environment, and (ii) prevent cash bar employees and subcontractors from "seeding" tip containers. This Section shall not be read to prohibit the Contractor from charging a service charge to clients, exhibitors or patrons and passing such charge onto its employees as described herein.

6.9 Employee Uniforms and Appearance. The Contractor shall provide and maintain uniforms for all staff employees, as an Allowable Expense. Each staff employee of the Contractor shall be neatly attired in uniform, with name identification tag, that clearly and properly identifies the Contractor and the employee. The design of such uniforms shall be mutually agreed to by the parties. The Contractor's management personnel shall be neatly attired in normal business attire at all times. The hygiene and appearance of employees shall be the Contractor's sole responsibility. The Director will have the right to establish employees' minimum hygiene and appearance standards.

6.10 Background Checks. The Contractor shall provide a Level 1 (5 years) background check for any of its or subcontractors' employees working at the OCCC more than 160 hours in one Accounting Year before permitted to start work, to include:

- A. Identification Verification
- B. Selective Service Status (registered/unregistered)
- C. FDLE Automated Criminal Record
- D. Clerk of Courts by County of Residence
- E. Employment Verification
- F. DMB by State of Residence
- G. Military service Verification
- H. Professional License & Certification Check

The Contractor shall provide a Level 1 background check, Items A, C and D above, for employees or subcontractors' that work less than 160 hours per accounting year before permitted to start work. The Contractor shall provide background checks at no cost to the OCCC and shall obtain the OCCC Security's approval for the person(s) prior to working at the OCCC.

6.11 Right to Remove. The OCCC will have the right at any time to refuse access to or remove any employee of the Contractor who, in the opinion of the Center, is drinking alcoholic beverages, using narcotic substances or otherwise engaging in unlawful, obtrusive or inappropriate conduct, or any other conduct that violates the terms of this Contract. The OCCC reserves the right to remove any subcontractor from the OCCC whose background, performance and/or general methodologies are deemed by the OCCC not in the best interests of the OCCC.

6.12 Non-Solicitation of Contractor's Management Employees. During the term (including any extensions thereof) and, in the event the County terminates this Contract, for a period of eighteen (18) months following the termination, the County will not directly or indirectly solicit, hire, offer to hire or employ any former or current On-Site General Manager, Executive Chef, Assistant General Manager/Operations Manager and Director of Sales/Marketing Manager to work in the Center Premises or in connection with the OCCC as a consultant, employee, independent contractor or otherwise in any other capacity, without the Contractor's prior written approval which approval can be granted or denied in the Contractor's sole and absolute discretion.

SECTION VII FINANCES

7.1 Contract Account. The Contractor shall establish a separate commercial account at a bank with a local branch in Orange County, Florida. The Contractor shall select a bank from one of the top fifty (50) banks ranked by consolidated assets on the Federal Reserve's list of Large Commercial Banks, per the link below:

<https://www.federalreserve.gov/releases/lbr/>.

This account shall be referred to as the "Contract Account" as described herein. All Gross Receipts shall be deposited therein, and all funds therein shall be used for no purpose other than deposit of receipts and disbursements, or payment of Allowable Expenses or investment of funds, expressly authorized by this Contract. The Contractor shall provide, as a Non-Allowable Expense, and solely at their expense, sufficient levels of working capital to perform under this Contract and to make any necessary payments for Allowable Expenses and start-up costs. The balance of funds held in the Contract Account shall be held in trust for the County and shall not be treated as property of the Contractor.

7.1.1 Payment of Allowable Expenses. The Contractor shall promptly pay all Allowable Expenses from the Contract Account. The Director will have the right to demand that the Contractor cease incurring expenses which are not authorized by this Contract or which are excessive and not business-like, and to disallow the same as Allowable Expenses.

7.1.1.1 Payment of Invoices by other than On-Site Contractor Staff. If this occurs, the Contractor shall transmit only sufficient funds to cover the invoices to be paid and invoices shall be paid within 72 hours. The Contractor shall be able to promptly confirm whether an invoice has been paid.

7.1.2 Investment of Account Funds. The Director may require the Contractor to maintain a specific minimum amount of cash funds in the Contract Account above and beyond the minimum level of working capital. If the parties mutually agree that it is economically worthwhile to do so, excess funds shall be invested by the Contractor in a manner in accord with the investment policy of the Orange County Comptroller. Any interest earned on the Contract Account shall be considered part of Gross Receipts.

7.1.3 Taxes and Surcharges. Any taxes and surcharges imposed by law which are separately stated to and paid by a purchaser of any goods or services rendered under this Contract which are directly payable to the taxing authority shall be excluded from Gross Receipts. Furthermore, Gross Receipts shall not include service charges or customer requested surcharges.

7.1.4 County Sales Tax Exemption Identification Number. The County enjoys the status of exempt from state sales taxes for purchases made directly by the County. The Contractor shall not utilize the County sales tax exemption number.

7.1.5 Account Records. Records of all transactions in the Contract Account shall be kept in the office of the Contractor, located on the OCCC's premises. Transactions shall be accounted for on an accrual basis in accordance with accounting principles generally accepted in the United States.

7.2 Allowable Expenses. The following shall be Allowable Expenses chargeable to the Contract Account:

- a. Cost of goods sold;
- b. Direct labor, including applicable payroll processing fees paid to third parties, payroll taxes and fringe benefits for on site management staff and employees;
- c. Expenses for procurement and maintenance of supplies including but not limited to insurance, business telephone, postage, cleaning supplies, pest control, printing, decorating uniforms and linens;
- d. Business taxes and fees imposed directly upon the operation at the Center;
- e. Bad Debts equal to or less than .25% of Gross Receipts;
- f. Transferred Bad Debts. If there is a change in Contractor, the Contractor shall purchase any remaining Bad Debts that occurred under the previous contract;
- g. Any other expense expressly deemed an Allowable Expense in this Contract;
- h. Any other expense reasonably necessary to carry out the operation so long as it is not deemed a Non-Allowable Expense in this Contract or designated a Non-Allowable Expense by the OCCC.

Where this Contract limits an Allowable Expense to a percentage of Gross Receipts or Gross Catering Receipts for an Accounting Period of Accounting Year or other specified period of time, and the Contractor does not exhaust such limit, any remaining allowance for that Accounting Period or Accounting Year shall extinguish, and shall not be carried over to a subsequent Accounting Period or Accounting Year.

7.3 Non-Allowable Expenses. The following costs are specifically considered Non-Allowable Expenses and part of the Contractor's overhead and administrative costs:

- a. Costs not directly associated with the local executing or performance of services under this Contract;
- b. The Contractor's corporate and regional supervision and support services (to include but not be limited to, technical support, accounting and payroll services, accounts payable, facility planning and design, internal auditing, legal, purchasing, personnel, public relations, etc.);
- c. All general corporate administrative and overhead expenses including corporate income and business taxes;
- d. All losses caused by Contractor or its employees through theft, embezzlement or any form of larceny;
- e. Shortages of operating cash and working capital and missing inventory unless otherwise approved by the Director;
- f. Bad Debts in excess of 0.25% of Gross Receipts;
- g. Any expense deemed a Non-Allowable Expense in this Contract;
- h. All items not expressly treated as Allowable Expenses under the terms of this Contract; and
- i. Other items declared by the Director.

7.4 OCCC Administration Fee. An OCCC Administration Fee of ten percent (10.0%) of Gross Receipts shall be paid to the OCCC from the Contract Account on a monthly basis.

7.5 Contractor Management Fee. A Contractor Management Fee of four percent (4.0%) of Gross Receipts shall be paid to the Contractor from the Contract Account on a monthly basis.

7.6 Contractor Efficiency Incentive. A Contractor Efficiency Incentive of one percent (1.0%) of Gross Receipts shall be paid to the Contractor from the Contract Account, on an annual basis, at Accounting Year end, providing the Efficiency Quotient for the Accounting Year is greater than or equal to forty percent (40.0%), no rounding.

Example 1 – Contractor Efficiency Incentive **IS** Achieved:

Gross Receipts for Accounting Year = \$37,000,000.
Allowable Expenses for Accounting Year = \$22,000,000.
OCCC Administration Fees paid in Accounting Year = \$3,700,000.
Contractor Management Fees paid in Accounting Year = \$1,480,000.

Net Receipts = [Gross Receipts] – [Allowable Expenses]

$$\text{Net Receipts} = [\$37,000,000] - [\$22,000,000] = [\$15,000,000]$$

$$\text{Efficiency Quotient} = [\text{Net Receipts}] / [\text{Gross Receipts}]$$

$$\text{Efficiency Quotient} = [\$15,000,000] / [\$37,000,000] = 0.4054$$

$$\text{Efficiency Quotient} = 0.4054 \geq 0.40$$

$$\text{Contractor Efficiency Incentive} = [\text{Gross Receipts}] \times 1.0\%$$

$$\text{Contractor Efficiency Incentive} = [\$37,000,000] \times .01 = \$370,000.$$

Example 2 – Contractor Efficiency Incentive **NOT** Achieved:

Gross Receipts for Accounting Year = 37,000,000

Allowable Expenses for Accounting Year = \$23,000,000

OCCC Administration Fees paid in Accounting Year = \$3,700,000

Contractor Management Fees paid in Accounting Year = \$1,480,000

$$\text{Net Receipts} = [\text{Gross Receipts}] - [\text{Allowable Expenses}]$$

$$\text{Net Receipts} = [\$37,000,000] - [\$23,000,000] = [\$14,000,000]$$

$$\text{Efficiency Quotient} = [\text{Net Receipts}] / [\text{Gross Receipts}]$$

$$\text{Efficiency Quotient} = [\$14,000,000] / [\$37,000,000] = 0.3783$$

$$\text{Efficiency Quotient} = 0.3783 < 0.40$$

$$\text{Contractor Efficiency Incentive} = \$0.00$$

7.7 Adjusted Gross Receipts. A calculation of Adjusted Gross Receipts shall be made each Accounting Period in accordance with the terms of this contract and generally accepted accounting principles. However, for convenience, a modified accrual accounting method may be used for interim Accounting Periods prior to the end of the Accounting Year. If Adjusted Gross Receipts are greater than \$0.00 (zero), the Center shall receive a sum equal to Adjusted Gross Receipts to be paid as described herein.

7.8 Payments and Shortfalls. Payments of the fees, incentives, and other disbursements described in this section shall be made for each Accounting Period and, for each Accounting Year, except for the Contractor Efficiency Incentive, which will be made each Accounting Year. The order of precedence of payments to be made from the Contract Account during each Accounting Period and Accounting Year is as follows:

- a. Allowable Expenses (each Accounting Period);
- b. OCCC Administrative Fee (each Accounting Period);
- c. Contractor Management Fee (each Accounting Period);
- d. Accounting Shortfall as described herein;
- e. Adjusted Gross Receipts to the Center (each Accounting Period); and
- f. Contractor Efficiency Incentive (each Accounting Year).

7.8.1 Payment to the Center. The Contractor shall distribute to the OCCC the OCCC Administration Fee for an Accounting Period no later than the last day of the following Accounting Period. Payments shall be accompanied by a monthly profit loss statement in a format acceptable to the Director. Payments due but unpaid by the Contractor to the OCCC shall bear interest at eighteen percent (18%) per annum until paid.

7.8.1.1 The Contractor shall distribute discounts/credits/rebates to the appropriate cost center, at least quarterly in the arrears, within the Accounting Year.

7.8.2 Accounting Shortfalls. In the event of an accounting shortfall at the end of any Accounting Period, whereby the sum of Allowable Expenses and/or any fees exceed Gross Receipts in the Accounting Period, such shortfall(s) shall be carried over to the next Accounting Period in which:

- a. Sufficient Adjusted Gross Receipts are available to recover such shortfall(s) after all payments for that Accounting Period, except Adjusted Gross Receipt payments to the OCCC, have been made; or
- b. The end of the Accounting Year occurs;

for whichever of (a) or (b) above comes first. Under no circumstance shall any accounting shortfall relieve the Contractor of the duty to provide sufficient working capital in order to promptly make all payments from the Contract Account required under this Contract.

7.8.3 Annual Reconciliation. No later than sixty (60) days after the end of each Accounting Year, an annual reconciliation of revenues and expenses shall be conducted by the Contractor, in accordance with the above order of precedence applied on an annual basis. Either party shall remit any payments which are found as a result of the reconciliation to have been wrongfully received, paid or not paid. Each Accounting Year shall be treated as a separate accounting event for accounting purposes. No previous payment from any past year shall be credited to or subtracted from any payments required for any other year.

7.8.4 Annual Shortfalls. After the annual reconciliation and remittal of any payments due from either party, if any Allowable Expenses or Contractor Management Fee payments remain outstanding and unpaid as a result of an accounting shortfall described in the above subsection, the OCCC will pay to the Contractor such Allowable Expenses and/or Management Fee payments due from its own funds (Contract Account). The OCCC will not be obligated to make any other payments for shortfalls in connection with this Contract.

7.9 Contractor Infusion of Capital Investment and Technology Capital Funds. The Contractor shall invest an amount of \$1,000,000 for Capital Improvement and Technology Capital Funds as a Non-Allowable Expense during the period from contract start date to the end of the Initial Contract Term. If the Contract is renewed following the completion of the Initial Contract Term, the Contractor shall invest an amount of \$250,000 as a Non-Allowable Expense during the First

Renewal Option Term. If the Contract is renewed following the completion of First Renewal Option Term, the Contractor shall invest an amount of \$250,000 as a Non-Allowable Expense during the Second Renewal Option Term.

7.9.1 To illustrate the capital improvement investment schedule, using the intended Initial Contract Term of approximately four (4) years, followed by a First Renewal Option Term of four (4) years, followed by a Second Renewal Option Term of three (3) years, see the below schedule:

Initial Contract Term:	\$1,000,000
First Renewal Option Term:	\$ 250,000
Second Renewal Option Term:	\$ 250,000

7.9.2 These investment amounts shall be to improve the Food and Beverage areas noted below. Any Capital Investment and/or Technology Funds investment requires the prior written approval of the Director.

- a. Improve or add signage, food stand facades, and menu boards (including applicable hardware/software).
- b. Improve other areas as warranted (ie; kitchen systems and equipment, kitchen upgrades and/or renovation (including design and construction), seating arrangements, Hot Boxes, etc).
- c. Funds may be used for dinnerware, glassware, and related stock used in food service operations.
- e. Funds may be used for technology improvements, equipment (including hardware and software), etc., used in food service operations.
- f. Note: the Contractor shall comply with Section 4.1.9, Altering Facilities.

7.9.3 All expenditures of Capital Investment monies shall be scheduled and encumbered by the end of the applicable contract term. All Capital Investment funds shall be amortized over a seven (7) year period on a straight-line basis. At the conclusion of the (applicable) contract term, all improvements and equipment shall become the property of the OCCC (and County). The County will reimburse the Contractor for any remaining unamortized amount, should the County decide to terminate the Contract prior to the end of the applicable contract term, and such improvements and equipment shall become the property of the OCCC (and County).

7.10 Annual Marketing Funds. The Contractor shall establish an annual Marketing Fund allocation of \$75,000.00 at the beginning of each Accounting Year. In addition, if Gross Sales for an Accounting Year exceed \$30,000,000 the Contractor shall contribute an additional 1% (0.01) of the amount of Gross Sales in excess of \$30,000,000 for the given Accounting Year to the Annual Marketing Fund. (This allocation is a Non-Allowable Cost.) Marketing Funds, as specifically approved by the Director, may be used by the OCCC to promote and/or market events, functions, or other associated promotional or advertising task to benefit the Center's clients. Any money not spent during each contract year will roll over to the next Accounting Year's allotted fund. Failure by the County to not spend all the allotted marketing funds each year does not relieve the Contractor from allocating OCCC marketing funds at the beginning of each Accounting Year. The Marketing Funds are strictly separate from Section 3.6, Sales and Marketing.

SECTION VIII RECORDS AND REPORTING

The Contractor shall keep an accurate and complete set of books and accounting records of the operation in accordance with generally accepted accounting principles. The Contractor warrants the accuracy of all financial settlements, reports and billings such that they may be relied upon by the OCCC for any purpose as being complete and accurate. Such records shall include but not be limited to daily receipts, daily bank deposits, bank statements, daily sales, payroll and expenses, with appropriate documentation. The Contractor shall maintain such accounting records on an Accounting Year basis. The costs of compliance with this section shall be borne by the contractor as an Allowable Expense.

- 8.1 Reporting.** The Contractor shall provide the following reports to the OCCC:
- a. Monthly profit/loss statement(s) to be updated with reconciled bank statements within sixty (60) days. Such statement shall be provided no later than the end of the following Accounting Period;
 - b. Annual profit/loss statement(s) including reconciliation of all remaining payments due between the OCCC and Contractor, if any;
 - c. An event variance report explaining the differences between actual Gross Receipts and projected receipts accompanied a profit/loss statement for each event and updated monthly; and
 - d. Any other information prescribed by the Director or required under this Contract.
- 8.2 Audits.** The Contractor shall preserve and make available for audit and examination by the OCCC and the Orange County Comptroller all such books and records, as well as a copy of all business and income tax returns. The Contractor's records shall be open for inspection by the OCCC and County Comptroller for at least five (5) years after termination of this Contract. All records shall be made available locally within five (5) days of written request from the OCCC or the County. The Contractor shall allow the OCCC, its auditors and the County Comptroller to inspect said books and records, correspondence, memoranda and other information at all reasonable times. The Contractor shall arrange for the Contract operations, including all books, records, bank accounts and accounting statements, to be audited as soon as possible after the end of each Accounting Year, by a Florida licensed certified public accountant(s) named by the OCCC. Any sums found due and owing by Contractor to the OCCC shall be paid within ten (10) days of written demand and shall bear interest at eighteen (18%) percent per annum from the date originally due.
- 8.3 Budget.** The Contractor shall provide, for review and approval by the Director, an annual budget. Said budget shall include, but not be limited to, detailed revenue projections by event and by revenue source, as well as costs and other information required by the OCCC.
- 8.4 Notice of Errors.** The Contractor shall notify the OCCC in writing within seventy-two (72) hours after discovery of any failure to comply with this SECTION.

EMERGENCY CONTACT

Emergency Contact Person: _____

Telephone Number: _____ Cell Phone Number: _____

Residence Telephone Number: _____

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No._____, Date_____ Addendum No._____, Date_____

Addendum No._____, Date_____ Addendum No._____, Date_____

EQUAL OPPORTUNITY WORKFORCE SCHEDULE (Form J)

See: Sec. 17-322 (Establishment of goals; employment), Orange County Code of Ordinances

Directions: Review the definition of “minority” in Sec. 17-319 (Definitions), Orange County Code of Ordinances, and record the demographics of your workforce by inserting the number of applicable employees in each box below. The County will only consider your total workforce (“TWF”) that falls within the “employee types” designated by an asterisk (*) when evaluating this Bid/Proposal Response. For data collecting purposes, record any applicable employees located in the Orlando Metropolitan Statistical Area (“OMSA”) of Lake, Orange, Osceola, and Seminole counties. If a Joint Venture is bidding, each entity must fill out a separate schedule.

WORKFORCE		African American		Asian American		Hispanic American		Native American		Caucasian/Other		TOTAL	
		TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA	TWF	OMSA
Employee Types (MALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
MALE SUBTOTAL													
Employee Types (FEMALE)	Officials, Managers, and Supervisors*												
	Professionals*												
	Technicians*												
	Sales Workers												
	Office and Clerical												
	Craftsman (Skilled)												
	Operatives (Semi-Skilled)												
	Laborers (Unskilled)												
	Service Workers												
	Apprentice*												
	Interns/Co-Ops*												
	Displaced Workers												
FEMALE SUBTOTAL													
TOTAL													

Form Completed by (Print): _____

Signature: _____

Form Approved by (Print): _____

Signature: _____

SCHEDULE OF SUB-CONTRACTING - M/WBE PARTICIPATION FORM

RFP Number & Title: Y19-100 Food and Beverage Services for the Orange County Convention Center

Proposers shall list all subcontractors to be used regardless of racial or gender grouping. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation and M/WBE designation or majority (non-M/WBE owned company.) Designations are: MBE-BM (Black Male); M/WBE-BF (Black Female); MBE-HM (Hispanic Male); M/WBE-HF (Hispanic Female); MBE-NAM (Native American Male); M/WBE-NAF (Native American Female); MBE-AM (Asian Male); M/WBE-AF (Asian Female); and WBE-WF (White Female). Provide all information requested. Use additional sheets if necessary.

Will your firm perform all the work with your own forces? Yes ____ No ____ (If no complete the form below)

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted	M/WBE Designation Or Majority Owner

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

SCHEDULE OF SUB-CONTRACTING - SDV PARTICIPATION FORM
RFP Number & Title: Y19-100 Food and Beverage Services for the Orange County Convention Center

Additional points will be available for proposers who subcontract with registered SDV business enterprises. List all Registered Service-Disabled Veterans subcontractors to be used. Include all names, addresses, telephone numbers, type of work subcontracted and percentage of participation. Provide all information requested. Use additional sheets if necessary.

Name of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

NOTE: An authorized signature on this form constitutes a binding commitment of subcontract the percentage and type of work listed above.

Company Name: _____

Signature: _____

Date: _____

LOCATION

Proposers shall complete and submit the information below to clearly identify the location and applicable percentage of the work to be performed at each location listed.

PRIME CONTRACTOR

PERCENTAGE OF WORK ASSIGNED

- | | | |
|----|--|------------------|
| 1. | Name: _____ | _____ % |
| | Address: _____ City: _____ County: _____ | State/Zip: _____ |
| 2. | Name: _____ | _____ % |
| | Address: _____ City: _____ County: _____ | State/Zip: _____ |
| 3. | Name: _____ | _____ % |
| | Address: _____ City: _____ County: _____ | State/Zip: _____ |
| 4. | Name: _____ | _____ % |
| | Address: _____ City: _____ County: _____ | State/Zip: _____ |

SUBCONTRACTOR / SUBCONTRACTOR

- | | | |
|----|--|------------------|
| 1. | Name: _____ | _____ % |
| | Address: _____ City: _____ County: _____ | State/Zip: _____ |
| 2. | Name: _____ | _____ % |
| | Address: _____ City: _____ County: _____ | State/Zip: _____ |
| 3. | Name: _____ | _____ % |
| | Address: _____ City: _____ County: _____ | State/Zip: _____ |
| 4. | Name: _____ | _____ % |
| | Address: _____ City: _____ County: _____ | State/Zip: _____ |

Total Percentage (**Must Equal 100%**) _____ %
(Use additional pages if necessary)

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- [] To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- [] The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- [] The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- [] The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number/Email
------	-------	------------------------

(Signature)	(Date)
-------------	--------

(Title)	
---------	--

(Name of Business)	
--------------------	--

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture * Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

* *Joint venture firms must complete and submit with their Proposal the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal agreement between all joint venture parties. This joint venture agreement must indicate the parties' respective roles, responsibilities and levels of participation for the project. **If proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractually required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted.** Failure to timely submit the required form along with an attached written copy of the joint venture agreement may result in disqualification of your Proposal*

DRUG-FREE WORKPLACE FORM

The undersigned Proposer, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

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

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

Proposer's Signature

Date

**DISPLACED WORKER
PROPOSED HIRING INFORMATION**

Section I: To be Submitted with Proposal

Firm: _____

Address: _____

Phone Number: _____

Email Address: _____

Number of Individuals to be Hired: _____

Signature of Authorized Representative of Above Firm: _____

Printed Name: _____

Section II: For CareerSource Central Florida Use Only (To be Completed After Contract Award)

Verification: I certify that the below individual are eligible.

Individual Complete Name:

1. _____ 2. _____

3. _____ 4. _____

5. _____ 6. _____

**CareerSource Central Florida
390 North Orange Avenue, Suite 700
Orlando, Florida 32805
407-531-1222**

Signature: _____

Printed Name: _____

**LETTER OF INTENT
(VERIFICATION OF M/WBE UTILIZATION)**

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each M/WBE Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-MWBE participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-MWBE participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

M/WBE Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount

I, _____, (M/WBE Sub-Contractor) understand that "It is my responsibility to submit the required quarterly M/WBE utilization reports to the Prime and Final M/WBE payment verification form to Business Development Division."

Failure to submit the required documents could negatively impact my M/WBE certification.

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's M/WBE requirements and goals contained in the Orange County Minority/Women Business Enterprise Ordinance, No. 94-02, as amended by Ordinance No. 98-25 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor Date

Printed Name & Title

Authorized Agent of M/WBE Sub-Contractor Date

Printed Name & Title

M/WBE Address

City State Zip Code

Phone Number Fax Number

LETTER OF INTENT

(VERIFICATION OF SERVICE-DISABLED VETERAN UTILIZATION)

INSTRUCTIONS Proposers shall place the following on their letterhead, executed by their authorized agent. Signed Letters of Intent must be submitted with the Proposal for each Service-Disabled Veteran Sub-Contractor(s) listed by the Proposer on the schedule of Subcontracting-Service-Disabled Veteran participation form. If percentages or dollar values listed on this agreement differ from percentages or dollar values listed on the schedule of Subcontracting-Service-Disabled Veteran Sub-Contractor participation form of the proposal, the values listed on this Letter of Intent will supersede for RFP scoring/evaluation.

The subcontract will reflect a 72-hour prompt payment clause.

Failure to complete and submit these forms may result in finding of the submittals non-responsive.

Service-Disabled Veteran Sub-Contractor

Specific Scope(s) of Work/Services

Subcontract Percentage/Amount **(ONLY USED TOWARD BONUS POINTS)**

I understand that I shall not be allowed to substitute or change sub-Contractors without prior written approval of the Business Development Division. Such approval shall in no way relieve my obligations pursuant to Orange County's Service-Disabled Veteran Business requirements contained in the Orange County's Service-Disabled Veteran Business Ordinance, No. 2011-11 and any subsequent amendments.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Authorized Agent of Prime Contractor

Date

Printed Name & Title

Authorized Agent of Service-Disabled Veteran Sub-Contractor

Date

Printed Name & Title

Service-Disabled Veteran Address

City

State

Zip Code

Phone Number

Fax Number

E VERIFICATION CERTIFICATION

Contract No.Y19-100-TJ

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under **Contract No. Y19-100 Food and Beverage Services for the Orange County Convention Center** within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Proposer and shall be submitted to the Procurement Division by the Proposer.

In the event any information provided on this form should change, the Proposer must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON PROPOSER:

Legal Name of Applicant:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON PROPOSER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Applicant's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE PROPOSER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE PROPOSER'S EMPLOYEE?

___ **YES** ___ **NO**

IS THE PROPOSER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

For Staff Use Only:

Date Submitted _____
Date Updated _____
Bid Number # _____

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM

Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division

processing the application not less than seven (7) days prior to the scheduled BCC

agenda date so that it may be incorporated into the BCC agenda packet. When the matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls): _____

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___
8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

Part II

Expenditures:

For this report, an "expenditure" means money or anything of value given by the principal and/or his/her lobbyist for the purpose of lobbying, as defined in section 2-351, Orange County Code. This may include public relations expenditures including, but not limited to, petitions, fliers, purchase of media time, cost of print and distribution of publications. However, the term "expenditure" **does not** include:

- Contributions or expenditures reported pursuant to chapter 106, Florida Statutes;
- Federal election law, campaign-related personal services provided without compensation by individuals volunteering their time;
- Any other contribution or expenditure made by or to a political party;
- Any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4), in accordance with s.112.3215, Florida Statutes; and/or
- Professional fees paid to registered lobbyists associated with the project or item.

The following is a complete list of all lobbying expenditures and activities (including those of lobbyists, contractors, Contractors, etc.) incurred by the principal or his/her authorized agent and expended in connection with the above-referenced project or issue. **You need not include de minimus costs (under \$50) for producing or reproducing graphics, aerial photographs, photocopies, surveys, studies or other documents related to this project.**

Date of Expenditure	Name of Party Incurring Expenditure	Description of Activity	Amount Paid
TOTAL EXPENDED THIS REPORT			\$

Part III

Original signature and notarization required

I hereby certify that information provided in this specific project expenditure report is true and correct based on my knowledge and belief. I acknowledge and agree to comply with the requirement of section 2-354, of the Orange County code, to amend this specific project expenditure report for any additional expenditure(s) incurred relating to this project prior to the scheduled Board of County Commissioner meeting. I further acknowledge and agree that failure to comply with these requirements to file the specific expenditure report and all associated amendments may result in the delay of approval by the Board of County Commissioners for my project or item, any associated costs for which I shall be held responsible. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Date

Signature of Principal or Principal's Authorized Agent
(check appropriate box)

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the

County Mayor, with any other member of the [BCC], or with any member of a procurement committee.” (See Section 2-351, Orange County Code.) *Lobbying* also means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the

BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB/RFP NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY

If the proposer is submitting as a joint venture, please be advised that this form **MUST** be completed and the **REQUESTED** written joint-venture agreement **MUST** be attached and submitted with this form.

HOWEVER, IF THE PROPOSER IS NOT A JOINT VENTURE, CHECK THE FOLLOWING BLOCK: () NOT APPLICABLE

1. Name of joint venture: _____

2. Address of joint venture: _____

3. Phone number of joint venture: _____

4. Identify the firms which comprise the joint venture: _____

5. Describe the role of the MBE firm (if applicable) in the joint venture: _____

6. Provide a copy of the joint venture's written contractual agreement.

7. What is the claimed percentage of ownership and identify any MWBE partners (if applicable)?

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 2

8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement provided by question 6.)

(a) Profit and loss sharing:

(b) Capital contributions, including equipment:

(c) Other applicable ownership interests:

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

(a) Financial decisions: _____

(b) Management decisions, such as:

(1) Estimating:

(2) Marketing and sales:

(3) Hiring and firing of management personnel:

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 3

(4) Purchasing of major items or supplies:

(c) Supervision of field operations:

NOTE: If, after filing this form and before the completion of the joint venture's work on the subject contract, there is any significant change in the information submitted, the joint venture must inform the County in writing.

*** Joint venture must be properly registered with the Florida Division of Corporations before the contract award and the name of the Joint Venture must be the same name used in the RFP proposal.**

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to the County current, complete and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the joint venture. Also, permit authorized representatives of the County to audit and examine records of the joint venture. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm: _____

Name of Firm: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

INFORMATION FOR DETERMINING JOINT VENTURE ELIGIBILITY – PAGE 4

Date _____
State of _____
County of _____

AFFIDAVIT

On this _____ day of _____, 20____, before me appeared (name) _____, to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

Date _____
State of _____
County of _____

On this _____ day of _____, 20____, before me appeared _____ (name), to me personally known, who being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____
Commission Expires _____

(Seal)

BID BOND

BOND NUMBER _____

STATE OF FLORIDA)
SS
COUNTY OF ORANGE)

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Principal, and _____, as Surety, are held firmly bound unto Orange County, Florida, in the penal sum of: \$200,000, Two Hundred Thousand Dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bound ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the attached Bid, dated the _____ day of _____, 20__, for a Contract entitled: **Y19-100, Food and Beverage Service for the Orange County Convention Center.**

NOW THEREFORE, if the Principal shall withdraw said Bid prior to the date of opening the same, or shall within ten (10) days after the prescribed forms are presented to him for signature, enter in a written Contract with Orange County, Florida, in accordance with the Bid as accepted, and give a Performance Bond and a Payment Bond with good and sufficient Surety or sureties as may be required, for the faithful performance and proper fulfillment of such Contract and for prompt payment of all persons furnishing labor or materials in connection therewith, or in the event of the failure to enter into such Contract and give such Bonds within the time specified, if the Principal shall pay the County the difference between the amount specified in said Bid and the amount for which the County may procure the required work and/or supplies, provided the latter amount to be in excess of the former, then the above obligations shall be void and of no effect; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above written parties have executed this instrument under their several seals this the _____ day of _____, 20__, the name and corporate seal of each corporate party being affixed and these presents duly signed by its undersigned, pursuant to authority of its governing body.

CONTRACTOR-PRINCIPAL:

SURETY:

NAME OF BUSINESS ENTITY

NAME OF SURETY

SIGNATURE
(SEAL)

SIGNATURE SURETY AGENT
(SEAL)

TYPE NAME AND TITLE

TYPE NAME AND TITLE

BUSINESS ADDRESS

BUSINESS ADDRESS

TELEPHONE

TELEPHONE

NAIC NUMBER: _____

Licensed Florida Insurance Agent? Yes _____ **No** _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Bid Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

If applicable, list the Lead Surety.

LEAD SURETY

AGENT FOR SURETY

Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE _____

P E R F O R M A N C E B O N D

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor: _____

Address: _____

Phone Number: _____

Corporation, Partnership or Individual: _____

hereinafter referred to as the Contractor, as Principal, and

Name of Surety: _____

Address: _____

Phone Number: _____

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407)836-5635 a Political Subdivision of the State of Florida as Obligee, hereinafter referred to as Owner, in the full and just sum of **\$2,000,000**, two million dollars lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into **Contract No. Y19-100** with the "County", also referred to herein as the OWNER, for the term contract entitled **Food and Beverage Services for the Orange County Convention Center** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Contract: _____

NOW, THEREFORE, the condition of this obligation is such that if Contractor shall fully, promptly and faithfully perform said Contract and all obligations thereunder, including all obligations imposed by the Contract documents, including the General Terms and Conditions, Special Terms and Conditions, Specifications or Scope of Services/Work and such amendments thereof as may be made as provided for therein), then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall indemnify and save harmless said Owner against and from all costs, expenses and damages, including litigation costs and attorney's fees arising out of, or in connection with the neglect, default or want of care or skill, including patent infringement on the part of said Contractor, his agents, servants or employees in the execution or performance of said Contract.
2. Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the SURETY may promptly remedy the default or shall promptly:
 - A. Complete the Contract in accordance with its terms and conditions; or
 - B. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by SURETY of the lowest responsible bidder, or, if the Owner elects, upon determination

by the Owner and the SURETY jointly of the lowest responsible bidder, arrange for a Contract between such bidder and the Owner. SURETY shall make available as the work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this Paragraph) sufficient funds to pay the costs of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof.

3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.
4. The undersigned expressly acknowledges its obligations and liabilities for liquidated damages suffered by the Owner under the provisions of the Contract.
5. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, changes to Contract amounts, alterations or additions to the terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond, and the SURETY does hereby expressly waive notice of any such change, extension of time, change to Contract amount, alteration, or addition. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
6. The Contractor shall save the Owner harmless from any and all damages, expenses and costs which may arise by virtue of any defects in said work or materials within a period of one (1) year from the date of Final Completion of the Project.

Signed and sealed this the _____ day of _____, 20__.

CONTRACTOR, AS PRINCIPAL

WITNESS:

Firm Name

BY: _____

Signature

Type Name and Title

SURETY

AGENT FOR SURETY

Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE _____

Licensed Florida Insurance Agent? Yes: _____ No: _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

as Surety, and that he has been authorized by said Surety to execute the foregoing Performance Bond on behalf of the Principal (Contractor) named therein in favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20__.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification _____

Type of Identification: _____

P A Y M E N T B O N D

BOND NUMBER _____

KNOW ALL MEN BY THESE PRESENTS that

Name of Contractor: _____

Address: _____

Phone Number: _____

Corporation, Partnership or Individual: _____

Thereinafter called Contractor, as Principal, and

Name and Address of Surety _____

hereinafter called SURETY, as SURETY, are held and firmly bound unto Orange County, 400 East South Street, Orlando, FL 32801, (407) 836-5635 a Political Subdivision of the State of Florida as Obligee, in the full and just sum of \$2,000,000, two million dollars lawful money of the United States of America, to the payment of which sum, well and truly to be made, the Contractor and SURETY bind themselves, their representatives, and each of their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has entered into **Contract No. Y19-100** with the "County", also referred to herein as the OWNER, for term contract entitled: **Food and Beverage Services for the Orange County Convention Center** with conditions and provisions as are further described in the aforementioned Contract, which Contract is by reference made a part hereof for the purpose of explaining this bond.

General description of the Work: _____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS such that if Contractor shall promptly make payments to all claimants for any and all labor and material used or reasonably required for use or furnished in connection with the performance of said Contract, and shall perform all other covenants and obligations of this bond, then this obligation shall be void; otherwise it shall remain in full force and effect.

1. The undersigned shall promptly make payment to all persons supplying services, labor, material or supplies used directly or indirectly by said Contractor, or any subcontractor(s) or sub-subcontractor(s), in the prosecution of the work provided for in said Contract.
2. The undersigned, covenant and agree that no change, extension of time, exercise of options for Contract renewals, change to Contract amounts, alterations or additions to terms of the Contract or the work to be performed thereunder, or the specifications accompanying the same shall in any way affect their obligation on this bond and the SURETY does hereby expressly waive notice of any such change, extension of time, exercise of options for Contract renewal, changes to Contract amount, alternations or additions. Moreover, no alterations or additions to this bond form shall be binding unless specifically agreed to in writing by the parties.
3. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes shall not affect SURETY'S obligation under this bond. Any increase in the total Contract amount as authorized by the Owner shall accordingly increase the SURETY'S obligation by the same dollar amount of said increase. The Principal shall be responsible for notification to SURETY of all such changes.

Signed and sealed this the _____ day of _____, 20_____

CONTRACTOR, AS PRINCIPAL:

WITNESS: _____
Firm Name

Signature _____ BY: _____
Signature

Type Name and Title

SURETY: _____ AGENT FOR SURETY: _____

BY: _____
Signature

BY: _____ AGENCY ADDRESS: _____

SURETY ADDRESS: _____

PHONE NO.: _____

Licensed Florida Insurance Agent? Yes: _____ No: _____

License Number: _____

STATE OF _____)

COUNTY OF _____) SS

CITY OF _____)

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared:

_____ to me well known, who being by me first duly sworn upon oath says that he is Attorney-in-Fact for

_____ as Surety, and that he has been authorized by said Surety to execute the foregoing Payment Bond on behalf of the Principal (Contractor) named therein favor of the owner.

Subscribed and sworn to before me this the _____ day of _____, 20_____.

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ or Produced Identification (Type) _____

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	1. Name of Agent or Broker Street Address City, State, Zip	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
		INSURER(S) AFFORDING COVERAGE: NAIC #
INSURED	2. Name of Insured Street Address City, State, Zip	INSURER A:
		INSURER B:
		INSURER C: 3.
		INSURER D:
		INSURER E:
		INSURER F:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
3.	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	4.	5.	6.	7.	8. EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ <input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	AUTOMOBILE LIABILITY 9. <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY 10. <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			
11.						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Orange County Government is additionally insured on the General Liability Policy. A waiver of subrogation applies in favor of Orange County Government, it's agents, employees, and officials on the Worker's Compensation Policy.

CERTIFICATE HOLDER	CANCELLATION
13. Orange County Board of County Commissioners Procurement Division 400 E. South Street Orlando, Florida 32801	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 14.

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

- 1. PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
- 2. INSURED:** Legal name and address of the entity entering into the contract or agreement
- 3. INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
- 4. ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
- 5. SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
- 6. POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
- 7. POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
- 8. LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
- 9. AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
- 10. WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
- 11. OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
- 12. DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
- 13. CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
- 14. AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

WORKERS COMPENSTION AND EMPLOYEES LIABILITY
INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

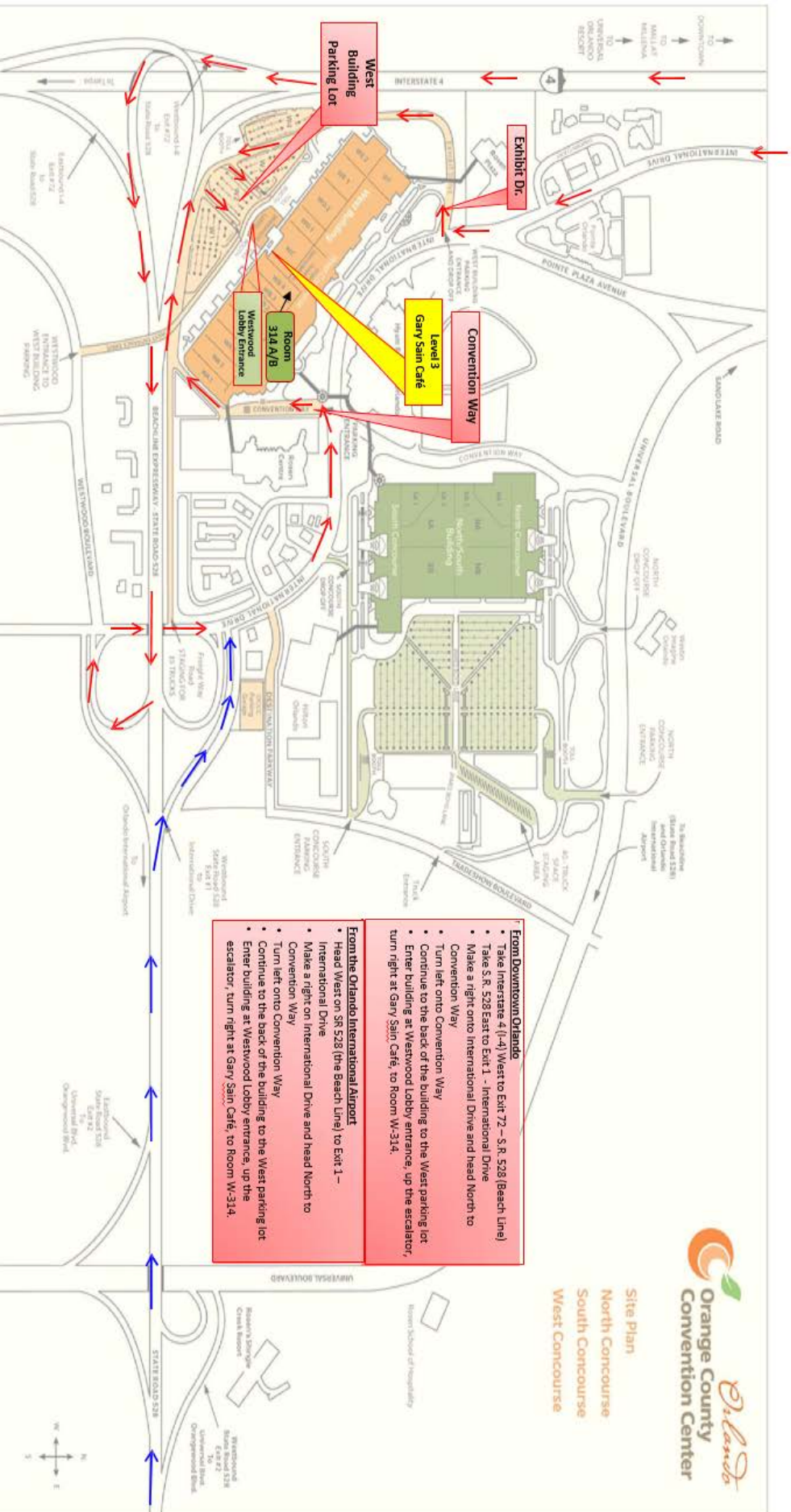
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

*Orange County Convention Center
West Concourse, 9800 International Drive, Orlando*

West Entrance



- From Downtown Orlando**
- Take Interstate 4 (I-4) West to Exit 72 – S.R. 528 (Beach Line)
 - Take S.R. 528 East to Exit 1 - International Drive
 - Make a right onto International Drive and head North to Convention Way
 - Turn left onto Convention Way
 - Continue to the back of the building to the West parking lot
 - Enter building at Westwood Lobby entrance, up the escalator, turn right at Gary Sain Café, to room W-314.
- From the Orlando International Airport**
- Head West on SR 528 (the Beach Line) to Exit 1 – International Drive
 - Make a right on International Drive and head North to Convention Way
 - Turn left onto Convention Way
 - Continue to the back of the building to the West parking lot
 - Enter building at Westwood Lobby entrance, up the escalator, turn right at Gary Sain Café, to Room W-314.



Site Plan
North Concourse
South Concourse
West Concourse





PARKING PASS

THIS PASS ALLOWS THE BEARER TO PARK FREE OF CHARGE WHILE ATTENDING THE FOLLOWING EVENT:

**FOOD AND BEVERAGE SERVICES FOR THE OCCC
PRE-PROPOSAL MEETING**

**LOCATION: 9800 INTERNATIONAL DRIVE (WEST CONCOURSE), ROOM W-314 A/B
8:30 a.m.**

PASS VALID ONLY ON TUESDAY, AUGUST 14, 2018

PLEASE PLACE THIS ON THE DASH OF YOUR VEHICLE AFTER PASSING THROUGH THE TOLL BOOTH.

Contract # Y19-100

This Contract is made as of the ____ day of _____, 2018 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and _____ [] an individual, [] a partnership, [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is _____.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR’S responsibility under this Contract is to provide food and beverage services at the Orange County Convention Center as more specifically set forth in the Scope of Services detailed in Exhibit “A”.

The COUNTY’S representative/liason during the performance of this Contract shall be _____, telephone no. _____.

ARTICLE 2 - SCHEDULE

The CONTRACTOR shall commence services on _____ and complete all services by _____.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit “A”.

This contract may be renewed, by mutual agreement, for additional periods up to a cumulative total of eleven (11) years at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY’S rights and obligations with respect to the extent as if the order were completed during the contract’s performance period.

ARTICLE 3 - PAYMENTS TO THE COUNTY

The Contractor shall distribute to the OCCC the OCCC Administration Fee for an Accounting Period no later than the last day of the following Accounting Period. Payments shall be accompanied by a monthly profit loss statement in a format acceptable to the Director. Payments due but unpaid by the Contractor to the OCCC shall bear interest at eighteen percent (18%) per annum until paid.

The Contractor shall distribute discounts/credits/rebates to the appropriate cost center, at least quarterly in the arrears, within the Accounting Year.

ARTICLE 4 - TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR’S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity,

fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

C. Labor Disputes

In the event Contractor cannot perform its obligations under this Contract because of a labor dispute, such non-performance will not be considered a default, provided, however, that the County may take control of and perform the operation in whole or in part until the labor dispute is settled. During such period of operation by the County, the County shall be entitled to use all facilities, smallwares and equipment at the OCCC and any supplies and inventory of Contractor on hand.

The Contractor shall receive no profits or fees in connection with such operation. In the event said labor dispute remains unresolved in excess of thirty (30) consecutive days, the County may terminate this Contract upon 30 days written notice.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 7 – SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

A. The CONTRACTOR shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONTRACTOR contract dollar amount(s) for the M/WBE sub-Contractor(s) listed

in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Employment Data, Schedule of Minorities and Women reports are to be submitted every quarter during the term of the contract. Additionally, the CONTRACTOR shall ensure that the M/WBE participation percentage proposed in the Contractor's Proposal submitted for this Contract is accomplished.

- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the Business Development Division, with a copy to the COUNTY'S designated representative, within ten (10) days after COUNTY'S execution.
- C. The CONTRACTOR shall be responsible for reporting local minority/women employment percentage levels within the firm and the minority/women employment percentage levels that the firm anticipates utilizing to fulfill the obligations of this Contract. The report(s) shall be submitted to the Business Development Division, on a quarterly basis during the life of the Contract.
- D. The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the prime CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual MWBE participation achieved by the prime CONTRACTOR prior to the issuance of final payment.
- E. In the event a certified M/WBE sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall submit a letter to the Business Development Division from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a certified M/WBE sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the replacement of that sub-Contractor, in writing to the Business Development Division, accompanied by the Project Manager's recommendation or consent to termination.
- F. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
 - 1. Submit copies of executed contracts between the CONTRACTOR and all of its M/WBE sub-Contractors to the Business Development Division.
 - 2. The COUNTY may at its discretion require copies of subcontracts/purchase orders for the non-M/WBE's listed on **SCHEDULE OF SUBCONTRACTING - M/WBE PARTICIPATION FORM** and or utilized on the project. However, if this option is not exercised the awarded Proposer shall provide a list of all non-M/WBE sub-Contractors certifying that a prompt payment clause has been included in that contract or purchase order.
 - 3. The Contractor must include in the subcontract agreement:
 - a) Prompt Payment Clause to the M/WBE subcontractor

- b) Payment schedule in all subcontracts and purchase orders (including those with non-M/WBE's) stating that payment will be made to the Subcontractor/suppliers within 72 hours of receipt of payment from the County
- c) The following statement: "It is the M/WBE responsibility to submit the required Quarterly M/WBE utilization reports to the prime and Final M/WBE payment verification form to Business Development Division denoting the percentage of the overall contract fees"

The M/WBE's failure to submit the required documents could negatively impact their M/WBE certification.

- G. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

The COUNTY may take action up to and including termination for default if this condition is not remedied within the time period specified by the Manager, Procurement.

ARTICLE 8 – SERVICE-DISABLED VETERAN (SDV) REPORTING

The prime CONTRACTOR/CONTRACTOR shall be responsible for reporting (SDV) sub-Contractor contract dollar amount(s) for the SDV firms(s) listed in the document by submitting appropriate documents evidencing contract award of work to the Business Development Division (BDD). The report(s) shall be submitted in the (BDD) with a copy to the representative within ten (10) days after issuance of individual assignments or task authorizations:-

- A. The CONTRACTOR shall be responsible for reporting SDV sub-CONTRACTOR contract dollar amount(s) for the SDV sub-Contractor(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-contract agreements and/or purchase orders evidencing contract award of work, to the BDD. Submittal of these sub-contract agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated utilization report shall be submitted every quarter during the term of the contract.
- B. Subsequent amendments to this contract shall be submitted with the appropriate documentation evidencing contractual change or assignment of work to the BDD, with a copy to the COUNTY'S designated representative, within ten (10) calendar days after COUNTY'S execution.

The awarded prime CONTRACTOR shall furnish written documentation evidencing actual dollars paid to **all sub-Contractors** utilized by the CONTRACTOR on the project. This will include, but not limited to: copies of cancelled checks, approved invoices, and signed affidavits certifying the accuracy of payments so that the COUNTY may determine actual SDV participation achieved by the CONTRACTOR prior to the issuance of final payment.

- C. In the event a registered SDV sub-Contractor's subcontract is terminated for convenience, the CONTRACTOR shall call and submit a letter to the BDD from the terminated sub-Contractor evidencing their concurrence with the termination. In the event a registered SDV sub-Contractor's subcontract is terminated for cause, the CONTRACTOR shall justify the

replacement of that sub-Contractor, in writing to the BDD, accompanied by the Project Manager's recommendation or consent to termination.

- D. It is the intent of the COUNTY to insure prompt payment of all sub-Contractors working on COUNTY projects. The CONTRACTOR shall:
1. Submit copies of executed contracts between the CONTRACTOR and all of its SDV sub-Contractors to the BDD.
 4. Incorporate a prompt payment assurance provision and payment schedule in all contracts between the CONTRACTOR and SDV sub-Contractors (stating that payment will be made to the sub-CONTRACTOR within 72 hours of receipt of payment from the COUNTY. The CONTRACTOR shall pay each sub-CONTRACTOR for all work covered under an invoice within the 72 hour time frame.
- E. By entering into this contract, the CONTRACTOR affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONTRACTOR/CONTRACTOR to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 11 - INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the

State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 (one million dollars) per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 (five hundred thousand dollars) each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

Additional Coverage:

- Fidelity/Employee Dishonesty- with a limit of not less than \$1,000,000 (one million dollars) per occurrence/claim

Liquor Liability- with a limit of not less than \$2,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

ARTICLE 12 – PAYMENT AND PERFORMANCE BOND

The Contractor shall furnish to the County at the time of execution of the Contract a performance bond in the amount of Two Million Dollars (\$2,000,000) and a payment bond in the amount of Two

Million Dollars (\$2,000,000). Such sureties shall be continuously in effect and shall guarantee for the entire term of the Contract and an additional twelve (12) months the faithful performance of all conditions contained in the Contract and prompt payment of all contractual indebtedness. The sureties shall provide that the terms of the sureties shall be tolled for any claim not yet vested but otherwise manifest in pending or imminent litigation. Such sureties may be issued on an annual basis, provided, however, the Contractor shall, no later than thirty (30) days prior to expiration of a surety, cause a replacement surety to be issued effective on or before the expiration. The premiums for the sureties shall be Non-Allowable Expenses. Exercise by the County of its rights against either surety shall not operate as a waiver of any rights or remedies otherwise available to the County, and shall not relieve the Contractor of any rights, duties or obligations imposed by this Contract. The surety bond shall be issued by a surety meeting the standards as set forth herein, and the letter of credit shall be issued by a financial institution with an office or branch location in Orange County, Florida.

Minimum Surety Qualifications. At a minimum, the performance bond and the payment bond shall meet and comply with the following minimum standards:

- a. Surety must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- b. Surety must be listed on the U.S. Department of Treasury Fiscal Service, Bureau of Government Financial Operations, Federal Register, Part V, latest revision, entitled: "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies".
- c. All bonds shall be originals and issued or countersigned by a producing agent with satisfactory evidence of the authority of the person or persons executing such bond shall be submitted with the bond. Attorneys-in-fact who sign bonds or other Surety instruments must attach with each bond or Surety instrument a signed, certified and effectively dated copy of their power of attorney. Agents of Surety companies must list their name, address and telephone number on all bonds.
- d. The life of the bonds shall extend twelve (12) months beyond the date of Final Completion and shall contain a waiver of alteration to the terms of the Contract, extensions of time and/or forbearance on the part of the County.
- e. **Surety must have financial standing having a rating from A.M. Best Company (or other equivalent rating company) equal to or better than A- Class VI.**
- f. Should the Bid, Payment and Performance Bonds be issued by co-sureties, each surety listed on the bond shall meet the requirements in paragraphs a. – e. above. In addition, each surety shall submit a power of attorney and all signatures of the co-sureties representatives shall be notarized. The "lead" surety shall be identified for the purposes of underwriting and claims management.

Subcontractor Surety. The Contractor or its subcontractors shall provide, subject to the approval of the Director and the Orange County Procurement Division, a clean irrevocable letter of credit tied to the performance of any subcontractor services in a sum to be mutually agreed upon by the parties.

ARTICLE 13 - INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments,

demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 15 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - UNIFORM COMMERCIAL CODE

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the CONTRACTOR and the COUNTY for any terms and conditions not specifically stated in this Contract.

ARTICLE 17 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 18 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its sub-Contractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its sub-Contractor's fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the COUNTY'S right to change, terminate, or stop any or all work at any time.

ARTICLE 19 - ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 20 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - ACCESS AND AUDITS

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 24 – EQUAL OPPORTUNITY

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 25 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 26 - ENFORCEMENT COSTS

Except where expressly provided in this Contract to the contrary, the remedies available to the parties in law or equity, and right to seek such remedies (regardless of whether sought in law or equity), shall be limited to their direct damages actually sustained, except that the County shall have the right to seek and collect direct damages from cancellations of leases, long-term agreements or definite bookings (as defined in the Center's booking policy) that occur within eighteen (18) months of any default or breach by the Contractor and directly result from such default or breach by the Contractor.

ARTICLE 27 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 28 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 29 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 30 –DISPLACED WORKERS

CONTRACTOR has committed to hire _____ () CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award,

CONTRACTOR shall contact the Orange County Business Development Liaison (BDD) at (407) 836-7317 to assist with meeting this requirement. The BDD Liaison will work with the CareerSource Central Florida staff and the CONTRACTOR to ensure that the process is properly adhered until all requirements have been met. CareerSource Central Florida participants may be employed in any position within the firm but must be hired on a fulltime basis.

The failure of the CONTRACTOR to comply with these hiring commitments after contract award shall be grounds for termination of the contract for default.

During performance of the contract, the CONTRACTOR will take appropriate steps to ensure that individuals hired under this program are retained. However, if it becomes necessary to replace an employee, the CONTRACTOR shall contact the BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE 31 - REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 32 - CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor."

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor/Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor/Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 33 - TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff.

Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 34 – VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E-Verification certification.

ARTICLE 35 – LAWS AND REGULATIONS

The Contractor shall strictly comply with all county, state and federal laws and regulations applicable to the operation, including but not limited to all applicable OSHA and ADA requirements, and shall procure all necessary licenses and permits, which shall be displayed in an appropriate location on the Center Premises as designated by the Director.

ARTICLE 36 – SUCCESSORS AND ASSIGNS

This Contract shall bind and run to the parties hereto and their respective successors and assigns. This Contract may not be assigned by the Contractor without the prior written consent of the County, which the County may grant or withhold at its discretion.

ARTICLE 37 – AMBIGUITIES

The parties agree and warrant that they have had the benefit of consultation with legal counsel prior to entering into this Contract, such that all language herein shall be construed equally against the parties, and such that Contractor waives any right, claim, argument or defense that any language of this Contract should be construed strictly against the County.

ARTICLE 38 – VALIDITY

The County and Contractor each represents and warrants to the other its respective authority and power to enter into this Contract, acknowledges the validity and enforceability of this Contract, and waives any future right of defense based on claim of illegality, invalidity or unenforceability of any nature. The County and Contractor each hereby represents, warrants and covenants to the other that the undersigned officers have been duly authorized to execute this Contract such that this Contract has been validly entered into by the respective party, and that this Contract constitutes a legal, valid and binding contract enforceable against the respective party in accordance with the terms hereof.

ARTICLE 39 – ADDENDA

All requirements contained in any addenda to the solicitation for this procurement are part of and hereby incorporated into this contract.

ARTICLE 40 – AMENDMENT / MODIFICATION

No amendment or modification of this Contract, and no waiver of any material requirement of this Contract, shall be valid or binding unless made in writing, and signed by both parties.

ARTICLE 41 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

and if sent to the CONTRACTOR shall be mailed to:

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

ORANGE COUNTY, FLORIDA:

Company Name

Carrie Mathes, MPA, CFCM, CPPO, C.P.M.,
Procurement Division Manager

Signature

Date

Typed Name

Title

Date