

CONTRACT # Y22-153

This Contract is made as of the 23rd day of May, 2022 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 BIG CITY CATERING, INC. a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 56-2414900.

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 professional services in the area of management and operation of Cypress Grove and Guest House for weddings, corporate events and other occasions, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be PAM DENNISON, telephone no. 407-836-6201.

ARTICLE 2 SCHEDULE

The CONTRACTOR shall commence services on AUGUST 1, 2023 and complete all services by JULY 31, 2026.

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, for two (2) additional one (1) year periods upon mutual written agreement of the parties 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.

The Contractor shall ensure that advance bookings of events do not exceed the existing contract performance period. Therefore, during the initial three-year performance period, the Contractor shall ensure that no bookings shall exceed this three-year period, nor shall they exceed the performance period of any renewals that may be exercised.

ARTICLE 3 REVENUE PAYMENTS TO COUNTY

A. The monthly amounts to be paid by the Contractor to the COUNTY as specified under this Contract in Exhibit B, Schedule of Revenues. Revenue generated by the Estate House and Grove House will be paid by the renter to the Contractor. The Contractor Schedule of Fees charged to the renter shall be approved by the COUNTY. The Schedule of Fees shall be submitted to the COUNTY no later than June 30, 2022. In the event of disapproval, a revised

Schedule of Fees shall be negotiated between the CONTRACTOR and the COUNTY. The Contractor shall make monthly payments, payable to the Orange County Board of County Commissioners, in the amount specified by this contract to the Cypress Grove Site Supervisor by the 10th of each month.

- C. **Final Invoice:** In order for both parties herein to close their books and records, the CONTRACTOR will clearly state “final invoice” on the CONTRACTOR’S final/last billing to the COUNTY. This certifies that all revenues have been properly accounted for and paid to the COUNTY.

ARTICLE 4 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 5 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.flair.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.

Required Endorsements:

- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 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
- All-risk Property- with a limit greater than or equal to the replacement cost of the Vendor/Contractor's equipment

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, Florida.

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, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 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 7 SUBCONTRACTING AND MINORITY/WOMEN EMPLOYMENT PARTICIPATION

- A. The CONSULTANT shall be responsible for reporting Minority/Women Business Enterprise (M/WBE) sub-CONSULTANT contract dollar amount(s) for the M/WBE sub-Consultant(s) listed in this document, by submitting the appropriate documents, which shall include but not limited to fully executed sub-consultant agreements and/or purchase orders evidencing contract award of work, to the Business Development Division. Submittal of these sub-consultant agreements/purchase orders is a condition precedent to execution of the prime contract with the COUNTY. Quarterly updated M/WBE utilization reports and Equal Opportunity Workforce Schedule to be submitted every quarter during

the term of the contract. Additionally, the CONSULTANT shall ensure that the M/WBE participation percentage proposed in the Consultant'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 CONSULTANT shall be responsible for reporting, on the Equal Opportunity Workforce Schedule, the 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 CONSULTANT shall furnish written documentation evidencing actual dollars paid to **all sub-Consultants** utilized by the prime CONSULTANT 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 CONSULTANT prior to the issuance of final payment.
- E. The awarded prime Consultant's responsibilities and requirements are listed below and shall be included in the sub-agreement:
 - 1. Whereas the prime consultant is being paid in accordance with the Local Government Prompt Payment Act, contractor shall incorporate a 72-hour prompt payment assurance provision and payment schedule in all sub-contracts between the prime and sub-contractors.

Note: The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the prime contractor.

- 2. 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 one-time for the duration of the contract.
- 3. The awarded prime Consultant shall furnish written documentation evidencing actual dollars paid to each subconsultant utilized by the prime Consultant 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 Consultant prior to the issuance of final payment.
- 4. The sub-consultant agreement shall include: (a) the percentage of the overall contract value to be sub-contracted; and (b) the dollar amount based on the percentage of the contract value to be sub-contracted (if available at time of sub-consultant agreement).
- 5. The prime Consultant shall submit an updated quarterly MWBE utilization report and the Equal Opportunity Workforce Schedule 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.

6. All sub-contracts shall include 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.

7. 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.
8. Upon execution of any renewal or extension to this contract, the Prime Consultant shall execute renewals with all approved specified sub-consultants for the full duration of the contract.
9. The prime Consultant shall expeditiously advise all M/WBE’s and the Business Development Division of all change orders, contract modifications, additions and deletions to any and all contracts issued to the M/WBE firm on their team.
10. 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-Consultants certifying that a prompt payment clause has been included in that contract or purchase order.

- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the M/WBE subcontracting requirements submitted with his/her Proposal. The failure of the CONSULTANT/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 CONSULTANT shall be responsible for reporting (SDV) sub-Consultant 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. 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.

- B. The awarded prime CONSULTANT shall furnish written documentation evidencing actual dollars paid to all sub-Consultants utilized by the CONSULTANT 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 CONSULTANT prior to the issuance of final payment.
- C. File copies of all executed sub-consultant agreements/contracts between the prime and all SDV Sub-consultants on the project to Orange County Business Development Division one time for the duration of the contract period. The Scope and **Schedule of Subcontracting - SDV Participation** form and the letter of Intent must be included in the sub-consultant agreement.
- D. Notwithstanding any termination provisions in this Subcontract Agreement, the Prime Consultant shall not terminate this Subconsultant Agreement without prior written authorization of the Orange County Business Development Division Manager, nor shall the Prime Consultant amend this Subconsultant Agreement, or reduce the Scope of Work or monetary value awarded under this Subconsultant Agreement, without prior written authorization of the Orange County Business Development Manager.
- E. It is the intent of the COUNTY to insure prompt payment of all sub-Consultantss working on COUNTY projects. The CONSULTANT shall:
1. Submit copies of executed contracts between the CONSULTANT and all of its SDV sub-Consultants to the Business Development Division.
 2. Whereas the Prime Consultant is being paid in accordance with the Local Government Prompt Payment Act, Consultant shall incorporate a 72 Hour prompt payment assurance provision and payment schedule in all contracts between the CONSULTANT and SDV sub-Consultants.
- Note:** The County reserves the right to verify that all sub-contractors are being paid within 72 hours of the County's remittance to the prime contractor.
- F. By entering into this contract, the CONSULTANT affirmatively commits to comply with the SDV requirements submitted with his/her Proposal. The failure of the CONSULTANT to comply with this commitment during the Contract's performance period may be considered a breach of Contract.

ARTICLE 9 DISLOCATED WORKERS

The CONSULTANT has committed to hire __ZERO__ (0) CareerSource Central Florida participants residing in the Orlando MSA. Therefore, within five (5) days after contract award, the CONSULTANT 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 CONSULTANT 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 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 BDD Liaison. At its discretion, COUNTY may periodically request submission of certified payrolls to confirm the employment status of program participants.

ARTICLE 10 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 11 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 12 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 13 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.**

ARTICLE 14 FORCE MAJEURE

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within forty-eight (48) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.
2. If the Contractor's performance is delayed pursuant to this section for a period exceeding two (2) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 15 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 16 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 17 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 18 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 19 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 20 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 21 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 22 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 23 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.

By executing this contract the firm affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 24 FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS.

By executing this contract the firm affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 25 **SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - 1. On the “Scrutinized Companies with Activities in Sudan List” or the “Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List,” created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.
- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
 - 1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 - 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County’s termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 26 **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 27 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 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 believes the County is liable; and that I am duly authorized to certify the claim on behalf of the 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. 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 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 28 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 29 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 30 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 31 ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 32 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 33 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 34 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 35 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 36 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 37 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 38 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 39 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 40 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:

Orange County Board of County Commissioners
Procurement Division
Internal Operations Center II
400 East South Street
Orlando, Florida 32801

and if sent to the CONTRACTOR shall be mailed to:

ARTICLE 41 ATTACHMENTS

The following attachment(s) is/are attached hereto, and made a part of this Contract in order of precedence:

- A. EXHIBIT A – SCOPE OF SERVICES
- B. EXHIBIT B – SCHEDULE OF REVENUES FORM
- C. ATTACHMENT 1- PARKS AND RECREATION RULES AND REGULATIONS

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:

Big City Catering, Inc.

Company Name



Signature

Tom Pokorny

Typed Name

President

Title

5-23-2022

Date

ORANGE COUNTY, FLORIDA:



Carrie Mathes, MPA, CFCM, NIGP-CPP, CPPO,
C.P.M.

Procurement Division Manager

5.31.2022

Date

EXHIBIT A SCOPE OF SERVICES

The primary mission of Orange County is to provide high quality services to the citizens of Orange County. One means of furthering that mission is to outsource activities currently provided by the Parks and Recreation Division that can be managed more efficiently and effectively by a service contract. The desired services provided at this facility would include events such as weddings, anniversary celebrations, parties and corporate events. The outsourcing of the Estate House and Grove House will provide for consolidated park operations. Orange County can focus on providing their core recreation services to the community which Cypress Grove Park serves and, through a service contractor, provide a higher level of service to our Estate House and Grove House patrons.

1. Renovations and Closures

The Estate House will be closed for scheduled renovations and routine maintenance each year. This annual closure will start the second Tuesday in July and will last a period of ten (10) calendar days. During this time, the Contractor may work out of the Estate House offices with advance permission from the Site Supervisor but will not rent it for any events or schedule/conduct tours. The Grove House will be open for normal operation during the annual closure.

If the Grove House or any outside amenity (Gazebo, Loggia, etc.) requires closure for maintenance, the County will provide the Contractor at least thirty (30) days prior notice. If the affected facility has been rented during this period, the County and the Contractor will jointly establish a time period for the maintenance to be performed. Once determined, it is the Contractor's responsibility to close the date(s) to rentals.

2. Site Furnishings

The Contractor shall maintain all house furnishings in the Estate House and Grove House. If the Contractor wishes to add additional furnishings to either House, these items must be approved in writing by Orange County, prior to installation.

3. Maintenance

The Contractor shall secure the Estate House and Grove House with an alarm system notifying the Sheriff's Office when triggered. The Contractor shall be responsible for the monthly payment of the phone service, alarm service and any other communication services they choose to install, with prior permission from the County, at either house. The Contractor shall be responsible for answering all calls from the alarm system. All after-hours alarms shall be reported to the Park Site Supervisor in writing within twenty-four hours.

The Contractor is responsible for general maintenance of the Estate House, Grove House, and Caterers Kitchen. This includes janitorial services such as vacuuming, dusting, mopping, trash pick-up, window cleaning, cleaning restrooms, etc. on a daily basis. The Contractor is responsible for cleaning the Caterers Kitchen exterior restrooms daily and at the end of all large events.

Floor maintenance and spot carpet cleaning shall be the responsibility of the Contractor when deemed necessary by either the Contractor or Orange County. A complete carpet and upholstery cleaning shall be performed at a minimum of three (3) times per year (April, August, January). The Contractor shall provide scheduled cleaning dates to the Site Supervisor, in writing, a minimum of one month prior to each cleaning.

Orange County staff shall be notified within 24 hours by email or phone regarding damage to outlet covers, light switches, window treatments and other cosmetic issues. Internal cosmetic repairs such as spot painting shall be the responsibility of the Contractor. Damaged areas shall be repaired within 48 hours from the time the damage was noted.

The Contractor shall be responsible for exterior maintenance of the Estate House and Grove House to include pressure cleaning, sweeping stairways, removing spider webs, cleaning windows, etc. Building exteriors shall remain clean at all times.

The Contractor shall hire a full time (minimum 40 hours per week) janitorial staff if the cleanliness of the Estate House, Grove House or Caterers Kitchen decline to unacceptable standards, as determined by Orange County.

The Contractor shall perform or pay for basic maintenance services to include plumbing (minor repair, plugged drains, routine maintenance of grease trap, etc.) and electrical (interior and exterior LED bulb replacement, kitchen appliances repair, etc.). Any necessary maintenance not caused by abuse or lack of maintenance with a repair quote exceeding \$500.00 shall be submitted to Orange County, in writing. Once received, Orange County shall be responsible for obtaining any additional quotes and completing the repair. The County will not reimburse the Contractor for any repair costs they may have been paid prior to the submission of quotes related to this maintenance.

The Contractor shall establish and pay for a monthly interior pest control contract. This contract shall cover the Estate House, Grove House, Caterer's Kitchen and storage room adjacent to the kitchen. Any variance of this requirement shall be approved by Orange County, in writing, prior to its commencement. A copy of the Interior Pest Control contract shall be submitted to the Site Supervisor within thirty (30) days of the contract award. A copy of the monthly service ticket shall be submitted to the Site Supervisor within five (5) business days following each service.

The Contractor shall place all garbage and recyclable items in the correct container, daily and after events, so as not to accumulate in or around the Estate House or Grove House. A list of recyclable materials will be provided to the Management Company. Refuse and recycling dumpsters are located at the back of the park behind the Park Maintenance Building. Plastic Bags, including can liners, are not permitted in recycling dumpsters. No more than 10% recycling contamination will be permitted in the dumpster.

Orange County Parks and Recreation staff will be responsible for exterior grounds maintenance around the Estate House and Grove House (Mowing, fertilization, mulch, etc.). Mowing and landscape maintenance will take place around the Estate House and Grove House on Wednesday mornings between the hours of 7:30 am and 12:00 pm, weather permitting. It is the Management Company's responsibility to inform all potential clients of this maintenance.

All maintenance services shall be performed in accordance with generally excepted industry standards.

4. Revenue Collection and Fees

Revenue generated by the Estate House and Grove House will be paid by the renter to the Contractor.

The Contractor may provide audiovisual equipment, chairs, tables, flowers, food, music, etc. to generate revenue and increase services to facility users.

The Contractor may provide valet parking for a fee with the option for free self-parking.

Orange County reserves the right to utilize the Estate House six (6) days per contract year and the Grove House six (6) days per contract year for events requested by the Orange County Mayor's Office, at no charge, during non-peak days (Monday through Thursday).

The Contractor shall allow a maximum of six community meetings in the Grove House free of charge, per month, for Community Groups such as Home Owners Associations and Community Advisory Boards. Each group shall be allowed to hold one meeting up to four hours per month, if available, during non-peak days (Monday through Thursday).

Orange County Supervisor of Elections utilizes the Grove House for both Local and General Elections. All Election dates shall be given free of charge. It will be the Contractor's responsibility to obtain the dates from the Orange County Supervisor of Elections office at 407-836-2070.

The Contractor shall be responsible for any payments due to sub-contractors who provide services related to events booked at the Estate House or Grove House by the Contractor. Failure to provide timely payment to subcontractors may result in termination of contract.

The Contractor shall make fixed monthly payments, in arrears for the amount specified on the Fee Schedule form, by the 10th of the month. Payments are to be made payable to Orange County Board of County Commissioners and delivered to the Cypress Grove Site Supervisor.

The Parks and Recreation Division will occupy the Grove House Office area for business purposes. If, for any reason, Orange County Parks and Recreation vacates the office, the Contractor may utilize the space. Should Orange County Parks and Recreation wish to utilize the space again at any time after initial vacation of this area, a minimum of thirty (30) days' notice will be given to the Contractor to vacate.

Orange County must pre-approve, in writing, all fees charged for the facilities prior to their implementation.

5. Estate House and Grove House Rules and Regulations

It is the intention of Orange County to enter into a successful, long-term relationship with the Contractor. To that end, regular monthly meetings will be held between the Contractor and staff of Orange County. The purpose of these meetings will be to share information, concerns and proposals that will ensure effective and efficient operations.

The Contractor shall set up and tear down all equipment used for events, including, but not limited to, chairs, tables, portable bars, food service areas, wedding arches, flowers, special lighting, special music equipment, banners, and other related items. All equipment shall be removed from the premises at the end of events. No equipment shall be left up overnight, with the exception of tents, which must be removed by 11 a.m. the day following any event. Any damages to sod, landscape beds or irrigation, as identified by Orange County, resulting from late tent removal shall be the sole responsibility of Contractor.

The Contractor shall ensure that all Orange County rules are followed. A copy of the Parks and Recreation Rules and Regulations are attached (See Attachment "1"). Any variances to the rules must be requested in writing to the Site Supervisor and approved in writing prior to commencement.

- The renter and participants are to honor all building rules and County codes
- The County will not be responsible for personal items stolen or left on the premises
- HVAC, fire control, and electrical closets cannot be used for storage
- Table and chair set-ups are not to block any exit or supply room doors
- No open flames are permitted in the Estate House or the Grove House. (i.e. candles, citronella oil lamps, votive candles, hurricane lamps, etc.)
- Dancing is not permitted on the back porches
- Smoking is not permitted in the park, parking lot or in any building
- Birdseed is not permitted for use at the Estate House or Grove House. Confetti, rice or other materials used during events must be cleaned from the house or grounds at the conclusion of each event
- Any butterflies released must be native to Central Florida
- The use of nails and/or staples on trees, walls, furniture, trellises or the gazebo is prohibited

Event participants cannot exceed the Estate House occupancy limit of 100 people. Under no circumstances will combined participation for utilizing both indoors and outdoors exceed 300 people.

Event participants cannot exceed the Grove House occupancy limit of 69 people. Under no circumstances will combined participation for utilizing both indoors and outdoors exceed 100 people.

Large scale events such as spring break celebrations, music festivals and commercially advertised events are prohibited.

Tents may be permitted on the Estate House grounds with prior approval from Orange County and the proper permitting.

No tent larger than 30 ft. by 110 ft. shall be allowed. If multiple tents are used, the square footage of all tents combined may not exceed 3300 sq. ft. Occupancy limits still apply. Any damages to sod, landscape beds or irrigation resulting from tent placement or use, as identified by Orange County, shall be the sole responsibility of contractor.

Events are not permitted to utilize any type of fireworks/pyrotechnics. This includes displays launched from County property or other locations with the intent of being viewed by guests at Cypress Grove Park.

The Contractor must use parking facilities to the north of the Estate House for all Estate House events. The pavilion parking area may be used with the prior approval of the Site Supervisor. Parking facilities to the south of the Estate House may be used for Grove House events. The facilities south of the Estate House may be used for Estate House events with advanced coordination of park staff.

The handicap/ADA parking space at the Grove House must stay available for ADA permitted parking.

The Contractor shall provide traffic control and/or valet parking for all events. Events larger than 150 guests shall use a valet service or the Contractor shall have a parking attendant to direct cars to available parking areas/spaces.

The Estate House and Grove House turn around located at the front of each house is a fire lane. Turn arounds are for drop-off and pick-up only. Parking in either of the turn arounds is prohibited.

Music decibels must be kept to a minimum in accordance with Orange County's noise ordinance. All outside speakers at the Estate House and Grove House shall be set up to face the Estate House and Grove House. They should be turned away from the lake.

Music shall not be played louder than 55 decibels. The Contractor shall monitor noise levels with a sound decibel-reading device.

Orange County reserves the right to limit the number of participants for Estate House and Grove House rentals dependent on events in the Park, parking space limitations, park capacity, and timing of events.

6. Hours of Operation

The Contractor shall supply a weekly schedule of events for each house to the Site Supervisor. The schedule shall be submitted on Wednesdays for the following week (beginning on Sunday).

The Estate House and Grove House shall be open and staffed for all rentals and events. If there are no rentals on weekdays and weekends, the Estate House and Grove House may be closed. When not staffed, signage listing contact information and appointment scheduling must be posted at the Estate House entry door.

The Contractor shall provide a minimum of one properly trained, permanent staff person on site, at all times, during all events and functions.

Outside events may not begin prior to 8:00 a.m. Outside events shall conclude by 10:00 p.m. Indoor events and parties shall conclude by 11:00 p.m. No all-night events may be booked, and all breakdown and rental services shall conclude by 12:00 midnight except for outdoor tents which shall be picked up no later than 11:00am the following day of the event.

The Contractor shall provide security for the Estate House, Grove House and the immediate grounds during all events, at their own cost. The Contractor shall open and close the park if events fall outside of the normal operating hours of the park. The Contractor shall ensure that all persons and vehicles are out of the [entire] park prior to closing the park.

Loitering in the park after rental hours is prohibited.

7. Alcohol Policy

The Contractor shall meet all regulatory and training requirements for the serving of alcoholic beverages and shall maintain appropriate host liability insurance for the duration of the contract. The Contractor shall comply with all applicable laws for the serving of alcoholic beverages.

Alcohol shall be confined to the rental area only. Rental areas include the Estate House and the immediate backyard, the Grove House and the fenced backyard, only. The Contractor shall be responsible for keeping alcohol in these areas. Alcohol is not permitted on the front porches of either House or in parking areas.

8. Catering Kitchen

The Contractor shall maintain the kitchen and related food areas in accordance with all local and state health ordinances.

Orange County reserves the right to request an inspection of the site by health authorities at any time. Orange County reserves the right to terminate the contract if the Contractor is cited for excessive health-related violations regarding food service operations.

The Contractor will keep all revenues collected for food and beverage service. The Contractor may subcontract food service for Estate House and Grove House events if deemed necessary.

The Contractor shall be responsible for implementing and enforcing a safety program that complies at a minimum with all applicable County, State and Federal safety rules, regulations and standards applicable to its operations and services pursuant to the RFP. The Contractor shall ensure that personal training requirements are met and updated as required for food handling, fire safety, hazard communication, hazardous and non-hazardous material and waste handling, storage and transportation. No materials or substances shall be brought onto County property that are knowingly a danger to employees and other affected parties, the environment or property without the required training and education of the Contractor's personnel and any other affected parties.

9. Single-Use Products

The Board of County Commissioners has established a single-use products and plastic bags policy intended to reduce the use of products which have become globally recognized as having lasting negative impacts on the environment.

Neither single-use products nor plastic bags may be sold or disbursed on County property by staff or contracted vendors, except as set forth in Orange County Administrative Regulation 9.01.03. Failure to comply with the Regulation may result in termination of the contract or other contractual remedies, and may affect future contracting with the County. The use of reusable, recyclable, biodegradable, or compostable materials is encouraged.

EXHIBIT B

SCHEDULE OF REVENUES FORM RFP#Y22-153-AV

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Schedule of Revenues Form.

For the right to operate the Cypress Grove Park Estate House and Grove House in accordance with the scope of work contained herein, the below named firm hereby offers the County the firm fixed monthly fees specified below.

ITEM NO.	UNIT PRICE		X			ANNUAL TOTAL	
YEAR 1	\$ 10,000 ⁻ /MO		X	12	=	\$ 120,000 ⁻	PER YEAR
YEAR 2	\$ 12,000 ⁻ /MO		X	12	=	\$ 144,000 ⁻	PER YEAR
YEAR 3	\$ 12,000 ⁻ /MO		X	12	=	\$ 144,000 ⁻	PER YEAR
TOTAL FOR A 3 - YEAR TERM						\$ 408,000 ⁻	

ITEM NO.	UNIT PRICE		X			ANNUAL TOTAL	
YEAR 4	\$ 12,000 ⁻ /MO		X	12	=	\$ 144,000	PER YEAR
YEAR 5	\$ 10,000 ⁻ /MO		X	12	=	\$ 120,000	PER YEAR
TOTAL FOR YEARS (4 THROUGH 5)						\$ 264,000	YEARS 4 & 5

TOTAL FOR ALL YEARS (1 THROUGH 5)	\$ 672,000 ⁻	ALL YEARS
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Company Name:

Big City Catering

ATTACHMENT 1

PARKS AND RECREATION DEPARTMENT RULES AND REGULATIONS

The Orange County Parks and Recreation Division Regulations, Rules and Permits, a copy of which is attached hereto are hereby approved, adopted and promulgated and made a part hereof.

Section 1. DEFINITIONS. When used herein, the following definitions shall apply:

(A) PARKS and other AREAS OPERATED AND MAINTAINED BY THE ORANGE COUNTY PARKS AND RECREATION DIVISION are defined to mean parks, playgrounds, trails, recreation fields, museums, buildings, boat ramps, lakes, streams, canals, channels, lagoons, waterways, water areas, submerged lands, shorelines and beaches therein, and all public service facilities located on or in grounds, waters, buildings, and structures in Orange County which are under the control of or assigned for upkeep, maintenance or operation by the Parks and Recreation Department.

(B) PARK PROPERTY when used hereinafter is defined to cover all areas, buildings, locations and facilities described in the foregoing paragraph.

(C) PERSON shall be understood, as employed herein, to mean any individual regardless of age or sex, or any corporation, company, association, firm, copartnership, club or society, or any association of persons, or any agent or employee thereof.

(D) VEHICLE is defined to mean any wheeled conveyance (except a baby carriage or wheel chair) for the transportation of persons or materials whether (1) powered or drawn by a motor, such as an automobile, truck, motorcycle, or scooter or moped or (2) animal-drawn, such as a carriage, wagon or cart, or (3) self-propelled, such as a bicycle or tricycle, roller blades, skateboards or (4) any trailer in tow or any size, kind or description. Exception is made as to any recreational or park transportation service on rails or otherwise, where especially authorized by the director of parks and recreation.

(E) PARKING AREA is defined to mean any designated part of any park road, drive or special area contiguous thereto that may be set apart for the standing or stationing of any vehicles.

(F) PARK ROADS are defined as all surfaced areas ten feet wide or wider designated for vehicular traffic, and passing through any legally defined park or recreational area or any part thereof. All other traffic ways, either paved or unpaved or narrower than ten feet are classified as work trails, bridle paths, or simply trails or paths.

(G) DIVISION when used hereinafter is defined as "The Orange County Parks and Recreation Division".

(H) MANAGER refers to the director of the Orange County Parks and Recreation Division.

Section 2. TRAFFIC LAWS. Applicable state vehicle laws shall apply in and about all park property and in addition thereto the following rules shall be applicable on roads and driveways within parks.

(A) No person driving, operating, controlling or propelling any vehicle, motorized, horse-drawn or self-propelled, shall use any other than the regularly designated paved or improved park roads or driveways, except when directed to do so by a law enforcement officer or department employee.

(B) No driver or operator of any vehicle shall obstruct traffic or park or stop on any road or driveway except at places so designated or in case of any emergency beyond his control. If so caused to stop or park for more than fifteen (15) minutes, the operator shall report such fact to a law enforcement officer or department employee. At places so designated, a vehicle may be stopped for a period of no more than fifteen (15) minutes in order for the occupant to view the scenic features.

(C) The operator of any vehicle must obey all signs in regard to speed limits, danger, direction of traffic, and other traffic rules specifically applicable in park areas.

(D) All law enforcement officers and park employees are hereby authorized and instructed to direct traffic whenever and wherever needed in the parks and recreation areas and on the highways, streets or roads immediately adjacent thereto in accordance with the provisions of these regulations and such supplementary regulations as may be issued. All persons shall comply with any lawful order, signal, or direction of such officer or employee. All persons shall observe carefully all traffic signs indicating speed, direction, caution, stopping, or parking, and all others posted for proper control and to safeguard life and property.

(E) No person shall drive a vehicle at a speed greater than is reasonable or prudent, having due regard for the surface, width, and condition of paving and traffic thereon. All vehicles shall give right of way to children or bicyclists. Maximum speed shall be 15 miles per hour excepting at the more congested centers and near park buildings, beaches, and picnic and play areas, and in said last mentioned areas, maximum speed shall be 10 miles per hour. All persons shall not exceed the speed limits as posted within the individual parks.

(F) Where a highway traverses a county park or recreation area and is available for public use at all times, said road shall be open to all thru traffic permitted on any county road or highway, but such thru traffic shall conform to park speed and traffic regulations, and vehicles otherwise not permitted to operate in park areas shall not stop therein except in case of emergency whereupon prompt report must be made by the driver to a park officer or attendant.

(G) No vehicle shall enter any county park, except through the designated Park Entrance Gate. No vehicle shall enter any county park until the required fee, if any, has been paid, except those entering on park business.

Section 3. TRUCKS & OTHER VEHICLES. No private or public trucks, carts, wagons, or other vehicles carrying building materials, merchandise, or other articles or freight or merchandise for sale, shall enter any park or recreation area or make use of park roads except traversing the park on roads especially designated for such passage to service adjacent lands not available via other than park roads, except on special authorization of the parks department or in connection with park work and activities. Exception is made for empty trucks not for hire and used solely at the time for transporting persons to a park for recreational purposes.

Section 4. SOLICITING RIDES OR FARES. No pedestrian shall solicit rides from any driver nor shall any driver of any vehicle for hire or otherwise solicit riders for money or fares, in any park unless authorized by the Manager of parks.

Section 5. BICYCLES, TRICYCLES, MOTORCYCLES, SCOOTERS, MOPEDS, ROLLER BLADES, & SKATEBOARDS.

No person shall ride, drive or propel any motorcycle, scooter, or similar vehicle on any roads but the regular vehicular roads. Bicycles, tricycles, motorcycles, scooters, mopeds, skateboards, roller blades are prohibited on boardwalks, nature trails, special service areas such as, basketball courts, ball fields, steps, handrails and sidewalks unless otherwise posted. All motorized vehicles must have a legal license plate, be street legal and driven by a person with valid drivers license.

Section 6. PARKING.

(A) No person shall park a vehicle any place on park property other than in regular designated facilities provided for that particular type of vehicle, unless directed otherwise by law enforcement officers or department employees who are authorized to designate other areas for parking when conditions so warrant.

(B) No person shall park or station any vehicle in any zone designated and marked "No Parking", or otherwise marked for restricted use except briefly for the expeditious loading or unloading of passengers or freight, and in no case in excess of five (5) minutes for passengers and ten (10) minutes for freight. Persons unloading horses are limited to 30 minutes and all vehicles are subject to tow after time expires.

(C) No person shall double-park any vehicle at any time on any road or parkway or parking concourse, unless so directed by a law enforcement officer or park employee.

(D) No vehicle shall loiter in designated Park parking areas or on Park entrances after the Park has closed.

(E) No person shall place any object in any parking space with intent to save, hold, or block said space; or park any vehicle in such a way as to take up more than one space.

Section 7. PRESERVATION OF PROPERTY. Regulation of conduct with respect to protection of park property to prevent damage, removal or destruction is necessary to preserve park and recreation areas for the use of future generations.

(A) As all property in all parks is county property, no person shall willfully mark, deface, or injure in any way, or displace, remove, or tamper with, any park building or building materials, water lines or other public utilities or parts or appurtenances thereof, park signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers, or other structures, or equipment, facilities or park property or appurtenances whatsoever, either real or personal.

(B) No person shall dig, move, or remove from any park any beach sand whether submerged or not, or any soil, rock stones, trees, shrubs, plants, seeds, flowers, fruits or nuts, down timber or other wood or materials, or make any search, excavation by tool, equipment, metal detector, blasting, or other means or agency, or construct or erect any buildings or structures of whatever kind whether permanent or temporary in character, or run or string any public service utility into, upon or across such lands, except on special written permit and by authority of the Site Supervisor.

(C) Trees, shrubbery and lawns are property assets of the park and no person shall cut, carve, or injure the bark, or break off limbs or branches or mutilate in any way, or pick the flowers, fruits, seeds, or nuts of any tree or plant, nor shall he pile debris or material of any kind on or about any tree or plant, or attach any rope, wire or other contrivance to any tree or plant, whether temporary or permanent in character or use.

(D) No person shall transplant, remove, any tree or plant or part thereof, or collect or remove flowers, except that scientists or students of botany may procure from the Manager special permission to collect plant specimens.

(E) No person shall tie or hitch a horse or other animal to any tree, plant, or any other structure not specified for that purpose, or leave them unattended at any time.

(F) No person shall stand, lay or sit on any structure not intended for such use in any park or parkway.

(G) No unauthorized person shall enter or occupy or use in any manner any lifeguard stand or station, or any lifeguard boat, surfboard or other lifesaving equipment at any time.

(H) No person shall build a fire except in designated areas or authorized containers.

(I) No person shall forage for burning materials unless authorized by the Site Supervisor.

(J) No plant shall be brought onto Park property (exotics or otherwise) without written approval from the Park Site Supervisor.

Section 8. PROTECTION AND PRESERVATION OF WILDLIFE. No unauthorized person shall feed, touch, molest, harm, frighten, kill, net, trap, snare, [REDACTED] chase, [REDACTED] any wildlife creature be it mammal, aquatic or marine life, bird or reptile roaming free about the park or in captivity in a cage, nor shall any unauthorized person remove or possess the young of any wild animal or the nest or eggs of any reptile or bird or to collect, remove, possess, give away, sell or offer to sell, buy or offer to buy, or accept as a gift any specimen dead or alive.

(A) No person shall disobey posted notice prohibiting feeding mammal, reptile or bird, either wild or domestic, on park property.

Section 9. RECREATION ACTIVITIES. While using the parks, it is the responsibility of each visitor to conduct his activities in such a manner so as to prevent injury or loss of life to any person. Therefore, it is necessary to prescribe rules for activities performed in the park areas.

Section 10. BATHING AND SWIMMING.

(A) No person, regardless of age, sex, or manner of dress shall swim, dive, wade or bathe (with or without soap) in waters or waterways in any park other than at such places as are posted for such activities, either beach, lake, river, pond, or pool.

(B) No person shall erect or cause to be erected any tent, shelter or structure on or in any beach, bathing or wading area in such a manner that a guy wire, rope, extension, brace or support connected or fastened from any such structure to any other structure, stake, rock, or other object is necessary, nor shall any structure, tent or shelter lack an unobstructed view of the interior from at least two sides.

(C) No person shall carry, transport or cause to be transported any glassware, bottles, self-opening cans or any other potentially dangerous or sharp objects into any beach, bathing, wading, or swimming pool areas.

(D) No person shall frequent any park waters or bathing beach for the purpose of swimming or bathing except between such hours of the day as shall be designated by the department for such purposes for each individual area. However, swimming and bathing in all areas after dark is forbidden.

(E) Bathing beaches may be closed to the public and bathing there in may be prohibited at any time when in the opinion of the Parks and Recreation Division such bathing is dangerous or otherwise inadvisable.

(F) All persons shall be so covered with a bathing suit as to prevent any indecent exposure of the person. All bathing costumes shall conform to commonly accepted standards at all times.

(G) No persons or pets shall wash or be washed with or without soap or other cleansers in bathing areas.

(H) Scuba diving is prohibited in all park waters.

(I) No person, minor or adult, shall enter or be in the water at any bathing area wearing, carrying, pushing or towing an inflated *inner tube, *rubber boat, *rafts, life ring, cork or kapok belt, water wings or any other device designed to artificially hold a person afloat other than a U.S. Coast Guard approved personal floatation device as the department holds such practice is hazardous because of the implication of security which may prove disastrous regardless of whether or not the device has been approved by any government or private agency.

* These types of floatation devices may only be used at Kelly Park.

Section 11. BOATING.

(A) No person shall bring into or operate any boat, yacht, cruiser, canoe, raft or other water craft (except toys too small for human occupancy) in any park property water courses, lagoons, lakes, canals, rivers, ponds or other than those so designated for such use or purpose by the division.

(B) All persons navigating or operating a motor equipped boat in "park waters" shall comply with all established speed and navigation regulations.

(C) No motor equipped boat shall be operated in park waters within 100 feet of designated "bathing areas" or areas frequented by bathers and swimmers, nor shall any person or persons engaged in any phase of water skiing act or perform in any such manner as to annoy, inconvenience or endanger any bather, swimmer, fisherman, or occupant of any boat whether under way, anchored, docked, or beached. No boat being used for the purpose of towing any skier or skiers in park waters shall be operated with less than two persons aboard at all times.

(D) No person shall display any sign, placard notice, or commercial announcement of any kind upon a boat or vessel while occupying dockage or mooring space, except that "For Sale" signs may be posted with written permission of the site supervisor.

(E) No person other than a concessionaire licensed by the Orange County Commissioners to operate within a county park shall be permitted to rent, hire, or operate for charge, any kind of boat or water craft, whether powered or not, on any park waters. Nor shall any boat, operating for hire, or carrying passengers for money, or contemplating same, land or receive such passengers at any dock or wharf or landing place or anchorage in the park jurisdiction, except by special permit. Persons operating such boats desiring to maintain a scheduled boat line for such purpose, either annual or seasonal, may make formal written application to the Manager or

designee. All persons operating such boat lines or liveries shall be subject to all the rules and regulations governing the operating of boats in park waters, as continued herein.

Section 12. FISHING.

(A) Commercial fishing, or the buying or selling of fish caught in any park waters is strictly forbidden.

(B) No person shall fish in any park waters and whether by the use of hook and line, seine, net, trap, spear, gig or other devise, except in such waters thereof as are or may be designated by the Parks and Recreation Department for that use and under such regulations and restrictions as have been or may be prescribed by said department.

(C) No person shall at any time fish from beaches in any area where bathing is permitted.

[REDACTED]

[REDACTED]

[REDACTED]

Section 14. PICNIC AREAS AND USE.

(A) No person will picnic, lunch or cook in any area not specifically designated by and regulated by the supervisors for such usage. No portable grills, propane, charcoal, or otherwise are permitted outside of designated areas, unless authorized by Facility Use Agreement and/or Site Supervisor.

(B) No person shall build, light or cause to be lighted any fire upon the ground or beach or other object in any area except in designated areas, an approved grill, stove, fireplace or other suitable container, nor shall any person starting a fire leave the area without extinguishing the fire. To maintain cleanliness and order as well as to reduce fire hazards, each picnic party shall see that its fire is completely extinguished before leaving and that all trash such as boxes, papers, cans, bottles, garbage and other refuse is placed in the disposal receptacles where provided. If there are no such receptacles available, then refuse shall be carried away from the park area and properly disposed of elsewhere. All charcoal coals shall be extinguished and properly disposed.

(C) No person shall use a grill or other device in such a manner as to burn, char, mar or blemish any bench, table or other object or park property.

(D) Park supervisors and their assistants will regulate activities in picnic areas when necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all. If the facilities are crowded, persons holding picnics in any picnic area, building or structure will avoid using it to the exclusion of others for an unreasonable time, the determination being at the discretion of the park supervisor. Use of the individual fireplaces, together with tables and benches, follows generally the rule of "first come, first served".

Section 15. GAMES. No person or persons shall engage in rough or potentially dangerous games or practice for same, such as football, baseball, softball, horseshoes, tennis, volleyball, badminton or any other games, practice or exercise involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, shuttlecocks, Frisbees, model aircraft, roller skates or skateboards except in the areas specifically designated and set aside for such recreational use.

Section 16. HORSEBACK RIDING.

(A) No person shall engage in horseback riding in any park or recreation area other than those where provision for such is made by clearly marked bridle paths, trails, rings, and other necessary features and then only upon thoroughly broken and properly restrained animals that are ridden with care, prevented from grazing, straying unattended, untethered to any rock, tree or shrub and not ridden or led on any park land other than that so designated.

(B) No horse is permitted on park property without proof of a negative coggins report. This report is to be kept on the person at all times while using Park property.

Section 17. DOMESTIC AND EXOTIC ANIMALS.

(A) Dogs and other pets will be excluded from all parks except in those parks as designated by the park Manager. The following do not allow pets: Downey Park, Fort Christmas Park, Fort Gatlin Park, Kelly Park, Magnolia Park, Marks Street Senior Recreation Center, Moss Park, South Orange Sports Complex, Tibet Butler Nature Preserve, Trimble Park, Warren Park, and Wheatley Park.

(B) Dogs and other pets will be excluded from any place where food and drinks are sold.

(C) All dogs shall at all times be restrained and on adequate hand held leashes not greater than six (6) feet in length.

(D) In compliance with the regulations of the State Board of Health, all pets are excluded from all swimming areas and beaches.

(E) Seeing eye and guide dogs shall be excluded from these regulations concerning domestic animals, and shall be permitted in all park areas and facilities.

(F) Any dog, cat or other pet found in any county owned or operated park, beach or recreation area in violation of this Ordinance may be impounded.

(G) No animals or pets are permitted in or around covered pavilion areas, playgrounds, concession areas, and bleachers where contamination of food or play surfaces is a potential.

(H) Owner shall remove their animal feces from the Park and/or encase and deposit in appropriate waste containers. Horse manure is not permitted to be put in garbage cans.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Section 19. POLLUTION OF WATERS. Using the fountains, ponds, lakes, streams, bays, or any other bodies of water within the parks, or the tributaries, storm sewers or drains flowing into them as dumping places for any substance or matter or thing which will or may result in the pollution of said waters is prohibited.

Section 20. REFUSE AND TRASH. No person will deposit or drop or place any refuse including bottles, broken glass, ashes, paper, boxes, cans, dirt, waste, garbage, tobacco products or containers or foil upon the ground or in or on any other park property, parkway, or other area operated or maintained by the division except in the receptacles provided for trash disposal.

Section 21. AIRCRAFT.

(A) No person operating, directing, or responsible for any airplane, helicopter, glider, balloon, dirigible, parachute or other aerial apparatus will take off or land in or on any park land or waterway, except [REDACTED] in a properly designated area without the written approval by the Park Site Supervisor.

(B) No person operating any aircraft shall engage in acrobatic flight over park property.

Section 22. PARK HOURS.

(A) Except for unusual and unforeseeable emergencies, the park areas of the county are to be open to the public every day of the year (except Christmas Eve and Christmas Day) during the hours of daylight. The opening hours for each individual park shall be established by the Manager and shall be posted therein for public information. Any persons on park property after operating hours will be considered trespassers and have assumed all risk and liability for their after hours entry.

(B) Any section or part of any park area may be declared closed to the public at any time and for any interval of time, either temporarily or at regular and stated intervals (daily or otherwise) and either entirely or merely to certain uses

(C) Permit for special night (or other off-hours) use of any park or recreation area may be granted by the Division Manager through the supervisor of the individual park, to any group or persons deemed responsible by the Division Manager.

(D) No person shall enter upon any part of any park property, which is in an unfinished state or under construction or withheld from general public usage, in the interest of public safety, health, or welfare.

Section 23. USE OF VEHICLES. No person, except in emergencies, shall change any parts, repair, wash, grease or perform other maintenance on a vehicle on any park roadway, parkway, driveway, parking lot or other park property. Waxing and polishing is permitted in parks provided it is in an area open to vehicles and does not interfere with other park activities or traffic flow.

Section 24. GAMBLING. No person shall conduct acts of gambling, which violates states statutes.

Section 25. NOISE.

(A) No person entering or being upon park areas shall make excessive, unnecessary noise within the limits of any park or recreation area. The park supervisor has the authority to determine the extent of any excessive noise within the park.

(B) No motorboats shall be operated on park waters unless equipped to divert exhaust under water or to otherwise muffle the sounds thereof.

Section 26. MERCHANDISING, VENDING, ALMS, PEDDLING, CONTRIBUTIONS, FORTUNETELLING AND PETITIONS.

(A) No person, persons, organization or firm other than the department or regularly licensed concessionaires acting by and under the authority of Orange County will expose or offer for sale,

rent, or trade, any article or thing, or station of place any stand, cart or vehicle for the transportation, sale or display of any article or merchandise within the limits of any park or recreation area or on the waters except by written permit. No person shall solicit alms or contributions for any purpose, whether public or private, nor shall any person circulate petitions of any character in any parks or recreation area.

(B) No person shall tell fortunes or foretell futures for money, by any means or method whatever, within any park area or portion thereof or any building pertaining thereto, or on any highway, road or street within the park area.

Section 27. DEFACING COUNTY PROPERTY. No person shall post or fix any banner, sign, handbill, pamphlet, circular, placard or any other printed material upon County property, except for bulletin boards that are set aside for such purpose.

Section 28. PUBLIC DEMONSTRATIONS, GATHERINGS, PERFORMANCES AND SPEECHES. No public address or electrical amplification will be permitted. No person will perform acrobatic acts, dances or gyrations or make any display that will obstruct traffic.

Section 29. DRUNKENNESS AND USE OF NARCOTICS. No drunk or intoxicated person or individual under the influence of alcohol, drugs, or narcotics will be permitted entry to park areas and if discovered therein will be subject to arrest and/or immediate expulsion.

Section 30. INTOXICATING LIQUORS, BEER, WINE, AND NARCOTICS.

(A) The sale or consumption of alcoholic liquors, *beer, *wine and illegal drugs or narcotics of any form shall not be permitted in any county park.

* The sale of Keg Beer and wine is permitted for special events and only with approval of the Department Manager or designee. The appropriate sites are Clarcona Horseman's Park (concession Building only), Magnolia Park (Lakeside Pavilion Only), Moss Park (Pavilion #5 & #6), Barnett Park (Pavilion #1, #2, #3, & #4), Downey Park (Pavilion #1 - South), Orlo Vista Community Center, Marks Street Senior Recreation Center, Ft. Gatlin Recreation Complex, and Cypress Grove Park Estate House.

(B) No person shall conduct himself by improper immoral actions or dress, or use profane language. Such conduct shall subject the violator or violators to refusal of the park's privileges.

Section 31. PROPER USE OF FACILITIES.

(A) No person over the age of six (6) shall occupy or enter any restroom, dressing room, bathhouse or pavilions or other park structures thereof which are reserved or designated by the department for the exclusive use of the opposite sex.

(B) No person will loiter in or around any restroom, dressing room or bathhouse.

(C) No person shall engage in recreation or other activities other than those prescribed in certain areas set aside for such purposes, to wit, in areas set aside for boating, swimming is prohibited, and in areas set aside for swimming, boating is prohibited.

(D) No person shall dress or undress except in such bathhouses or structures as may be provided and maintained by the department for that purpose and dressing or undressing in any vehicle, toilet, restroom, on the beach or in any park area except as provided above is prohibited.

(E) No person shall stand, sit or recline on any fence, rail or on any picnic table or any structure not intended for such use.

Section 32. DOCKS AND LAUNCHING RAMPS, BOATS FOR PRIVATE USE.

(A) The docks and ramps must be kept clear of all equipment or gear.

(B) No refuse, trash, oil or oily bilge water shall be thrown or pumped overboard within the waters of the park.

(C) Sanitary facilities on boat which discharge overboard must not be used while boats are within the waters of any park.

(D) Over-night living on boats docked or moored within park waters must be approved by the Site Supervisor.

(E) Boats operating in park waters must obey the rules and regulations as prescribed herein and in the "Rules of the Road".

(F) Any defacement or damage of piers or of dock property must be repaired or corrected at the expense of the person or persons responsible for such defacement or damage.

(G) Use of docking and mooring space for an unreasonable amount of time to the exclusion of others will not be permitted.

(H) Boats, canoes, kayak and other watercraft may only be launched at designated launching areas. Location near a recreational trail requires that craft be carried by hand across the trail to the water.

Section 33. CAMPING.

(A) No person shall set up tents, shacks or any other temporary shelters, or any special vehicle to be used, or that could be used for such purpose; such as a house-trailer, camp-trailer, camp-wagon, or the like, for the purpose of overnight camping except within such areas, if any, as may have been provided for such use.

(B) All persons using the approved and properly designed camping areas must abide by such regulations as are drawn up by the department for the proper use thereof.

Section 34. PHOTOGRAPHY. Written permission must be obtained from the department for the making of still or moving pictures that involve the use of special settings, structures, lighting or apparatus, or the performance of a cast of persons, either amateur or professional or the posing of professional models, said permission being issued only when such activities will permit the normal use of park facilities by other visitors. However, the provisions of this section do not in any way restrict the use of cameras by amateur photographers or professionals not using set scenery, casts or models.

(B) Bona fide newspaper, press association, news reel and/or television news department personnel, identified by press cards, or passes, and assigned by their respective editors to make photographs for use of such communications media, will be regarded as persons performing a task involving the freedom of the press as set forth in the Constitution of the United States of America and, accordingly, will be assisted in their endeavors to the utmost degree by all department personnel.

Section 35. MISCELLANEOUS.

(A) Public utilities serving park or recreation areas, or traversing park or recreation areas and serving adjacent lands, shall be subject to such reasonable regulations as may hereinafter be adopted in the public interest, to protect county parks and recreation areas from unsightly and inconveniently located fixtures, installations and facilities.

(B) Lost and Found Articles. Parks and Recreation Department employees or other persons finding lost articles on county property will immediately turn same in to the supervisor of the park where the article was found. Title to the lost article will remain in the owner and the supervisor will retain the article for a period of 30 days. If not claimed at the end of 90 days, the article will be given to the finder.

(C) No water balloons are permitted in any Park unless authorized by the Site Supervisor.

(D) No motorized toys are permitted on trails.

(E) Metal detectors are permitted by permit only. Any items found on Park property must be reported to park staff and may be kept by park staff if items have been reported as lost or are historical artifacts.

Section 36. SPECIAL PERMITS. Other recreational activities may be allowed by special permit if authorized by the Manager.

Section 37. ENFORCEMENT OF REGULATIONS AND PERMITS. All rules and regulations and permits contained in this document may be enforceable by all law enforcement officers, and those designated park department employees.

Section 38. AREAS EMBRACED. All territory that includes park department areas, buildings, locations and facilities, including areas in unincorporated and incorporated areas of the county shall be embraced by the provisions of these Rules and Regulations.

Section 39. SEVERABILITY. It is declared to be the intent of the Board of County Commissioners that if any section, subsection, sentence, clause, phrase or portion of these Rules and Regulations is for any reason held or declared to be unconstitutional, inoperative, or void, such holding or invalidity shall not affect the remaining portions of these Rules and Regulations, and it shall be construed to have been the Board's intent to pass these Rules and Regulations without such unconstitutional, invalid, or inoperative part, and the remainder of these Rules and Regulations after the exclusion of such part or parts shall be deemed and held to be valid as if such part or parts had not been included herein. If these Rules and Regulations or provision thereof shall be held inapplicable to any person, group of persons, property or kind of property, or circumstances or set of circumstances, such holding shall not affect the applicability hereof to any other person, property or circumstance.

Effective July 31, 2007; Rev. 9.29.11; Rev. 10.31.17

PROPOSAL COVER PAGE

Company Name:

big City Catering, Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.

TIN#:

50-2414900

D-U-N-S® #

9500 Satellite Blvd Suite 210 Orlando

(Street No. or P.O. Box Number)

(Street Name)

(City)

Orange

(County)

Florida

(State)

32837

(Zip Code)

Contact Person:

Thomas Pokorny

Phone Number:

407 438 3488

Fax Number:

407-438-3492

Email Address:

tom@bigcitycatering.com

EMERGENCY CONTACT

Emergency Contact Person:

Tamuki Conant

Telephone Number:

407 375 2573

Cell Phone Number:

407 375 2573

Residence Telephone Number:

Email:

tamuel@rwerintb.com

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 work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 2/8/22 Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

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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
Tamuel Conant	Project Manager	407 374 2534 tamuel@twerents.com


(Signature) _____
President
(Title) _____
Big City Catering
(Name of Business) _____

2/18/22

(Date)

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

Type of Organization

Sole Proprietorship Partnership Non-Profit
 Joint Venture* Corporation

(a) _____
(b) **State of Incorporation:** Florida

Principal Place of Business (Florida Statute Chapter 607): Orlando / Orange / Florida
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.

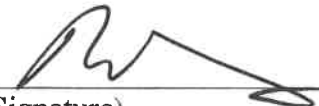
Federal I.D. number is: 56-2414900

** Joint venture firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of the formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and 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 the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*

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Tamuel Conant	Project Manager	407 374 2534 tamuel@twerents.com


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