



## **RFP-16-02**

# **Lake Mary Events Center Catering Services**

### **Pre-Proposal Meeting**

Lake Mary Events Center  
260 N. Country Club Rd.  
Lake Mary, FL 32746

**February 10, 2016 @ 10:00 AM**

### **PROPOSAL DUE ATTENTION: CITY MANAGER**

City Hall  
100 N. Country Club Rd.  
Lake Mary, FL 32746

**February 26, 2016 @ 2:00 PM**

**Sealed proposals must be received by the City Manager's Office on or before the date and time referenced above either by mail or hand delivery. Any proposals received after 2 p.m. on said date will not be accepted under any circumstances.**

**LEGAL ADVERTISEMENT  
CITY OF LAKE MARY**

**RFP #16-02**

**LAKE MARY EVENTS CENTER CATERING SERVICES**

The City of Lake Mary ("City") is seeking qualified firms to perform **LAKE MARY EVENTS CENTER CATERING SERVICES** as per the City's specifications. Solicitation documents will be available at DemandStar by Onvia @ [www.demandstar.com](http://www.demandstar.com) or 800-711-1712. There will be a pre-proposal meeting on **Wednesday, February 10, 2016 at 10:00 AM** at the Lake Mary Events Center. Submittals are due on or before 2:00 p.m., **Friday, February 26, 2016** in the City Manager's office, 100 N. Country Club Rd., Lake Mary, Florida 32746.

End of Advertisement

Advertise one time, **January 27, 2016**

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**STANDARD TERMS & CONDITIONS****Obtain Documents**

Documents are available for download at: [www.demandstar.com](http://www.demandstar.com).

**Pre-Proposal Meeting**

A Pre-Proposal Meeting will be held at the Lake Mary Events Center located at 260 N. Country Club Rd., Lake Mary, Florida, at **10:00 a.m. on, February 10, 2016**. The purpose of this meeting is to review the requirements and specifications for the above. All interested parties must attend this meeting. Site visits will follow directly after meeting.

**Responses Due**

Sealed proposals will be received by the City Manager at City Hall, 100 N. Country Club Rd., Lake Mary, Florida 32746, **until 2 p.m. on, Friday, February 26, 2016**. It is the proposer's responsibility to assure that your proposal is delivered at the proper time to the City Manager's Office. Proposals which for any reason are not so delivered will not be considered. All proposals received after the date and time specified will not be accepted.

**Bid Opening**

All responses will be publicly opened and acknowledged in the City Hall Commission Chambers located at 100 N. Country Club Rd., Lake Mary, FL 32746. Pursuant to Florida Statute 119.071 (1)(b)1.a., sealed bids, proposals or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**City is Not an Administrative Agency**

To the fullest extent allowed by law, the City of Lake Mary is not an administrative agency subject to the formal solicitation procedures specified in s. 120.57(3), Florida Statutes, as it may be amended.

**Preparation of Proposals**

Proposals shall be made on unaltered forms furnished by the City, unless otherwise requested within the specification. Fill in all blank spaces and submit one (1) original clearly marked on the outside of the envelope – “ORIGINAL”, one (1) **electronic copy on CD** for document management purposes and five (5) copies clearly marked “COPY”. All responses, and copies, are to be submitted on 8 ½ x 11 inch paper, bound individually. If your response contains any information deemed confidential, provide an additional CD with a redacted version of your response labeled REDACTED. CD shall be in Microsoft Word or Adobe – the most recent software version.

Proposals shall be signed in ink with the name of the proposer typed below the signature. Where the proposer is a corporation, limited partnership, limited liability company, or other entity other than an individual, proposals must be signed by an authorized representative of the entity in ink, in longhand (with the typed or printed name of the signer, as signed, below the signature) with the legal name of the entity followed by the name of the entity's state of incorporation or registration and the legal signature of an officer authorized to bind the entity to a contract. A proposer may be requested to present evidence of his, her, or its experience and qualifications and the entity's financial ability to carry out the terms of the contract.

**Submittal**

Submit your response directly to the City Manager's office in City Hall, in an opaque, sealed envelope or box labeled with the following information:

**LAKE MARY EVENTS CENTER CATERING SERVICES****RFP # 16-02****DUE ON FEBRUARY 26, 2016, NO LATER THAN 2:00 PM****CITY OF LAKE MARY, CITY HALL****100 N. COUNTRY CLUB RD, LAKE MARY, FL 32746****NAME OF COMPANY/INDIVIDUAL SUBMITTING RESPONSE**

All proposals must be prepared and submitted in accordance with the instructions provided in this RFP. Each proposal received will be reviewed to determine if it is responsive to the submission requirements outlined in the

RFP. A responsive proposal is one that follows the requirements of the RFP, includes all documentation, supporting exhibits, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your proposal non-responsive.

**Basis of Bids/Proposals**

The words "BID" and "PROPOSAL" shall be interpreted to have the same meaning for purposes of these specifications, terms and conditions. Proposer will include all cost items; failure to comply may be cause for rejection. No segregated proposals or assignments will be considered. It is the intent of the City to promote competition. It shall be the responsibility of the proposer to advise the Purchasing Coordinator of any language, requirements, etc. or any combination thereof, which the proposer feels may inadvertently restrict or limit the requirements stated in the specifications to a single vendor or manufacturer. Such notification must be made in writing at least seven (7) working days prior to opening date and time of the proposal.

**Submission of Supporting Documents**

The successful proposer shall furnish all required documents within ten (10) working days after notification of award. If the successful proposer fails to furnish the required documents within ten (10) working days, the City may withdraw the award and award to the next lowest responsive, responsible proposer.

**Contract Term**

The initial term of this contract shall be effective for a period of three (3) years. The contract may be renewed for two (2) additional twelve (12) month periods provided both parties are in agreement and all terms and conditions are mutually agreed upon.

**Mistakes**

Proposers are expected to examine the specifications, delivery schedule, prices, extensions and all other instructions provided herein. **Failure to do so will be at the Proposer's risk.** The City is not obligated to give successful proposer extra payments for conditions which can be determined by examining the site and documents. In case of mistake in extended price the unit price will govern and the proposer's total offer will be corrected accordingly.

**Contract Award**

The City reserves the right to make award(s) by individual item, aggregate, or none, or a combination thereof; with one or more suppliers; to cancel the formal solicitation; reject any or all proposals; or waive any minor informalities or technicalities in proposals received, as may be deemed in the best interest of the City in the City's sole discretion; and reserves the right to award the contract to the lowest responsive, responsible proposer who submits a proposal meeting specifications in a way deemed most advantageous to the City in the City's sole discretion. The City further reserves the right to consider matters such as, but not limited to, quality offered, delivery terms and service reputation of the vendor in determining the most advantageous proposal. The City reserves the right to make an award to more than one proposer. The City reserves the right to demand additional information or clarification with respect to any proposal or submission from one or more proposers. Such request shall be furnished to all proposers. Failure to respond or to provide adequate information in response shall be grounds for disqualification in the sole discretion of the City. Information received upon such request for additional information or clarification may be relied upon by the City in determining the most advantageous proposal for purposes of making an award.

**Proposal or Contract Terms At Variance With This Document and the RFP or Specifications**

This formal solicitation expressly limits acceptance to the terms of this document. If the proposer submits a proposal that contains additional terms and conditions then, at the option of the City, it may award the contract to such proposer but without the contractual terms that were included in the proposal and which are inconsistent with or different from the language in this RFP, and the specifications and this document so long as the proposal is otherwise responsive to this document and the specifications with the inconsistent language stricken. The proposer hereby agrees that by making a proposal based upon this RFP, that any term or condition inconsistent with this document or the specifications shall be null, void and stricken by the City. Without limitation, the following contract terms and provisions shall be deemed inconsistent and will be stricken:

- a. Any provision that changes the venue for any type of dispute resolution to a location outside of Seminole County, Florida.
- b. Any provision that applies the law of any jurisdiction other than the law of Florida.
- c. Any provision that provides for a dispute resolution method other than resolution in the court of appropriate jurisdiction and venue (although non-binding mediation in Seminole County, Florida using a mutually agreed mediator will not be deemed inconsistent). Dispute resolution through arbitration or through any other tribunal court of appropriate jurisdiction and venue (in Seminole County, Florida).
- d. Any provision that provides for attorneys' fees to the prevailing party in any litigation between or among the parties is inconsistent and shall be stricken.
- e. Any provision that limits the remedies and warranties available to the City of Lake Mary under applicable provisions of Florida law shall be inconsistent and stricken. Although the Uniform Commercial Code and Florida law will allow for limitation of warranties and remedies, such limitations are also inconsistent with the intent of this formal solicitation and will be stricken from the contract if awarded. It is the intent of the parties that the City of Lake Mary shall reserve all of its rights of warranty and remedies available to the fullest extent under Florida law, without limitation.
- f. Any provision that alters the risk of loss and/or FOB point of responsibility with respect to goods in transit that are inconsistent with the provisions of this document or the specification shall be inconsistent and stricken.
- g. Any provision that provides for the City of Lake Mary to hold harmless and indemnify another party shall be inconsistent with this formal solicitation and stricken.
- h. Any provision that, to any extent waives, alters or modifies (or purports to do so) the sovereign immunity rights of the City of Lake Mary shall be deemed to be inconsistent with this formal solicitation and shall be stricken.
- i. Any proposal that purports to establish a lien or security interest in any property sold by the vendor or any other property of the City shall be deemed unlawful and inconsistent with this formal solicitation and stricken.
- j. Any term that is proposed that would alter the rate of interest and terms for payment in a manner inconsistent with this formal solicitation shall be deemed to be stricken although to the extent the Florida Prompt Payment Act applies, that statute shall govern, with the City reserving all rights under such Act.

**Modifications and Withdrawals**

Proposals cannot be modified after submitted to the City. Proposers may withdraw proposals at any time before the public opening. HOWEVER – NO PROPOSAL MAY BE WITHDRAWN OR MODIFIED AFTER THE PUBLIC OPENING and shall constitute an irrevocable offer for a period of ninety (90) days to provide to the City the services set forth in this formal solicitation, or until one or more of the proposals have been awarded. If an RFP or RFQ procurement, including but not limited to a procurement under CCNA (s. 287.055), the City may negotiate a contract or purchase that deviates from the proposal submitted in the interest of the City.

**Disqualifications**

The City of Lake Mary reserves the right to disqualify proposals, before or after opening, upon evidence of collusion with intent to defraud or other illegal practice upon the part of the proposer. Proposer also warrants that no one was paid or promised a fee, commission, gift or any other consideration contingent upon receipt of an award for the services or product(s) and/or supplies specified herein.

**Proposal Costs**

Costs related to the preparation of a response to this formal solicitation are solely those of the proposer, and the City assumes no responsibility for any such costs incurred by the proposer.

**Protests**

Bid/proposal award challenges shall be posted in writing (no e-mail) with the City Manager who is the administrative head of purchasing. A written notice of protest must be filed with the City Manager's office, whose address is P. O. Box 958445, Lake Mary, FL 32795-8445, within seventy-two (72) hours after the award is made by the City Commission. City Commission agendas are posted on the City's website, [www.lakemaryfl.com](http://www.lakemaryfl.com).

The notice of protest must be followed within ten (10) calendar days by filing a formal written protest with the City Manager's office fully detailing all elements which provoked the protest. Any element not stated will be waived.

The procurement process will be stayed during the protest.

The City Manager will gather evidence, discern facts, and present recommendations to the City Commission, who will make the final decision on the matter. All decisions of the City Commission are final. This protest procedure is the sole remedy for challenging an award of a bid. Bidders are prohibited from attempts to influence, persuade, or promote through any other channels or means other than the bid protest.

**Agreement**

The resulting AGREEMENT or CONTRACT, which shall include these General and Special Conditions and all Amendments or Addenda issued by the City, contains all the terms and conditions agreed upon by all parties. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT/CONTRACT shall be deemed to exist or to bind either party hereto. All proposed changes must be submitted to the City in writing, and approved by the City Manager and/or City Commission in writing prior to taking effect.

**Use of Other Contracts**

The City of Lake Mary reserves the right to utilize (including but not limited to "piggy-backing") any applicable State of Florida contract, city or county governmental agencies contract or Central Florida Purchasing Cooperative contract, if in the best interest of the City.

**Indemnification**

The successful proposer hereby agrees to indemnify and hold harmless the City of Lake Mary, and its officials, representatives, agents, officers, and employees from and against all claims for infringement of any United States Patent and all other claims, damages, losses and expenses (including without limitation costs of defending the same and attorney's fees) arising out of or resulting from the performance of the work, furnishing of services, or furnishing of materials, goods, or equipment (including but not limited to claims regarding defects in materials, goods or equipment) which is caused in whole or in part by any breach of contract, act, or omission of the successful proposer, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The successful proposer shall indemnify and hold harmless the City of Lake Mary from and against any and all claims against the City, or any of its officials, representatives, agents, officers, and employees, by any employee of the successful proposer or of any subcontractor. The indemnification obligation under this clause shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under any Worker's Compensation Act, Disability Benefit Act, or other Employee Benefit Act.

**Accidents & Claims**

The successful proposer shall be held responsible for all accidents and shall indemnify, hold harmless, and protect the City from all suits, claims and actions brought against the City or its officials, representatives, agents, officers, and employees, and all costs, damages, or liabilities to which the City or its officials, representatives, agents, officers, and employees may be exposed, for any injury or alleged injury to the person(s) or property(ies) of another resulting from negligence or carelessness in the performance of the work, or in protection of the project site, or from any improper or inferior workmanship, or from inferior materials used in the work, or otherwise related to the project.

**Laws & Regulations**

The successful proposer at all times shall be familiar with and observe and comply with all Federal, State, Local, and Municipal laws, codes, ordinances, rules and regulations which in any manner may apply and those which may be enacted later, or bodies or tribunals having jurisdiction or authority over the work and shall indemnify and save harmless the City of Lake Mary against any claims or liability arising from, or based on, the violation of any such laws, ordinances, rules, codes, regulations, orders, patent infringements or decrees.

The successful proposer is assumed to have made himself/herself/itself familiar with all Federal, State, Local, and Municipal laws, codes, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work, or the materials or equipment used in or upon the work, or in any way affect the work. No plea of misunderstanding will be considered an excuse for the ignorance thereof.

In the event of any litigation or claim between the proposer/vendor on this formal solicitation and the City of Lake Mary, including but not limited to any claim or litigation related to an agreement resulting from this formal solicitation process or any other type of dispute related to this RFP, the venue shall be in Seminole County, Florida, where all laws, regulations, ordinances, codes, and rules of Florida and the City of Lake Mary shall be used in the adjudication.

All responses, questions, conversations are public information including any literature or handouts at any subsequent presentations. All submittals are subject to the Florida Public Records Act, F.S. 119. The tender of a proposal authorizes release of all of your company's information as submitted.

### **Communications**

To ensure fair consideration for all prospective respondents throughout the duration of the formal solicitation process, **respondents are hereby notified that all communications regarding this RFP, whether in writing, electronic, verbal, or by some other means, and whether made indirectly by third parties or directly by the respondent, must be submitted to the City's Purchasing Coordinator. Except as expressly required by this RFP for formal presentations (if any), any indirect or direct communications and lobbying regarding this RFP made to members of the City Commission, members of the selection committee, or any other City official/employee, from the date of advertising until the time an award has been made, are strictly prohibited and may constitute grounds for immediate disqualification of the RFP.**

The sole exception to the foregoing rule is that any questions relative to interpretation of specifications or the bid process may be addressed to the Purchasing Coordinator, in writing, via email ([purchasing@lakemaryfl.com](mailto:purchasing@lakemaryfl.com)) or fax (407-585-1464). Questions must be received no later than February 12, 2016 and will be answered in the form of a written addendum to be posted to [www.demandstar.com](http://www.demandstar.com) after question deadline.

### **Addenda**

When questions arise that may affect the bid/proposal, answers will be distributed in the form of an Addendum, which will be posted to [www.demandstar.com](http://www.demandstar.com). **It is the sole responsibility of the bidder to ascertain if any addenda have been issued.**

**All addenda must be acknowledged on the Addendum Receipt Verification (in Standard Forms; Attachment B) to be considered responsive. Failure to acknowledge all addenda may result in the disqualification of the proposal response.**

### **Waiver, Alterations, Consent and Modification**

No waiver, alterations, consent or modification of any of the provisions of the contract shall be binding unless in writing and signed by the City Manager, and/or City Commission.

### **Fiscal Year Funding Appropriations**

Specific Period: Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the City, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period (October 1 through September 30), at the time of contract. Payment and performance obligations for succeeding fiscal periods, and any renewals, are subject to appropriation of funds by the City Commission prior to entering agreement.

### **No General City Obligation**

In no event shall any obligation of the City under this Agreement be or constitute a general obligation or indebtedness of the City, a pledge of the ad valorem taxing power of the City or a general obligation or indebtedness of the City within the meaning of the Constitution of the State of Florida or any other applicable laws, but shall be payable solely from legally available revenues and funds.

### **Proprietary Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State or Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the **proposers are requested to identify specifically** any information



contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

**Compliance**

All companies doing business with the City of Lake Mary must do so in the English language and make proposals or other money quotations in U.S. currency. There shall be no customs, duties or import fees added to the cost shown in the proposal. In the event of any legal disputes the laws of the State of Florida and, where appropriate, the United States of America shall prevail. Venue for any court proceedings arising out of or related to this RFP or any resulting contract or purchase shall be in a court of competent jurisdiction in Seminole County, Florida.

**Equal Opportunity Employment**

The contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, disability, or national origin. This provision will include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship. Each employee of the contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by an Alien Registration Receipt Card. The contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (or most recent) (18 USC 4082)(c)(2).

**Fair Labor Standards Act**

Contractor is required to pay all employees not less than the Federal minimum wage and to abide by other requirements as established by the Congress of the United States in the Fair Labor Standards Act, as amended from time to time.

**Unauthorized Aliens**

The Owner shall consider the employment by Contractor of unauthorized aliens as a violation of section 274A(e) of the Immigration and Nationalization Act, as amended; and shall be considered a basis for determination by the City of a non-responsive proposal. This requirement shall be contained in any contract executed pursuant to this RFP.

**Indemnification and Hold Harmless**

In addition to and without limitation of the foregoing provisions regarding protection of the City from liabilities if awarded a contract as a result of this Request for Proposals, you, the successful proposer, agree for good and valuable consideration, receipt of which is acknowledged by your submission of a proposal, to protect, defend, indemnify and hold the City of Lake Mary, its officials, officers, employees, representatives, and agents free and harmless from and against any and all claims, losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character including, but not limited to, attorney's fees and other legal costs such as those for paralegal, investigation and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Agreement, arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent act of the contractor, its agents, servants, officers, officials, employees or subcontractors. Without limiting the generality of the foregoing, any and all such claims, etc., relating to personal injury, failure to act, malfeasance, misfeasance, conducts or misconduct, infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. You further agree to investigate, handle, respond to, provide defense for and defend any such claims, etc., at your sole expense and agree to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

**Disclaimer of Liability**

The City will not hold harmless or indemnify any respondent for any liability whatsoever.

**Sovereign Immunity Reserved**

The City reserves and does not waive any and all defenses provided to it by the laws of the State of Florida or other applicable law, and specifically reserves and does not waive the defense of sovereign immunity.

**Severability**

If any term, provision or condition contained in this Agreement shall to any extent, be held invalid against public policy, or otherwise unenforceable by a court of law, the remainder of this Agreement, or the application of such term or provision shall otherwise be fully enforceable.

**Public Records**

The proposer shall maintain books, records, documents, time and cost accounts, and other evidence directly related to its provision or performance of services under this Agreement. All time records and cost data shall be maintained in accordance with generally accepted accounting principles.

The proposer shall maintain and allow access to the records required under this section for a minimum period of five (5) years after the completion of the provision or performance services under this Agreement and date of final payment for said services, or date of termination of this Agreement.

The City reserves the right to unilaterally terminate this Agreement if the proposer refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, and other applicable law, and made or received by the proposer in conjunction, in any way, with this Agreement.

In addition to the above, if Federal, State, County or other entity funds are used for any services under this Agreement, the Comptroller General of the United States or the Chief Financial Officer of the State of Florida or the County of Seminole, or any representative, shall have access to any books, documents, papers, and records of the proposer which are directly pertinent to services provided or performed under this Agreement for purposes of making audit, examination, excerpts, and transcriptions.

The proposer agrees to fully comply with all State laws relating to public records to specifically include the following:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed that provided in Chapter 119, F.S., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the public agency, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

If the contractor does not comply with a public records request, the contracting governmental entity must enforce the contract provisions in accordance with the contract.

The proposer agrees that if any litigation, claim, or audit is started before the expiration of the record retention period established above, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

**Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

**Lien**

No lien or security interest in any City property may be created in relation to this Agreement.

**Authority to Bind City**

No officer or employee has the authority to bind the City to the terms of this formal solicitation. A majority vote of a quorum of the members of the City Commission present at a duly noticed meeting held in accordance with Florida Statute 286.011 (the Florida Sunshine Law) shall be required to bind the City to the terms of this formal solicitation. This provision shall not apply to the extent that a particular procurement or type of purchase may be entered by the City Manager pursuant to an Ordinance of the City.

**Solicitation**

Proposers, their agents, or associates shall refrain from contacting or soliciting any City staff or City Commission member directly or indirectly regarding this formal solicitation during the selection process. This “blackout period” will be as defined in the previous section entitled “Communications”, and begins with the date of first publication or issuance of the specifications for the solicitation and the blackout period ends when the City reaches a procurement decision. Failure to comply with this provision may result in disqualification of the proposer.

**Procurement Decision**

The City reserves the right to make an award consistent with the maximum discretion afforded to the City under Florida law with regard to municipal procurement. Additionally, the City reserves the right to reject all proposers and to re-solicit (or not) in its sole discretion. A decision to terminate the solicitation process may be made at any time before the City enters into a contract with a selected proposer.

**Scrutinized Companies**

Pursuant to Section 287.135, Florida Statutes, the City will not contract with any entity that is on the Scrutinized Companies With Activities in Sudan List or the Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List, or a company that is engaged in “business operations” in Cuba or Syria, with respect to any contract for goods or services of \$1M or more. The City shall have the right to immediately terminate the contract/purchase in its sole discretion if the company is found to have submitted a false certification or it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List. And, if the company has submitted a false certification, then the City shall have the right to bring a lawsuit seeking civil penalties, damages, attorneys’ fees and costs as authorized by Section 287.135, Florida Statutes.

## LAKE MARY EVENTS CENTER CATERING SERVICES

### 1. INTRODUCTION

The City of Lake Mary hereby solicits written proposals for catering services to provide food and beverage services for the patrons of the Lake Mary Events Center in accordance with the terms and conditions, specifications and service concepts outlined in this Request for Proposal (RFP).

Up to eight (8) full-line catering companies will be awarded catering contracts for exclusive food service with the exception of simple or prepared food items served by renters (i.e., continental breakfast, sandwiches, pizza, party trays, etc.), City sponsored events and/or Lake Mary Events Center sponsored events. All special events including weddings, business and social dinners, fundraisers and political affairs will be catered by the successful Proposers as specified above.

The City shall not be responsible for any expenses Proposers may incur in responding to this RFP.

All City bidding services are done through Onvia by DemandStar. All bid/proposal documents can be obtained from [www.demandstar.com](http://www.demandstar.com).

### 2. BACKGROUND

The Lake Mary Events Center opened its doors on February 1, 2008 and has established itself as one of the premier event destinations in Central Florida. The Lake Mary Events Center books up to 18 months in advance and has held over 1,500 catered events to date.

The Center includes banquet and meeting facilities as well as ceremony sites. Guided tours of the building and grounds may be arranged.

The Lake Mary Events Center rental facilities include the grand ballroom, divisible into ballrooms A and B, the rotunda with stunning views of West Crystal Lake and the event lawn, a meeting room, bride/grooms rooms and a conference room. The Center also has a complete catering kitchen and staff offices.

### 3. CITY'S OBJECTIVES

The primary objective of this Request for Proposal (RFP) is to secure up to eight (8) full-line catering companies which will provide the services as outlined in this RFP.

The term of the Agreement is anticipated to be for three (3) years with two (2) one (1) year options to extend subject to a performance review and fee renegotiation, but the City will entertain proposals for different terms.

**THE CITY RESERVES THE RIGHT TO ADD CATERERS IN THE EVENT A CATERING AGREEMENT IS TERMINATED OR INCREASED DEMAND REQUIRES IT AS DETERMINED BY THE CENTER DIRECTOR.**

The City's principal objectives are to: (I) provide a reasonable return on investment to the City; (II) find caterer(s) who can implement a creative marketing plan to enhance the profile of the Lake Mary Events Center and; (III) provide reasonably priced and attractive food services.

#### 3.1 Menus and Pricing

The variety, quality, and prices of food and beverage items that will be offered are of particular

concern to the City. The City is interested in providing a wide array of menus and prices to suit different budgets and tastes. Each Proposer will be required to submit proposed menus showing the types of food and pricing proposed by the Proposer. Also, if the Proposer currently operates a restaurant or catering establishment, please enclose a copy of the menus currently used. Once a menu is established, any changes to menus or pricing throughout the term of the agreement must be approved by the Center Director. All menus with prices provided by the successful Caterer will be provided for viewing by all prospective renters of the City facilities at the Lake Mary Events Center. All price quotes requested by clients are to be submitted to the client within seven (7) calendar days from their request and are to be fully complete and detailed. Each quote is to contain a description of all items to be charged (i.e., set-up, bartender, dance floor, props, wedding cake, etc.), and the corresponding price as well as the menu with prices.

Any violations of these requirements will be cause for termination of the agreement.

3.2. Flexibility

The City expects Caterers to be flexible when working with their clients relative to additional items, directly food related or not, which the client desires to complete on their own initiative (i.e. wedding cake or special desserts, side dishes of ethnic or religious related foods, or entertainment) all of which will first be approved by the City.

3.3 Equipment Provided by the City

Attachment "C" of the RFP contains a list of equipment to be provided by the City. Any equipment in addition to that listed in Attachment "C" will be the sole responsibility of the caterer as well as any repair or replacement thereof.

#### 4. FEES

The City wishes to create a profitable venture for both the City and the successful Proposers.

- 4.1 Caterers shall pay a User Fee to the City at a minimum of ten percent (10%) of the Caterer's gross receipts from all food and beverage sales (server gratuity not included). Such payment shall be due and payable in accordance with the payment terms specified in the agreement attached to this RFP.
- 4.2. Caterer shall inform the Director immediately:
  - 4.2.2 Whenever it has been engaged by an event sponsor and confirm with the Director the event times, areas, and equipment to be used; and
  - 4.2.3 Whenever it is anticipated that an event sponsor will make payments to Caterer "in kind" in lieu of money payments.
- 4.3. Caterer will be responsible for:
  - 4.3.1 All services and actions of any persons assisting in performance of its service.
  - 4.3.2 Collection of all waste material, garbage and refuse, making sure that all work areas are left in a clean condition.
  - 4.3.3 Compliance with State and Local health rules and regulations and agrees to inspection by same at any reasonable time.
  - 4.3.4 Compliance with City, State and Federal Fire Regulations.
  - 4.3.5 Cooperation with the Director and compliance with any instructions, rules and regulations given or issued by the City.

- 4.3.6 Reporting any and all malfunctions or damage to City property immediately to the Director.
  - 4.3.7 Furnishing all items required for its service (such as tablecloths, ice, etc.) with the exception of those which the City specifically agrees to provide.
  - 4.3.8 Payment to the City for loss, breakage, malfunction or damage - other than normal wear and tear - to City property due to negligence, abuse, or improper use by its staff or helpers.
  - 4.3.9 Prepare and submit an event floor plan for each catered event to the LMEC staff no later than five (5) business days prior to the event date.
- 4.4 Deposits:
- 4.4.1 Caterer will provide a \$3,000 deposit which may be applied at the discretion of the Director to expenses incurred as a result of damage to City property or equipment, cleanup of facilities, or it may be applied to past due user fees and taxes.
  - 4.4.2 Should either deposit be drawn upon, the Caterer MUST replenish the deposit in full within seven (7) days of being notified by the City. Failure to do so could result in termination of the agreement.
  - 4.4.3 Deposits will be returned upon the completion/termination of the agreement unless as stated above.

## 5. PRE-PROPOSAL CONFERENCE:

5.1 Date - A pre-proposal conference will be held **at the Lake Mary Events Center, 260 N. Country Club Road, Lake Mary, FL 32746 on Wednesday, February 10, 2016 at 10:00 a.m.**

5.2 Purpose - The pre-proposal conference is intended to provide prospective Proposer(s) the opportunity to ask questions or receive clarification from City representatives on any requirements or changes to this Request for Proposal.

## 6. PROPOSAL DUE DATE

- 6.1 Separate sealed proposals for catering services for the Lake Mary Events Center will be accepted by the City Manager until **Friday, February 26, 2016**, at local time 2:00 PM. Late proposals will not be opened or considered.
- IF MAILING PROPOSALS, MAIL TO: City Manager, City of Lake Mary, P. O. Box 958445, Lake Mary, FL 32795-8445
- IF DELIVERING PROPOSAL, DELIVER TO: City Manager, City of Lake Mary City Hall, 100 North Country Club Road, Lake Mary, Florida 32746 (entrance to City Hall is located on Lakeview Avenue).
- 6.2 Each proposal shall be submitted in a sealed envelope containing one (1) original and five (5) copies along with an electronic copy in either CD or DVD form using Microsoft Word, Excel, PowerPoint or Adobe Acrobat. The company name of the Proposer shall be clearly shown on the outside of the sealed envelope with the designation **"RFP 16-02"**.

## 7. SUBMISSION OF PROPOSALS

- 7.1 Incurred Expenses - The City of Lake Mary is not responsible for any cost or expense that may be incurred by the respondent in preparing and submitting a proposal.

- 7.2 Interviews - The City reserves the right to conduct personal interviews or require presentations from any or all Proposers prior to selection. The City will not be liable for any costs incurred by the Proposer in connection with such interviews/presentations (i.e., travel, accommodations, etc.).
- 7.3 Request for Modification - The City reserves the right to request that the Proposer modify its Proposal to more fully meet the needs of the City.
- 7.4 Request for Additional Information - The Proposer shall furnish such additional information as the City of Lake Mary may reasonably require. This includes information which indicates financial resources as well as ability to provide and maintain the services. The City reserves the right to investigate the qualifications of the Proposer as it deems appropriate, including but not limited to, a background investigation conducted by the Lake Mary Police Department.
- 7.5 Acceptance/Rejection/Modification to Proposals - The City reserves the right to negotiate modifications to proposals that it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 7.6 Proposals Binding - All proposals submitted shall be binding for one hundred twenty (120) calendar days following bid opening.
- 7.7 Addendum and Amendment to Request for Proposals - If it becomes necessary to revise or amend any part of this Request for Proposal before the proposal due date, the revision will be in the form of a written addendum and will be communicated to all prospective proposers via Onvia by DemandStar. The Addendum Receipt Verification form included with this RFP in Attachment "B" must be completed and submitted with your proposal.
- 7.8 Proprietary Information –
  - 7.8.1 In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all Proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the Proposers are requested to **identify specifically** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.
  - 7.8.2 All proposals received from Proposers in response to this Request for Proposal will become the property of the City of Lake Mary and will not be returned to the Proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- 7.9 Proposer's Certification - By submitting a proposal, the Proposer certifies that the Proposer has fully read and understands the proposal method and has full knowledge of the scope, nature, and quality of work to be performed. The Proposer's Certification form is included with this Request for Proposal in Attachment "B" and must be completed and submitted with your proposal.

## 8. INFORMATION REQUIRED OF PROPOSER

In order to ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals be organized in the following order.

- 8.1 Title Page - Show the name of Proposer's agency/firm, address, telephone number, name of contact person, date, and the subject:  
**RFP #16-02 - LAKE MARY EVENTS CENTER CATERING SERVICES.**
- 8.2 Table of Contents - Include a clear identification of the material by section and page number.
- 8.3 Letter of Transmittal – Limit to one or two pages.
  - 8.3.1 Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work.
  - 8.3.2 Give the names of the persons who will be authorized to make representations for the Proposer, their titles, addresses, and telephone numbers.

- 8.4 General Information
  - 8.4.1 Name of business.
  - 8.4.2 Mailing address/phone number & website address.
  - 8.4.3 Names of persons to be contacted for information or services if different from name of person in charge.
  - 8.4.4 Business hours of Caterer.
  - 8.4.5 State if business is local, national, or international; indicate the business's legal status (corporation, partnership, etc.) and provide a copy of the certification from the Florida Secretary of State verifying Proposer's corporate status and good standing. In the case of out-of-state corporations, provide evidence of authority to do business in Florida.
  - 8.4.6 Give the date business was organized and/or incorporated, and where.
  - 8.4.7 Give the location of the office from which the work is to be done and the number of professional staff employed at the office.
  - 8.4.8 Indicate whether the business is a parent or subsidiary in a group of firms/agencies.
  - 8.4.9 State if the business is licensed, permitted and/or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.
- 8.5 Standard Forms - Attachment "B" of this Request for Proposal includes several documents that must be submitted with your Proposal.
- 8.6 Letters of Reference – Letters of reference from other rental facilities or similar venues. Not simply individual references.
- 8.7 General Statement of Experience – Requests names, addresses and telephone numbers of references. It is preferred that these references are from similar venues, however, they can be individual clients should the caterer not have a sufficient number to complete the six (6) requested. Please use the Reference Form under "Standard Forms" in Attachment "B".
- 8.8 Menus & Pricing – Proposers shall submit the menus and pricing that will be offered by the proposer to the clients of the Lake Mary Events Center.
- 8.9 Marketing Plan - Describe or demonstrate methods you plan to use in order to promote usage or market the Lake Mary Events Center. You may provide examples of how you have marketed other venues.

## 9. EVALUATION OF PROPOSALS

An Advisory Committee will be established to review and evaluate all responsive proposals utilizing an evaluation scoring system. Attachment "D" is a copy of the actual scoring matrix to be used. Please note that the factors listed below are also listed and weighted on this form:

- 9.1 Letters of reference from similar public and/or private venues (i.e., rental facilities where the Proposer provided catering services).
- 9.2 Proposers demonstrated plan to market the Lake Mary Events Center.
- 9.3 Questionnaire regarding experience and services.
- 9.4 Proposer's offered menus and pricing that is competitive or provides a wide array of services and options.
- 9.5 Proposer's record of successful performance in operating similar food and beverage services with at least two examples of venues hosting 200 guests or more.
- 9.6 Proposer's plan of operation for the service.
- 9.7 Proposer's knowledge of managing and marketing similar food and beverage services.
- 9.8 The conditions of the Proposer's and any proposed subcontractor's facilities including office area and commissary.



- 9.9 Responsiveness of the proposal related to the scope of work.

## 10. PROPOSAL ADVISORY COMMITTEE AND PROCEDURE FOR REVIEW OF PROPOSALS

- 10.1 An Advisory Committee (hereinafter referred to as "the Committee") consisting of at least three (3) members will be established to review and evaluate all proposals submitted in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all proposals on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposals or as reasonably determined by the Committee.
- 10.2 The Committee will first review each proposal for compliance with the minimum qualifications and mandatory requirements of the RFP.
- 10.3 The Committee reserves the right to conduct pre-award discussions and/or pre-contract negotiations with any or all responsive and responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award.
- Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submission of proposals and prior to award of a contract.
- 10.4 The Committee may select firms for oral presentations and discussion of proposals. When oral presentations are required, the Committee will rank the firms and submit the proposed ranking to the City Manager after the conclusion of scheduled presentations. The City Manager will then recommend a group of not more than eight (8) caterers to the City Commission.
- 10.5 The City may award a contract based on responses to this Request for Proposal without discussions. Therefore, each response to this RFP should contain the Proposer's best terms and conditions for consideration.
- 10.6 The City reserves the right to reject any and all proposals and to waive minor irregularities. The City further reserves the right to seek new proposals when such a procedure is reasonably in the best interest of the City to do so.

## 11. QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS

- 11.1 To ensure fair consideration for all Proposers, the City prohibits communication to or with any division office or employee during the submission process, except as provided below.
- Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the proposals (**up to and including the Mayor and City Commission**), prior to the time an award decision has been made. Any communication between Proposer and the City will be initiated by the appropriate City Official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the proposal. Such communications initiated by a Proposer **shall** be grounds for disqualifying the offending Proposer from consideration for award of the proposal and/or any future proposal.
- 11.2 Any questions relative to interpretation of specifications or the proposal process shall be addressed in writing as indicated below, in ample time before the period set for the receipt and opening of proposals. No inquiries, if received within ten (10) days of the date set for receipt of proposals will be given any consideration. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the specifications which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of proposals.
- 11.3 It will be the responsibility of the Proposer to contact the Purchasing Coordinator prior to submitting a proposal to ascertain if any addenda have been issued, to obtain all such addenda, and to acknowledge receipt of all addenda on the Addendum Receipt Verification (part of the Standard Forms in Attachment B).
- 11.4 Current caterers may communicate with Events Center staff as it pertains to current and or future events.
- 11.5 Direct inquiries to:

Jill Alvarez, Purchasing Coordinator  
City of Lake Mary  
Lake Mary City Hall  
100 N. Country Club Road  
Lake Mary, FL 32746  
P.O. Box 958445  
Lake Mary, FL 32795-8445  
407-585-1403  
Fax 407-585-1464  
[purchasing@lakemaryfl.com](mailto:purchasing@lakemaryfl.com)

## 12. CONDITIONS OF PROPOSALS

- 12.1 Late Proposals - Proposers shall assume full responsibility for timely delivery of the proposals to the location designated for receipt of proposals. Late proposals will not be opened or considered.
- 12.2 Completeness - Subject to the City's right to waive minor irregularities, all information required by the Request for Proposal must be supplied to constitute a legitimate proposal.
- 12.3 Public Opening - All proposals will be publicly opened at the time and place specified and made available for public inspection within thirty (30) days after the proposal opening or when an award decision is made, whichever is earlier.
- 12.4 Award Presentation - Unless such time period is extended by the City Manager acting in the best interest of the City in her sole discretion, the City Manager will present to City Commission for acceptance and final award, the proposals, or will reject all proposals within one hundred and twenty (120) calendar days from the date of opening of proposals.

## 13. TERMS AND CONDITIONS OF AGREEMENT

A copy of the agreement to be entered into with the successful Proposer is included with this RFP as Attachment "A".

## 14. DISCUSSIONS WITH RESPONSIBLE PROPOSERS AND REVISIONS TO PROPOSAL

Discussions may be conducted with responsible Proposers who submit proposals determined to be reasonably acceptable of being selected for award for the purpose of clarification and to assure full understanding of, and responsiveness to, the solicitation requirements. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

## 15. EXECUTION OF AGREEMENT

The successful Proposer shall, within fifteen (15) calendar days after Notice of Award is issued by the City Manager, enter into a contract with the City on forms as included within the Request for Proposal documents for the performance of work awarded them and shall simultaneously provide any required bonds, indemnities and insurance certificates. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

## 16. RIGHT TO AUDIT RECORDS

The City shall be entitled to audit the books and records of a Caterer or any subcontractor to the extent that such books and records relate to the performance of such contract or subcontract. Such books and records shall be maintained by the Caterer for a period of five (5) years from the date of final payment

under the prime contract and by the sub-contractor for a period of five (5) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

**17. PROPOSER'S CERTIFICATION FORM**

**EACH PROPOSER SHALL COMPLETE THE "PROPOSER'S CERTIFICATION" FORM INCLUDED WITH THIS REQUEST FOR PROPOSAL, AND SUBMIT THE FORM WITH THE PROPOSAL.**

**THE FORM MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC WITH NOTARY SEAL AFFIXED ON THE DOCUMENT.**

**18. PUBLIC ENTITY CRIMES**

All invitations to bid as defined by Section 287.012(16), Florida Statutes, requests for proposals as defined by Section 287.012(23), Florida Statutes, and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

**"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."**

All vendors who submit a Bid or Proposal to the City of Lake Mary, are guaranteeing that they have read the previous statement, and by signing the bid documents, are qualified to submit a bid under Section 287.133, (2)(a) Florida Statutes.

**19. INSURANCE / PERFORMANCE BONDS**

Insurance and/or Performance Bond coverage required by the contract specifications set forth in this Request for Proposal (including specifications set forth in the attached Agreement and other documents attached hereto) must be in force throughout the term of the Agreement ("Contract Term"). Should a Caterer fail to provide acceptable evidence of current insurance and/or a Performance Bond within seven (7) days prior to the expiration date of an insurance policy or bond at any time during the Contract Term, the City shall have the absolute right to terminate the Agreement without any further obligation to the Caterer. The Caterer shall be liable for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Agreement at the time of termination.

**20. FLORIDA SALES TAX**

The City is a governmental agency and a political subdivision under Florida law. Purchases by the City under this Contract are exempt from Florida sales tax: The City's tax exempt number is 85-8015179411C-6. No purchase made by any entity is qualified to be exempt other than those made directly by the City.

The City's sales tax exemption does not apply to goods and services purchased separately by a Caterer in connection with its fulfillment of its contract obligations. The Caterer shall be responsible for paying any taxes, fees or similar payments which are required to be paid in connection with the contract work.

**21. DRUG-FREE WORKPLACE CERTIFICATION**

If applicable, provide a statement concerning the Proposer's status as a Drug-Free Workplace. See

attached Drug-Free Workplace Form in Attachment "B". In accordance with Florida Statute §287.087, whenever the City, for the procurement of commodities or contractual services, receives two or more bids which are equal with respect to price, quality, and service, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

**22. AMERICANS WITH DISABILITIES ACT**

Persons with disabilities needing a special accommodation to participate in this proceeding should contact the Purchasing Coordinator at City Hall, 100 N. Country Club Road Lake Mary, Florida 32746, P. O. Box 958445 Lake Mary, FL 32795-8445, telephone (407) 585-1403, e-mail [purchasing@lakemaryfl.com](mailto:purchasing@lakemaryfl.com) not later than seven (7) days prior to the date on which the accommodation is requested.

**23. FOREIGN CORPORATIONS**

In accordance with Florida Statute §607.1501, and provided an exemption is not available, a foreign corporation may not transact business in Florida until it obtains a certificate of authority from the Florida Department of State.

Foreign corporations may submit bids or proposals prior to obtaining a certificate of authority from the Florida Department of State.

A foreign corporation must be in compliance with Florida Statute §607.1501, prior to entering into an Agreement with the City of Lake Mary.

# **ATTACHMENT “A”**

## **THE AGREEMENT**

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## LAKE MARY EVENTS CENTER CATERING SERVICES AGREEMENT

**THIS AGREEMENT**, made this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the City of Lake Mary, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the "City" and \_\_\_\_\_, hereinafter referred to as the "Caterer", for the term specified herein, with the City having the option of extending this Agreement for another period of time upon a mutual agreement of the parties, agree as follows:

**WITNESSETH:**

**WHEREAS**, the City desires to have a catering service operated at the Lake Mary Events Center, more specifically depicted on the map attached hereto as RFP Attachment "G" and which is incorporated herein by this reference; and

**WHEREAS**, the City issued RFP #16-02, which is attached as Agreement Exhibit "A", seeking qualified Caterers to operate such services and received the Caterer's Proposal which is attached hereto as Agreement Exhibit "C"; and

**WHEREAS**, the City deems it advantageous to grant unto Caterer certain rights, licenses, and privileges as set forth herein for the purposes of conducting a catering operation, which term shall mean and be limited to the food catering operation as described herein; and

**NOW, THEREFORE**, subject to the terms and conditions contained herein the parties agree as follows:

**I. INCORPORATION OF PREAMBLE**

The foregoing premises are true and correct and are hereby incorporated in this agreement as though fully set forth below.

**II. FOOD CONCESSION OPERATION**

1. Location: The City hereby grants to the Caterer the right, subject to certain exceptions hereinafter set forth, to provide catering services located at the Lake Mary Events Center. Catering rights under this agreement do not include the right to operate vending machines.
2. Equipment, Fixtures and Services to be provided by Caterer: The City shall provide the equipment listed in RFP Attachment "C". Said equipment will be provided in good working order on the effective date of this agreement. Provision of any and all additional items of equipment needed by Caterer for its operation at the Lake Mary Events Center shall be the sole obligation of the Caterer.

- A. Equipment Maintenance and Repair: Caterer shall pay the City for any loss, breakage, malfunction or damages, other than normal wear and tear, to City property which is caused during Caterer's operations at the Lake Mary Events Center. Caterer shall provide a \$3,000 deposit to City, which may be applied at

the discretion of the Director to expenses incurred as a result of damage to City property or equipment, clean-up of the facilities, or it may be applied to past due user fees and taxes. Caterer shall report any and all malfunctions or damage to City property immediately to the Director or City Staff overseeing the event. Caterer shall cooperate with City in completion of an event closeout checklist immediately after each event at which Caterer operates at the Lake Mary Events Center. The Caterer is responsible for all set up in excess of City-owned table and chair arrangement. Following the event, the Caterer must assist Center staff with stacking all chairs, clearing and wiping down all City-owned tables, vacuuming the floor in the rental and common areas, removing all debris from rental and common areas including porches and lawns, cleaning kitchen and equipment, removing all waste to the dumpsters, and removing all items that are not City-owned materials, including food. If cleanup is unacceptable to the Center Director, corrections must be made within two (2) hours of notification. The first infraction will result in a verbal warning, the second infraction will result in a written warning that will be kept in the Caterer's file, and the third infraction will result in immediate termination of this contract. The City reserves the right to utilize the deposit to pay for any and all cleanup not completed or damages not fixed by the Caterer within two (2) hours from notification by the Center Director.

- B. Food Service: On an event basis, Caterer agrees to provide catering services for users of the Lake Mary Events Center facilities.

Caterer agrees to provide high quality food products, attractively displayed, to Lake Mary Events Center Users.

- C. Marketing: Caterer agrees to provide, at its expense, reasonable marketing and advertising of its services to the general public, as well as targeted groups. Caterer agrees to review its marketing plan with the Center Director at least once per year. Supply LMEC Manager with catering brochures and business cards for potential clients
- D. Compliance with regulations: It shall be Caterer's responsibility to ensure that all operations conducted pursuant to this agreement comply with all applicable state, federal, and local regulations including, but not limited to, health regulations. The Lake Mary Events Center must be operated in such a manner as to not generate offensive noise levels, and is to be kept clean and neat in areas open/not open to the public at all times.
- E. Staffing levels: The Caterer is to staff Lake Mary Events Center events, which are catered by Caterer, at all times to handle patron demand efficiently. The Center Director will review from time to time the Caterer's staffing levels to determine if patron demand is being met efficiently and, if not, shall notify the Caterer.

- F. Courtesy to the Public: In all circumstances, the Caterer shall exercise, and shall require its employees and agents to exercise, courtesy and consideration in their relations with the public. The Center Director shall have the right to direct the Caterer to remove any employee of the Caterer from the Center's premises in the event, in the Center Director's sole opinion, the Caterer's employee has not exercised courtesy and consideration in their relations with the public.
- G. City supplied items: The City shall provide the equipment listed as RFP Attachment "C" which is attached hereto and made a part hereof by this reference. Caterer shall return and surrender all of the listed equipment to the City in good condition and repair, ordinary wear and tear excepted, after each event and upon termination of this agreement. Caterer shall cooperate with City in completion of an event closeout checklist immediately after each event at which Caterer operates at the Lake Mary Events Center and any damaged or missing items should be noted at that time. It shall be the responsibility of the Caterer to provide all necessary routine cleaning and maintenance for the equipment. If any equipment is rendered unsafe or unusable for its ordinary intended purpose, Caterer shall remove such item from service and immediately notify the Center Director. City shall be responsible for the replacement of such items unless the loss is caused by Caterer's negligent or intentional acts.
- H. Trash / Cleanup: Caterer will be responsible for collection of all waste material, garbage and refuse, emptying trash receptacles from the Lake Mary Events Center and delivering the trash to the designated dumpster area without dragging the bags across LMEC carpeting. Caterer shall ensure that all work areas are left in a clean condition. The Caterer is to provide all cleaning supplies and equipment necessary for post-event cleanup including trash can liners for the City-provided trash receptacles.
- I. Pre-Event / Post-Event: **THE CATERER MUST FIRST CHECK IN WITH THE LAKE MARY EVENTS CENTER STAFF PRIOR TO BEGINNING A SETUP AND SIGN OFF BY THE CITY ON THE PRE-EVENT ROOM/EQUIPMENT CHECKLIST. CITY STAFF WILL SET UP CITY-OWNED TABLES AND CHAIRS IN ACCORDANCE WITH THE SUBMITTED FLOOR PLAN. THE CATERER IS TO WIPE OFF TABLES FOLLOWING AN EVENT; CITY STAFF WILL REARRANGE THESE ITEMS FOR THE NEXT EVENT OR REMOVE THEM TO STORAGE.**  
**THE CATERER MUST CHECK OUT WITH THE LAKE MARY EVENTS CENTER STAFF AFTER TEARING DOWN AND SIGN OFF BY THE CITY ON THE POST-EVENT/EQUIPMENT CHECKLIST.**
- J. Maximum post-event tear down time is one (1) hour: **THE CATERER IS REQUIRED TO HAVE ADEQUATE ORGANIZATION AND STAFF TO TEAR DOWN AND CLEAN UP AFTER AN EVENT FOR 300 OR FEWER GUESTS IN LESS THAN ONE (1) HOUR.**
- K. Alcoholic Beverages: Alcoholic beverages are to be served directly by the Caterer.



**NO SUBCONTRACTING OF THE PROVIDING OR SERVING OF ALCHOLIC BEVERAGES IS ALLOWED. NO DIRECT SALES OR "CASH BAR" FOR THE SALE OF ALCOHOLIC BEVERAGES IS ALLOWED EITHER BY THE CATERER OR THE EVENT SPONSOR. THE EVENT SPONSOR MAY PROVIDE DIRECTLY TO THE CATERER ALCOHIC BEVERAGES FOR SERVICING PURPOSES ONLY.**

3. Management Duties: Caterer shall have all management duties normally arising from catering. By way of illustration, but not limitation for its events, Caterer shall be responsible for keeping the Lake Mary Events Center free of catering-related trash and debris and for keeping the chairs and tables located in both the interior and exterior dining areas clean and in reasonable order, normal wear and tear excepted. Caterer shall immediately clean any spills. Caterer shall report any accidents or hazardous conditions to the Center Director as soon as possible. Caterer shall not permit its personnel, equipment or operations, nor those of its subcontractors, to create any hazardous conditions. Caterer shall be responsible for making sure all of its personnel, as well as personnel of any subcontractors, are properly attired, are courteous and professional in dealings with patrons, and operate in a manner consistent with good health and hygiene. Likewise, Caterer shall be responsible for assuring that all equipment, food, and beverages meet all applicable health codes.
4. City Responsibilities: The City will be responsible for, and bear the expense for, the following services related to the Lake Mary Events Center catering: all utilities, pest control, and structural repairs (including HVAC, Plumbing, and Electrical).
5. Inspection: If food is prepared off-site for Lake Mary Events Center events, the City shall have the right to inspect, as deemed necessary, any or all of the Caterer's off-site operations including plants and/or warehouses, and when accompanied by the Caterer's representative, other sources preparing or supplying food, or beverage items, etc., to ensure full compliance with health and sanitation standards. All health and other regulations pertaining to food handling personnel must be complied with.
6. Menus with Pricing: The menus with pricing offered by the Caterer attached hereto as Agreement Exhibit "B" are to remain unchanged unless agreed upon in writing by the City Manager. All additions, deletions, modifications, etc. after original proposed menus and pricing must be submitted in writing for the Center Manager's approval. All menus with pricing will be provided for viewing by all prospective renters of the City Facilities at the Lake Mary Events Center. The Caterer is to continually provide a wide array of menus and prices to suit different budgets and tastes. The City expects the Caterer to be flexible when working with their clients relative to additional items directly food related or not which the client desires to complete on their own initiative (i.e., wedding cake or special desserts, side dishes of ethnic food or entertainment) all of which will first be approved by the City.
7. Price Quotes: All price quotes requested by clients are to be submitted to the client within seven (7) calendar

days from their request and are to be fully complete and detailed. Each quote is to contain a description of all items to be charged (i.e., setup, bartender, dance floor, props, wedding cake, etc.) and the corresponding price, as well as the menu with prices. Any violations of these requirements will be cause for termination of the Agreement.

### III. TERM / SCHEDULE

1. Term: The period of this Agreement shall be for thirty-six (36) months. This Agreement may, by mutual written assent of the parties, be extended for two (2) additional twelve-month periods or portions thereof, up to a cumulative total of sixty (60) months.
2. Operating Schedule: The Caterer shall conduct its operation at the Lake Mary Events Center in accordance with the Center Use Policy attached to the RFP as RFP Attachment "E" and incorporated by reference herein.

### IV. CONCESSION FEE, TAXES, PERMITS / LICENSES

1. Fees and Accounting:

- A. User Fee: In exchange for the rights and privileges granted pursuant to this Agreement, and for each and every catered event held while this agreement is in effect, Caterer shall pay to the City a sum of money (hereinafter called "User Fee") equal to ten percent (10%) of Caterer's gross receipts from all food and beverage sales to the client. The server gratuity is not to be included as part of the user fee collection.

The User Fee shall be paid to the City whether the Caterer has collected from their client or not on a weekly basis each Friday for the prior week's (Monday-Sunday) catered events and shall be due and payable to the City of Lake Mary, Attention Lake Mary Events Center, and 260 North Country Club Road, Lake Mary, FL 32746. Send along with the User Fee: 1) all invoices issued by the Caterer relative to such User Fee, 2) a completed financial report included herein as RFP Attachment "F" and 3) update of the upcoming weeks events. The User Fee shall not be due to City if Caterer has agreed to cater a City-sponsored event for a price equal to the Caterer's actual cost. "City sponsored event" shall mean events held at the Lake Mary Events Center, which have been specifically designated as "City events".

- B. Gross Receipts: "Gross receipts from sales" shall mean the total sales of all food and beverages by Caterer in or upon any part of the Lake Mary Events Center. In addition, the gross food and beverage receipts from sales shall also include the total sales price of all food and beverage items that are exchanged by the Caterer in return for products or services of equal or lesser value from others such as but not limited to patrons, vendors, contractors, professional service companies, and the like, in lieu of cash or credit.
    - C. Record Keeping: The Caterer's record keeping for the operation at the Lake Mary Events Center shall

include, at a minimum, weekly sales reports and receipts including bank deposit slips and verifications of refunds. All such records shall be made available to the City for inspection and copying upon request.

D. Late Fees and Interest: Any fee due and payable by Caterer under this Agreement which is not paid within thirty (30) calendar days of the event date shall be subjected to an automatic late fee of one hundred dollars (\$100.00) per week until the debt is paid.

2. Taxes: Caterer shall pay any and all taxes or special assessments, of whatever nature, which may be levied or assessed upon or as a result of this Agreement and the rights granted hereunder including, but not limited to, all taxes on its own personal property and all sales or use taxes which may arise in connection with the operation of its business.
3. Permits / Licenses: Caterer shall obtain, at its own expense, all permits and licenses which may be required by any governmental agency and shall adhere to all applicable laws and ordinances of the City, Seminole County, State of Florida and Federal Government.
4. Booking of the Lake Mary Events Center: The Caterer is not allowed to book any room at the Lake Mary Events Center, only clients of the Caterer or sponsors of the event i.e., bride or groom, company representative or governmental agencies may book the facility.

## **V. BOOKS, REPORTS, AND AUDITS**

1. Books and Records: Caterer shall maintain, for a period of no less than five (5) years, and shall also require subcontractors to maintain for a period of five (5) years, weekly sales reports, receipt books, inventory reports and other such records customarily used by Caterer and its subcontractors to document weekly sales transactions. The City's Finance Director shall have the authority to audit and make transcripts of all sales records for the purpose of verifying the accuracy of payments made to the City.
2. The City is not responsible for any costs incurred by the Caterer as a result of a City audit. In the event that such audit results in an assessment by and an additional payment to the City, such additional payment shall be subject to interest at the rate of one (1) percent per month retroactive to the date such payment originally should have been paid.
3. Finality of Reports: Unless intent to audit shall be served by the City on the Caterer within three (3) years after the receipt of any statement submitted by the Caterer as herein provided, such statement shall be deemed final and binding upon the parties.

## **VI. INDEMNITY AND INSURANCE**

1. Indemnity, Liability and Property Damage: The Caterer shall and will indemnify and hold harmless the City from

and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and costs of actions, including attorneys' fees, and attorneys' fees on appeal of any kind or nature arising or growing out of the actions or failure to act by Caterer, its agents, servants or employees in any way connected with the use, occupancy, or maintenance of the Lake Mary Events Center catering operations, or the use or occupancy of the Lake Mary Events Center by the Caterer or its agents, servants, employees, customers, patrons, or invitees, or arising out of or in any way connected with the operation or conduct of any business or businesses of the Caterer conducted in, upon, or about said Lake Mary Events Center, or resulting from injury to person or property, or loss of life or property of any kind or nature whatsoever sustained during the term hereof, in or about the Lake Mary Events Center during Caterer's operations, provided, however, nothing herein shall be construed to require Caterer to indemnify the City for the City's own negligence or willful misconduct. Caterer shall, at its own cost and expense, keep in force, during the term of this Agreement, insurance issued by responsible insurance companies and in a form acceptable to the City protecting and insuring the City against any and all of the foregoing, with combined single limits of not less than five hundred thousand (\$500,000) for Bodily Injury and Property Damage, which insurance shall be issued on the occurrence basis.

2. Fire Insurance: Caterer shall keep its interest in the Lake Mary Events Center catering business operations and any of its equipment and other property located at the Lake Mary Events Center insured at its own expense for fire, extended coverage and such other risks as it may choose in an amount equal to ninety percent (90%) of insurance value, by policies issued by responsible insurance companies and in a form acceptable to the City. All policies of fire insurance required to be carried by the Caterer shall contain a waiver of subrogation by the insurer against the City.
3. Worker's Compensation: Caterer shall obtain and maintain workers' compensation insurance during the entire term of this Agreement in the maximum amounts required by law.
4. Automobile Insurance: Caterer shall maintain Automobile Liability on all vehicles owned and/or utilized by Caterer to conduct catering services at the Lake Mary Events Center. Coverage shall be in the minimum amount of three-hundred thousand dollars (\$300,000) combined single limits for Bodily Injury and Property Damage.
5. Liquor Liability Insurance: Liquor Liability Insurance, issued by a responsible insurance company and in a form acceptable to the City, protecting and insuring against all the foregoing with coverage limits of not less than one million dollars (\$1,000,000) per occurrence for Bodily Injury and Property Damage.

The Caterer shall provide the City with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the City. Said Public Liability and Liquor Liability policy shall provide that the City be an additional insured. The City shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action.

All insurance policies shall be issued by responsible companies who are acceptable to the City and licensed and authorized to do business under the laws of the State of Florida.

## **VII. SUBTRACTING AND CONTRACTING ASSIGNMENTS**

Caterer shall not assign this Agreement and its rights hereunder, in whole or in part, nor subcontract with any other person or entity to provide any of the services contained in this agreement, except with the prior written consent of the Center Director and the City Manager; provided, however, the foregoing shall not prevent the assignment of this Agreement and of Caterer's rights hereunder to any corporation into or with which the Caterer may merge or consolidate, or which may succeed to the business and assets of the Caterer provided that no such assignments shall release the Caterer from its obligations contained in this Agreement. Before any such assignment shall become effective, the assignee shall, by written instrument, assume and agree to be bound by the terms and conditions of this Agreement during the remainder of the term hereof.

## **VIII. DEFAULT / REMEDIES / WAIVER**

1. Default: If any of the following events occur, the City, at any time hereafter, shall have the right at its election to immediately terminate this Agreement:
  - A. Failure to Pay Any Fee: In the event the Caterer shall fail to pay any fee due hereunder in the amounts and at the times and in the manner herein specified;
  - B. Failure to Replenish Deposit Accounts: In the event the Caterer shall fail to replenish all or portions of deposit accounts utilized by the City within seven (7) calendar days from notification by the City of such draw down.
  - C. Failure to Submit Timely and Detailed Price Quotes: In the event price quotes are not submitted to clients within seven (7) calendar days from their request or if the price quotes do not provide a complete breakdown of all items of which there will be a charge and their corresponding price.
  - D. Violation of Covenant: In the event the Caterer shall fail to keep and perform or shall violate any of the terms, covenants and conditions of this Agreement on its part to be kept and performed, and Caterer shall not have cured or corrected such failure or violation within twenty (20) calendar days after written notice thereof or if in the opinion of the Center Director it cannot be cured within twenty (20) calendar days with diligent effort, such other time not to exceed thirty (30) days, shall have been given to Caterer; or corrected immediately should the violation affect the health, safety and welfare of the Caterer's employees, City employees or the public.
  - E. Continuous Violation of Covenants: In the event the Caterer shall, after three (3) separate occasions during the term of this Agreement, fail to keep and perform or shall violate any of the terms, covenants and

conditions of this Agreement on its part to be kept and performed during the term of this Agreement, then the City has the right to terminate this Agreement, whether or not such violations have been cured by the Caterer.

- F. Insolvency: If Caterer shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the Caterer under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of the Caterer; or in the event that a receiver or trustee shall be appointed for the Caterer or the interest of the Caterer under this Agreement.
- G. Abandonment: In the event the Caterer shall cease to operate the catering operation awarded herein, or shall vacate or abandon the Lake Mary Events Center catering operations, or shall permit the same to remain vacant or unoccupied without the consent of the City first had and obtained.

2. Remedies:

- A. Removal of Caterer from the Lake Mary Events Center: Upon the occurrence of any one or more of the events of default specified herein, Caterer's right to operate the catering operation at the Lake Mary Events Center shall terminate and the City may expel and remove the Caterer or any other person who may be found at the Center, and the City may use such force in and about expelling and removing the Caterer and said other person as may reasonably be necessary. The Caterer shall make no claim of any kind against the City, its agents and representatives by reason of such termination or any act incident thereto.
- B. Damages: In addition to terminating this Agreement, the City may sue for and recover all damages and fees earned under this Agreement or arising out of any breach thereof.
- C. Other Remedies: The City may, if it so elects, pursue any other remedies provided by law for the breach of this Agreement or any of its terms, covenants, conditions or stipulations. No right or remedy herein conferred upon or reserved to the City or the Caterer is intended to be exclusive of any other right or remedy, and each and every right and remedy given hereunder, or now or hereafter existing at law or at equity or by statute.
- D. Removal of Property: Any and all property which may be removed from said premises by the City pursuant to the provisions hereof or of law, may be handled, removed, or stored by the City at the sole risk, cost and expense of the Caterer, and the City shall in no event be responsible for the value, preservation or safekeeping thereof. The Caterer shall pay to the City upon demand any and all expenses incurred in the removal of said property and all storage charges against such property so long as the same shall be in the City's possession or control.

3. Waiver of Default: The acceptance of any fee by the City, whether in a single instance or repeatedly in part or in

whole, after it falls due, or after knowledge of any breach hereof by the Caterer, or the giving or making of any notice or demand, whether according to any statutory provision or not, or any act or series of acts except an express waiver in writing, shall not be construed as a waiver of the City's right to act or of any other right hereby given the City, or as an election not to proceed under the provisions of this Agreement.

4. Effect of Demand: The obligation of the Caterer to pay the fees reserved hereby during the balance of the term hereof or during any extensions hereof, shall not be deemed to be waived, released or terminated by the service of any thirty (30) day notice, other notice to collect, demand for possession, or notice that this Agreement will be terminated on the date therein named, the institution of any action of forcible detainer or ejectment or any judgment for possession that may be rendered in such action, or any other act or acts resulting in the termination of the Caterer's right to operate the catering operations. The City may collect and receive any fees due from the Caterer, and payment or receipt thereof shall not waive or affect any such notice, demand or suit, or in any manner whatsoever waive, affect, change, modify or alter any rights or remedies which the City may have by virtue hereof.

## **IX. TERMINATION FOR CONVENIENCE**

Termination for Convenience: The City may terminate this agreement by providing the other party with 30 days advance written notice.

## **X. MISCELLANEOUS PROVISIONS**

1. Addition of New Caterers: If existing catering companies under contract with the City are terminated, the City reserves the right to add new caterers of a similar type i.e., full-line or smaller.
2. Lawful Uses: Caterer agrees that in its use of the Lake Mary Events Center, the Caterer will comply with all present and future valid laws, ordinances and regulations of the Federal Government, State of Florida, County of Seminole, City of Lake Mary and agencies thereof relating to the occupancy or use of the premises (including, but not limited to, those applicable to health and sanitary conditions and safety and fire prevention) and that it will not use the Lake Mary Events Center for any illegal, unsafe or immoral purposes. Caterer further agrees that it will use the Lake Mary Events Center including all equipment therein, to service only Center operation. If the City determines that the Caterer is using the Lake Mary Events Center facilities to provide services outside the scope of this Agreement, then the Caterer shall be in default.
3. Non-Discrimination: The Caterer agrees that it shall not discriminate in hiring or in service on the basis of race, sex, religion, national origin, age, marital status or handicap.
4. Fire or Other Causality: In the event that the Lake Mary Events Center is damaged or destroyed by fire or other

casualty, the same may be promptly repaired, rebuilt or abandoned by the City at its discretion, but the City shall not be obligated to repair or rebuild any personal property of the Caterer.

5. Closing of the Lake Mary Events Center: The City maintains the right to close any part or all of the Lake Mary Events Center either permanently or temporarily. City agrees to give advance notice to Caterer of such closures unless such advance notice is prohibited by an Act of God. If the Lake Mary Events Center is thereafter reopened, during the original term of this Agreement, the Caterer shall upon approval by the City commence servicing its catering operations again.
6. Force Majeure: The performance of all covenants herein contained, except for the payment of fees which shall be paid as and when provided in this Agreement, shall be postponed and suspended during such periods as the performance thereof is prevented by Acts of God, accidents, weather and conditions arising there from, strikes, boycotts, lockouts and other labor troubles, riot, fire, earthquake, flood, storm, lightning, epidemic, insurrection, rebellion, revolution, civil war, hostilities, war, the declaration of existence of a national emergency and conditions arising there from, the exercise of paramount power by the Federal Government, either through the taking of said premises or the imposition of regulations restricting the conduct of business therein, acts of enemies, sabotage, interference, restriction, limitation or prevention by legislation, regulation, decree, order or request of any federal, state or local government or any instrumentality or agency thereof, including any court of competent jurisdiction, inability to secure labor or adequate supplies of materials, products or merchandise or any other delay or contingency beyond the reasonable control of the City or the Caterer.
7. Not Joint Venture: It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship of co-partners or joint ventures between the parties hereto or as constituting the Caterer as the agent or representative of the City for any purpose or in any manner whatsoever, Caterer is in all respects an independent contractor.
8. Rules and Regulations: The Caterer shall observe and obey all rules and regulations applicable to the Lake Mary Events Center, which may from time to time during the term of this Agreement be promulgated by lawful authority for the care, operation, maintenance and protection of the Lake Mary Events Center. A copy of the current rules is attached incorporated by reference.
9. Right of Access: The City hereby grants to the Caterer the right of ingress/egress to the Lake Mary Events Center by the Caterer and its employees, contractors, suppliers, servicemen, subcontractors, guests, patrons and invitees; provided that such rights of ingress/egress are at all times exercised in conformance with any and all regulations promulgated by the City or other lawful authority for the care, operation, maintenance, and protection of the Lake Mary Events Center and the public.
10. No Liability of City to Caterer in Operations: The City shall not be liable to the Caterer or to its agents,



representatives, or employees for any injury to - or death of - any of them or of any other person or for any damage to any of the Caterer's property or loss of revenue, caused by any third persons in the maintenance, construction, or operation of the Lake Mary Events Center or its facilities, its appurtenances, facilities, and equipment, or caused by any third persons whether such injury, death or damage is due to negligence or otherwise. Third persons as used herein shall include the United States, State of Florida or any of their agencies and all persons other than the City.

11. Mechanics' Liens: Caterer shall not suffer or permit any mechanics' liens to be filed against the City, or any of its facilities or equipment, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Caterer or any assignee of the Caterer or suffer or permit any other lien to attach to the Lake Mary Events Center or any part thereof. Whenever the Caterer makes any repairs, all contracts shall contain a clause which provides that the Caterer will not perfect a lien against any City property.
12. Disposition of Equipment: Upon the termination of this Agreement by lapse of time or otherwise, except for Caterer's default, the Caterer shall have the right (subject only to the preemption hereinafter stated), and on direction from the City shall be obliged, to remove without damage to City Property or premises all equipment and personal property installed or located within the Lake Mary Events Center (but not pipes, conduit and wiring which Caterer may have installed and which may be affixed to or embedded in walls, ceilings or floors), and whether or not such equipment shall be deemed real or personal property, Caterer shall have a reasonable time, not to exceed seventy-two (72) hours, to remove such equipment and personal property and to restore the premises to the conditions which they were in immediately prior to Caterer's completion of the improvements required, ordinary wear and tear excepted. Caterer shall be deemed to have abandoned to the City any such equipment and personal property which it has failed to remove from the Center within said seventy-two (72) hours, unless the City shall grant a further period in writing for this purpose.
13. Inurement: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, legal representatives and assignees. This paragraph shall not be deemed to authorize the Caterer to make an assignment of its interest in this Agreement except as hereinabove expressly provided.
14. Advertising: All advertising of the Lake Mary Events Center catering operations by the Caterer is to be approved by the City's Center Director prior to use.
15. Modification of Agreement: No waiver, alterations, consent or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by the City Manager.
16. Resolution of Disputes: The disposition of any dispute is at the sole discretion of the City Manager.
17. Choice of Laws / Venue: This Agreement is deemed to be under and shall be governed by, and construed according to, the laws of the State of Florida. Any litigation arising out of this Agreement shall be had in the

Courts of Seminole County, Florida.

18. Non-Collusion Clause: The undersigned hereby certify that this Agreement is made without prior understanding, agreement or connection with any corporation; firm or person who submitted proposals for the Catering services covered by this Agreement and is in all respects fair and without collusion or fraud. As to Caterer, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Agreement and to execute same on behalf of the Caterer as the act of the said Caterer.
19. Whole Agreement: This Agreement, including all Exhibits and Attachments, which are incorporated by reference, contains all the terms and conditions agreed upon by the parties. However, in any instance of discrepancy between this Agreement and the Request for Proposal or Caterer's proposal, this Agreement shall control. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto.
20. Attorneys Fees: If it should become necessary for either party to seek to enforce this agreement or to seek a declaration of rights hereunder in a court of law, the parties hereby agree that each party shall bear their own attorney's fees and costs, including costs on appeal, regardless of the outcome of such litigation.
21. Non-Exclusive Agreement: This Agreement is considered a non-exclusive Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the day and year first above written in one or more counterparts each of which shall, without proof or accounting for the other counterparts, be deemed an original Contract.

CATERER

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name of Company, Corp., etc.

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_ (title) as \_\_\_\_\_ for \_\_\_\_\_ who is personally known to me or who produced his/her Florida Driver's License as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public

(Notary Seal)  
My Commission expires:

\_\_\_\_\_  
Typed/Printed Name

ATTEST:

CITY OF LAKE MARY

\_\_\_\_\_  
CAROL A. FOSTER, City Clerk

\_\_\_\_\_  
JACQUELINE B. SOVA, City Manager

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by Jacqueline B. Sova as City Manager for the City of Lake Mary, Florida who is personally known to me or who produced his Florida Driver's License as identification and did/did not take an oath.

\_\_\_\_\_  
Notary Public

(Notary Seal)  
My Commission expires:

\_\_\_\_\_  
Typed/Printed Name

**ATTACHMENT “B”**

**STANDARD FORMS**

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**STANDARD FORMS**

**THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:**

- 1 PROPOSER'S CERTIFICATION
- 2 ADDENDUM RECEIPT VERIFICATION
- 3 REFERENCES
- 4 CATERER QUESTIONNAIRE

**NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.**

**IT IS THE PROPOSER'S RESPONSIBILITY TO CONTACT THE PURCHASING COORDINATOR PRIOR TO SUBMITTING A PROPOSAL TO ASCERTAIN IF ANY ADDENDA HAVE BEEN ISSUED, TO OBTAIN ALL SUCH ADDENDA, AND ACKNOWLEDGE RECEIPT OF ANY/ALL ADDENDA ON THE ADDENDUM RECEIPT VERIFICATION.**

**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices or rates quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the City adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Lake Mary Police Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS  
BY:

Sworn to and subscribed before me

\_\_\_\_\_  
SIGNATURE

this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

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

\_\_\_\_\_  
MAILING ADDRESS/OR IF DIFFERENT YOUR  
PRINCIPLE PLACE OF BUSINESS

Notary Public, State of \_\_\_\_\_  
Personally Known

- OR -

\_\_\_\_\_  
CITY, STATE, ZIP CODE

Produced Identification \_\_\_\_\_

( )  
\_\_\_\_\_  
FAX NUMBER

Type: \_\_\_\_\_

DUNS Number: \_\_\_\_\_

\_\_\_\_\_  
E-MAIL ADDRESS

Company Tax ID# \_\_\_\_\_

**ADDENDUM RECEIPT VERIFICATION**

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____
Addendum No.	_____	Dated	_____

**PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.**

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

REFERENCES

Proposer shall submit as a part of the proposal package, six (6) business references with name of the business, address, contact person, and telephone number, which have utilized the services being proposed to the City. These references should be from rental facilities or similar venues, not from individual clients. At least two (2) business references with seating capacity of 200 or more.

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

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_

Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_



## Caterer Questionnaire

## Attachment to the EVALUATION OF PROPOSALS

(Please note when answering the following questions, if you are selected, these answers will be passed on to potential renters when they inquire about our caterer's capabilities and specialties.)

1. Number of years as a full service catering company. \_\_\_\_\_
2. Average number of catered events you do per month. \_\_\_\_\_
3. How many full service wedding receptions/social functions for more than 100 guests can you accommodate in one evening at separate venues? \_\_\_\_\_

4. Please check the following ethnic foods you have experience serving: Circle any that you specialize in:

Traditional American \_\_\_\_\_ Cuban \_\_\_\_\_ Caribbean \_\_\_\_\_ Greek \_\_\_\_\_ Italian \_\_\_\_\_  
 Mexican \_\_\_\_\_ Thai \_\_\_\_\_ Indian \_\_\_\_\_ Chinese \_\_\_\_\_ French \_\_\_\_\_ Kosher \_\_\_\_\_

5. Please check the following meals you have experience serving up to 250 guests:

Plated \_\_\_\_\_ Buffet \_\_\_\_\_ Stations \_\_\_\_\_

6. The Lake Mary Events Center provides select tables and chairs. If a renter needed additional tables and chairs, can you provide the following?

Equipment	YES	RENT	OWN	N/A
White plastic folding padded chairs				
Six and eight foot rectangular tables				
Cocktail tables (Short and tall)				
Chivari Chairs				

7. What is the average cost per person you would charge for the following 100 person event (including standard linens)?

- Cocktail hour - 3 appetizers and one bar (alcohol provided by renter)
- Reception – Buffet (salad, chicken, starch, veggie), one meat carving station, a dessert, and another bar (alcohol provided by renter)

\$\_\_\_\_\_/person

8. In addition to catering, do you provide any additional event services for renters?

(i.e., event planning) If yes, please list on the back of this page.

## **DRUG-FREE WORKPLACE FORM**

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

\_\_\_\_\_ does:

(Name of Business)

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

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

\_\_\_\_\_  
Bidder/Proposer Signature

\_\_\_\_\_  
Date

# **ATTACHMENT “C”**

## **EQUIPMENT LIST**

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**Catering Kitchen Equipment List**

<u>Item #</u>	<u>Quantity</u>	<u>Description</u>
1.	1	3-Compartment Sink with Hand Sprayer
2.	1	Ice Maker, cube style; 1160 lb. capacity.
3.	1	Range, electric; six (6) 9 ½" round French Hot Plates with vent hood
4.	1	Convection Oven, electric; Double-Deck, Standard Depth
5.	1	Microwave Oven; 1000 watts
6.	2	Stainless Steel Work Tables; 72"
7.	2	Heated Cabinets, mobile, full height, single door; 12 pair Universal Tray Slides
8.	1	2-Door Reach-In Refrigerator
9.	1	1-Door Reach-In Freezer
10.	4	Wall Outlets along counter surfaces
11.	3	Drop-Down Electrical Outlets
12.	2	Floor Drains in kitchen area
13.	1	Floor Drain in ice machine area
14.	1	Air-Curtain by loading deck
15.	1	Hot Water Heater, extra capacity
16.	1	Garbage Disposal

Some items / sizes may be subject to change; likewise, some items may be added or deleted.

**ATTACHMENT “D”**

**WEIGHTED EVALUATION SHEET**

## EVALUATION OF PROPOSALS FOR RFP 16-02

NO.	FACTOR	POSSIBLE POINTS	FIRM A	FIRM B	FIRM C	FIRM D	FIRM E	FIRM F
1	Letters of reference from similar public and/or private venues (i.e., rental facilities where the Proposer provided catering services).	20						
2	Proposers demonstrated plan to market the Lake Mary Events Center.	5						
3	Evaluation of attached questionnaire.	15						
4	Proposer's offered menus and pricing that is competitive or provides a wide array of services and options.	15						
5	Proposer's record of successful performance in operating similar food and beverage services with at least two examples of venues hosting 200 or more guests.	20						
6	Proposer's plan of operation for the service.	10						
7	Proposer's knowledge of managing and marketing similar food and beverage services.	5						
8	The conditions of the Proposer's and any proposed subcontractor's facilities including office area and commissary.	5						
9	Responsiveness of the proposal related to the scope of work.	5						
<b>TOTAL POINT VALUE</b>		<b>100</b>						
<b>RANKING BASED ON ABOVE POINTS</b> (#1 reflects the highest point value; #2 is the next highest point value; etc.)								

DATE: \_\_\_\_\_

EVALUATOR: \_\_\_\_\_ OF \_\_\_\_\_  
(print name) (print name of organization)

SIGNATURE: \_\_\_\_\_

## **ATTACHMENT “E”**

### **LAKE MARY EVENTS CENTER USE POLICY**

**LAKE MARY EVENTS CENTER  
USE POLICY**

- 1. The City of Lake Mary has a standing noise ordinance. This noise ordinance is complaint driven and the Rental Party may be asked to turn down or turn off any music not meeting the City’s requirements. Any music performed or played outside of the building, including the patio areas, requires written approval from Events Center Staff. Please keep in mind that the exterior door leading out of the kitchen area needs to remain closed as much as possible.
- 2. Decorations are permitted within reason and must be approved by the Center management. Decorations are permitted only in the space reserved by the renter. It is the responsibility of the renter to remove ALL decorations immediately after the event.

The Lake Mary Events Center does not have storage facilities for decorations prior to or following an event. Tape, tacks, nails, staples, etc. are not permitted to attach decorations. Glitter and other confetti-like decorations are also prohibited.

- 3. Hours of Operation:
  - a. No events will be scheduled prior to:
    - i. 7:00 AM, Monday – Friday
    - ii. 8:00 AM, Saturday, Sunday, or Holidays
  - b. All events will end no later than scheduled below:
    - i. 11:00 PM, Monday – Thursday
    - ii. 11:00 PM, Friday, Saturday, Sunday, and Holidays
      - 1. The following are considered Holidays:

New Year's Eve	Independence Day	Thanksgiving Day
New Year's Day	Labor Day	Christmas Eve
Memorial Day	Veterans' Day	Christmas Day – <b>CLOSED</b>

- 4. Any time used by the caterer outside of the rental period (for setup, takedown/cleanup, etc.) must be coordinated with Center management for each event. This allowance must respect and not interfere with the rental periods of other guests. If needed, and provided that the allowance for additional time outside of the rental period meets the given parameters, caterers may typically coordinate with Center management to:
  - a. Begin setup two (2) hours in advance of the rental period
  - b. Complete takedown/cleanup one (1) hour following the rental period

Additional time may be available, however all time needed outside of the rental period must be coordinated with Center management for each event.

- 5. Caterers are expected to work amicably in situations where:
  - a. one caterer may be performing takedown/cleanup and the following caterer must perform setup
  - b. multiple events may occur simultaneously



**ATTACHMENT “F”**

**WEEKLY FINANCIAL REPORT**

Payments for week of  
(Monday thru Sunday)

Prepared by

Check number	Check Amt
--------------	-----------

Notes/Comments:

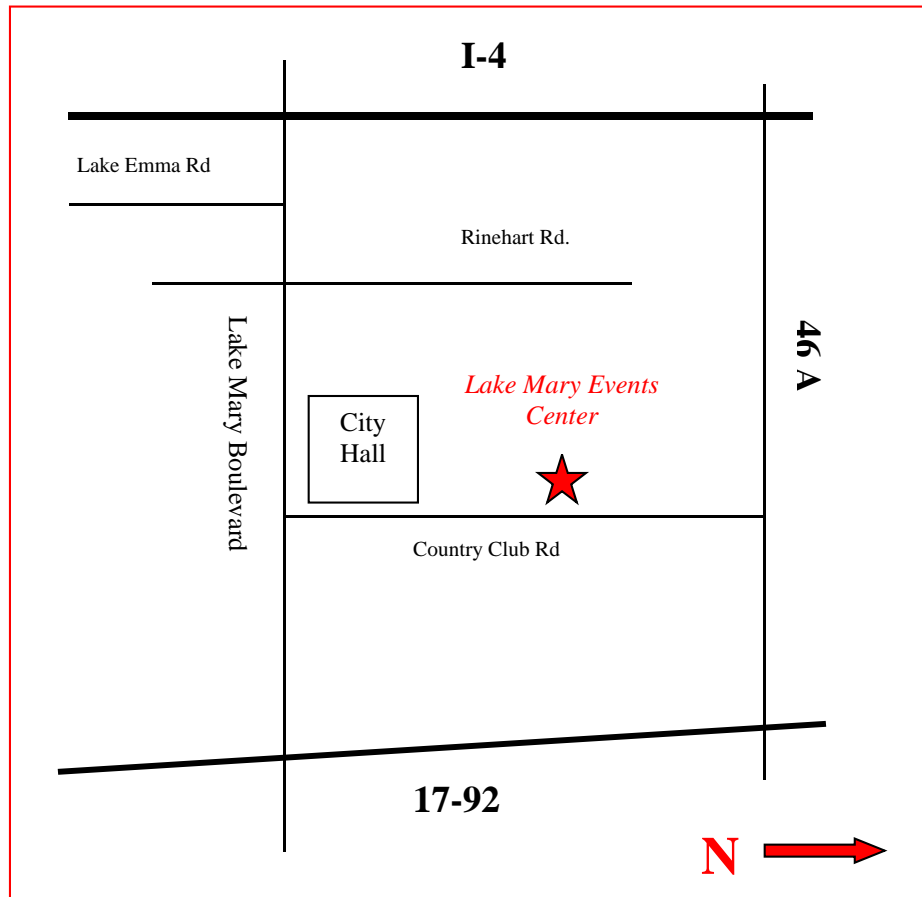
For City of Lake Mary Use Only	
Date	Rcvd: _____
Account number	

Event Name/Clients	Date of Event	Invoice Total	Events Center User Fee 10% of total food & beverage sales (excluding sales tax)	Late Fee Due
<b>TOTAL DUE:</b>				

**ATTACHMENT “G”**

**MAP**

# Lake Mary Event Center



## FROM VOLUSIA COUNTY:

Take I-4 West to Lake Mary Blvd. (Exit 98)  
Go Left on Lake Mary Blvd.  
Left on North Country Club Road  
Building is ¼ mile down on the Left

## FROM ORLANDO:

Take I-4 East to Lake Mary Blvd. (Exit 98)  
Go Right on Lake Mary Blvd.  
Left on North Country Club Road  
Building is ¼ mile down on the Left

**EXHIBIT “A”**

**RFP 16-02 LMEC CATERING SERVICES**

**EXHIBIT “B”**

**CATERER MENUS AND PRICING**

**EXHIBIT “C”**

**CATERER PROPOSAL**