

REQUEST FOR PROPOSAL #12-0544DR

On-Site Catering Services

Manatee County, a political subdivision of the State of Florida, (hereinafter "Manatee County" or the "County") will receive proposals from individuals, corporations, partnerships, and other business entities authorized to do business in the State of Florida, for the purpose of providing On-Site Catering Services for the Manatee County Convention Center and The Powel Crosley on an annual basis.

DEADLINE FOR CLARIFICATION REQUESTS: December 21, 2011 at 5:00 PM shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Office. This deadline has been established to maintain fair treatment for all potential bidders or proposers, while ensuring an expeditious transition to a final agreement.

TIME AND DATE DUE: **Proposals will be received until 2:30 PM on December 28, 2011,** at which time they will be **publicly opened.** All interested parties are invited to attend this opening.

CONTENTS OF THIS REQUEST FOR PROPOSAL:

Section A: Information to Proposers	pages	2-8
Section B: Form of Proposal	pages	9-14
Section C: Selection	page	15
Section D: Negotiation of the Agreement	page	16
Section E: Scope of Services	pages	17-23
Proposal Signature Form	page	24
Public Contracting /Environmental Crimes Certification		Attachment A
Sample Menu		Attachment B
Equipment List		Attachment C

Important Note: A prohibition of Lobbying is in place. Please review paragraph A.16 carefully to avoid violation and possible sanctions.

FOR INFORMATION CONTACT:

Deborah Carey-Reed
Contracts Negotiator
PHONE (941) 749-3074
FAX (941) 749-3034
Email: deborah.carey-reed@mymanatee.org
Manatee County
Financial Management Department
Purchasing Division

AUTHORIZED FOR RELEASE: DWW

REQUEST FOR PROPOSAL #12-0544DR

CATERING SERVICES

SECTION A: INFORMATION TO PROPOSERS

PROPOSERS MUST COMPLY WITH THE FOLLOWING INSTRUCTIONS TO BE CONSIDERED FOR SELECTION:

A.01 OPENING LOCATION

Proposals will be publicly opened at Manatee County Purchasing, 1112 Manatee Avenue West, 8th Floor, Suite 803, Bradenton, Florida 34205 in the presence of County officials at the time and date stated on the cover sheet. All Proposers or their representatives are invited to attend.

A.02 PROPOSAL INFORMATION AND PROPOSAL DOCUMENTS

Bids and Proposals on <http://www.mymanatee.org>

Bid or Proposal documents and the Notices of Source Selection related to those Bids or Proposals are available for download in a portable document format (.PDF) file on the Manatee County web page on the Purchasing tab under “Bids and Proposals”. You may view and print these files using Adobe Acrobat software. You may download a free copy of this software (Adobe) from the County's web page if you do not have it.

Manatee County collaborates with the Manatee Chamber of Commerce on distributing solicitations using the “RFP Tool” web page on the Chambers website: <http://www.ManateeChamber.com> to post Bid and Proposal documents in a portable document format (.PDF) file. This step is in addition to the posting on Manatee County Government web pages.

Note: The County posts the **Notice of Source Selection** seven (7) calendar days prior to COMMENCING NEGOTIATIONS with the selected firms.

IT IS THE RESPONSIBILITY OF EACH PROPOSER, PRIOR TO SUBMITTING THEIR PROPOSAL, TO CONTACT THE MANATEE COUNTY PURCHASING OFFICE (see contact information on page one of this document) TO DETERMINE IF ADDENDA WERE ISSUED AND TO MAKE SUCH ADDENDA A PART OF THEIR PROPOSAL.

A.03 REQUIREMENTS FOR FORMAT AND DELIVERY OF PROPOSALS

Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have their proposal delivered to the Manatee County Purchasing Office for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Division. Proposals delayed by mail shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the Proposer's request and expense.

Proposals must be submitted in the format specified in Section B hereof. The contents of each proposal shall be **separated and arranged with tabs in the same order as listed in the Subsections within Section B** identifying the response to each specific item thereby facilitating expedient review of all responses.

A.04 CLARIFICATION & ADDENDA

Each Proposer shall examine all Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposal shall be made in writing through the Manatee County Purchasing Division. The County shall not be responsible for oral interpretations given by any County employee, representative, or agent. The issuance of a written addendum by the Purchasing Official's Division is the only official method whereby interpretation, clarification or additional information can be given.

Addenda shall be posted on <http://www.mymanatee.org>

It shall be the responsibility of each Proposer, prior to submitting their proposal, to contact the Manatee County Purchasing Division at (941)748-4501, ext. 3039 to determine if addenda were issued and to make such addenda a part of the proposal.

Deadline for Clarification Requests: **December 21, 2011 at 5:00 PM** shall be the deadline to submit all inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to this Request for Proposal to the Manatee County Purchasing Division.

This deadline has been established to maintain fair treatment for all potential Bidders or Proposers, while ensuring an expeditious transition to a final agreement.

A.05 SEALED & MARKED

One signed Original (please mark the Original) and Five (5) copies of your proposal shall be submitted in one sealed package, clearly marked on the outside "**Sealed Proposal #12-0544DR**" and addressed to:

Manatee County Purchasing
1112 Manatee Avenue West, Suite 803
Bradenton, FL 34205

A.06 LEGAL NAME

Proposals shall clearly indicate the legal name, address, email and telephone number of the Proposer (company, firm, partnership, individual). Proposals shall be signed above the typed or printed name and title of the signer. The signer must have the authority to bind the Proposer to the submitted proposal.

A.07 PROPOSAL EXPENSES

All expenses for making proposals to the County are to be borne by the Proposer.

A.08 EXAMINATION OF PROPOSAL

The examination of the proposal and the Proposer generally requires a period of not less than ninety (90) calendar days from the date of the opening of the proposals.

A.09 DISCLOSURE

Proposals become subject to Public Records inspection thirty (30) days after the proposal opening or if an award decision is made earlier than this time as provided by Florida Statute 119.071 (1) (b). **No review of the proposal documents will be conducted at the public opening of the proposals.**

Manatee County will make public at the opening, the names of the business entities that submitted an offer and any amount presented as offers without any verification of the mathematics or the completeness of the offer.

A.10 ERRORS OR OMISSIONS

Once a proposal is submitted, the County shall not accept any request by any Proposer to correct errors or omissions in the proposal.

A.11 RESERVED RIGHTS

The County reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the County, depending on available competition and timely needs of the County. The County reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the County. The County shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the County reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the County deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

A.12 APPLICABLE LAWS

Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of Manatee County will apply to any resulting agreement. Any involvement with any Manatee County procurement shall be in accordance with Manatee County Code of Laws Chapter 2-26, as amended. Procedures and deadlines concerning protests related to this Request for Proposal shall be those which are set forth in §2-26-61 of the County Code.

A.13 CODE OF ETHICS

With respect to this proposal, if any Proposer violates or is a party to a violation of the Code of Ethics of Manatee County per Manatee County Code of Laws, Article III, Ethics in Public Contracting, and/or Florida criminal or civil laws related to public procurement including but not limited to Florida Statutes Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for Manatee County.

The County presumes that all statements made and materials submitted in a proposal will be truthful. If a Proposer is determined to be untruthful in its proposal or any related presentation, such Proposer may be disqualified from further consideration regarding this Request for Proposal.

A.14 COLLUSION

By offering a submission to this Request for Proposal the Proposer certifies the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, the Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

- a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
- b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
- c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
- d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and
- e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

A.15 PUBLIC ENTITY CRIMES

In accordance with Section 287.133, Florida Statutes, 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases or 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 Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

A.15 PUBLIC ENTITY CRIMES -continued:

In addition, Manatee Code of Laws Chapter 2-26 Article V prohibits the award of County contracts to any person or entity who/which has, within the past 5 years, been convicted of, or admitted to in court or sworn to under oath, a public entity crime or of any environmental law that, in the reasonable opinion of the Purchasing Official, establishes reasonable grounds to believe the person or business entity will not conduct business in a reasonable manner.

To ensure compliance with the foregoing, the Code requires all persons or entities desiring to contract with the County to execute and file with the Purchasing Official an affidavit, executed under the pain and penalties of perjury, confirming that person, entity, and any person(s) affiliated with the entity, does not have such a record and is therefore eligible to seek and be awarded business with the County. **Proposer is to complete Attachment “A” and submit with your proposal.**

A.16 LOBBYING

After the issuance of any Request for Proposal, prospective Proposers or any agent, representative or person acting at the request of such proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposal with any officer, agent or employee of Manatee County other than the Purchasing Official or as directed in the Request for Proposal. This prohibition begins with the issuance of any Request for Proposal and ends upon an award of the final contract, when all solicitations have been rejected, or when the request has been canceled. Violators of this prohibition shall be subject to sanctions as provided in the Manatee County Code of Law Chapter 2-26.

A.17 EQUAL EMPLOYMENT OPPORTUNITY

Manatee County, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, women or minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the grounds of race, color, creed, sex, age or national origin in consideration for an award.

A.18 AMERICANS WITH DISABILITIES ACT

The Board of County Commissioners of Manatee County, Florida, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the County's functions including one's access to, participation, employment, or treatment in its programs or activities. Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Information Conference or Proposal Opening), should contact the person named on the first page of this document at least twenty four (24) hours in advance of the activity to request accommodations.

END SECTION A

||

SECTION B: FORM OF PROPOSAL

This section identifies specific evaluation factors which are to be given written responses. The contents of each proposal shall be **separated** and **arranged with tabs** in the same order as listed in Sections B.01 through B.04 identifying the response to each specific item.

The information that Proposers provide shall be used to determine whether the Proposer has the ability to perform the Scope of Services as stated in this Request for Proposal in a way which best meet the needs of Manatee County. A review with those Proposers reasonably susceptible of being selected for award may be conducted for the purposes of clarification of both ability and benefit to Manatee County. See Section C, "Selection."

B.01 MINIMUM QUALIFICATIONS

Proposals may be submitted by one (1) or more sole proprietorship, corporation, or partnership authorized to conduct business in the State of Florida.

Prior to any consideration of the responses to the criteria in this Request for Proposal, Proposers are to document in their proposals that they have provided **Catering Services** similar in complexity and nature to the one being proposed in response to this Request for Proposal for at least five (5) continuous years.

Where Proposal is made by more than one (1) business entity, each entity must sign the Proposal.

To validate experience, expertise and capabilities, Proposers shall provide:

- A. A copy of Proposer's license, where applicable;
- B. The state, county or city where the services were rendered;
- C. Name of the entity who issued the contracts;
- D. Contract Administrator for the named contracts; include telephone and email address information.

After Manatee County staff validates the Minimum Qualifications have been met, those Proposals found to be in compliance will be considered.

B.02 ADMINISTRATIVE SUBMITTAL

- a. Proposal Signature Form.
- b. Public Contracting and Environmental Crimes Certification (Attachment A)

B.03 INFORMATION TO BE SUBMITTED REGARDING YOUR BUSINESS ENTITY:

Tabs are required to identify each item defined in this Section.

B.03.1. Background and Size: Provide a description of the Proposer's background and size. Provide a general statement of qualifications that includes your firm's professional credentials, the legal status of your organization, and experience in providing the service enumerated in this Request for Proposal.

B.03.2. Business Entity: Provide an explanation of the business entity which you represent. Specify the business entity which would be bound by a contract, should your firm be selected: company or corporation; subcontractor roles; and if a joint venture, include the specific experience that the joint venture partners have working together on similar projects.

If the Proposer is a joint venture, or partnership, the details of the responsibilities for provision of the required services must be clearly disclosed. Provide a narrative on how you anticipate the partnerships to manage the work and any prior experience that the individual entities may have had in working together on other projects. Disclose the lead firm of a joint venture.

B.03.3. Legal Authority: Provide a detailed explanation that your firm has the legal authority to perform the services described in this Request for Proposal and is authorized to conduct business in Florida.

B.03.4. Ownership Interest: Disclosure of any ownership interest in or operation of other entities involved in catering services which may be a potential participant in this Request for Proposals. This ownership disclosure shall be included, whether such ownership occurs by the Proposer through a parent, subsidiary or holding company or any other form of business entity. Submit entity names and the percent of ownership for each.

B.03.5. Key Personnel: Identify each principal of the firm and other key personnel who will be professionally associated with the County in the performance of the services described herein. Do not include personnel that will not have a key role in providing services. Describe their respective areas of expertise.

Provide documentation and/or certifications for all technicians and engineers that will be assigned to this account showing their experience.

For each identified person list:

- Full Name and Title
- Area of expertise, individual's roles and duties in providing services
- Office address
- Email address
- Telephone number
- Personalized resumes which identify the qualifications, training and experience of each key personnel.

B.03.6. Organizational Chart: Submit an organizational chart of your firm or organization, stating the names of the firm or organization's management and supervisory personnel to be assigned to this contract undertaking.

B.03.7. Drug Free Workplace: Submit your firm's policy or program as it relates to maintaining a zero tolerance drug free workplace.

B.04 INFORMATION TO BE SUBMITTED REGARDING PROPOSED CATERING SERVICES:

B.04.1. Staffing Plan: Submit a staffing level statement for your organization, detailing how many total employees work for your firm or organization at any one time, including temporary, seasonal and part-time employees. List the ratios of full-time employees to part-time, temporary and seasonal employees.

Specify the number of staff that will be dedicated to the operations at the County. Ongoing staff training and professional development programs shall also be included in this section.

Include a detailed explanation of all pre-employment screening and background checks performed by the Proposer. The successful Proposer shall agree to perform full background checks on all employees, at the successful Proposer's expense, prior to assignment at the County. If requested, the successful Proposer shall provide background information to the County. Please include how you will ensure that any subcontractors that you are utilizing will be approved through this same process.

- B.04.2. Corporate References:** Provide three (3) external client references from clients who received similar services to those described herein. The minimum information that must be provided about each reference shall include:
- a. Name of individual or company for whom services were provided
 - b. Address of individual or company
 - c. Name and telephone(s) of contact person; e-mail address if available
 - d. Type of services provided and dates services were provided.
- B.04.3. Proposed Staff References.** Provide one (1) external client reference for each proposed staff member. The minimum information that must be provided about each reference shall include:
- a. Name of individual or company for whom services were provided;
 - b. Address of individual or company;
 - c. Name and telephone(s) of contact person, e-mail address if available; and,
 - d. Type of services provided and dates services were provided.
- B.04.4. Subcontractors:** Identify any operational areas where you intend to use subcontractors. Identify the services and roles that each subcontractor would assume in providing services.
- B.04.5. Economic Benefit:** Submit a narrative explaining the direct economic benefit to Manatee County to be realized by selecting your firm. During the term of this engagement detail the revenue maximizing activities, employment, subcontracting, and support services contracting as economic stimulus that your entity may generate that would directly benefit Manatee County.
- B.04.6. Experience and Qualifications:** Demonstrate the firms' experience and that of the staff experience in the operation of all aspects of food/beverage events serving meals for up to 1,500 people including buffet and table service .

- B.04.7. Operations Plan:** Submit an Operations Plan describing in specific detail the strategies, policies and procedures to be used in providing the services described herein to the County. The successful Proposer shall have the ability to simultaneously facilitate multiple contracts on the same day at both facilities. Provide examples of your firm's capabilities to support multiple and concurrent catering events.

Include plans for the following sample 1,500 person buffet:

- a) Proposed minimum staffing guidelines;
- b) Accounting policies and procedures
- c) Training programs;
- d) Measurable quality control programs; and,
- e) Per capita results and sales generated by square foot.

- B.04.8. Menu:** Provide proposed sample menus for both food and beverage which shall be equivalent or better in quality, variety, and creativity to the sample menu on Attachment "B." Include pricing and portion size where applicable.

- B.04.9. Financial Information:** Please submit a balance sheet and a profit/loss statement for the most recent fiscal year. The successful Proposer shall be required to provide sufficient levels of working capital to cover account receivables, inventory, petty cash, start-up costs and tills at no cost to the County.

- B.04.10. Implementation:** Provide a detailed implementation plan to be able to provide the highest quality of services to the County; include self-promoted events such as specialty food events and theme dinners.

- B.04.11. Customer Support Program:** Describe your firm's ability to support the schedule and equipment demands of the County; include your customer support program, hours of support, and anticipated response and resolution time. Provide a detailed description of your firm's service standards, methods of measuring quality of service, and plans for continuous improvement in all aspects of the delivery of those services.

- B.04.12. Requirements of the County:** List any requirements of the County that your firm deems necessary to implement the services described herein.

B.04.13. Value Added Services: Describe any value added benefits that your firm can provide to the County. Use this section to describe any other cost saving measures or benefits not outlined in prior sections.

B.04.14. Fee: Provide a percentage commission fee to be paid to the County which shall be based on the gross receipts of all sales of services made to the County clients and exhibitors. Include an outline of all pricing, rates, and fees for all services described herein.

In addition, please provide a monthly utility fee to be paid the County to cover the cost of the County-provided services to include telephone service, one (1) eight (8) yard dumpster, electricity, natural gas, air conditioning, heat, water, and sewer.

The proposed fees paid to the County shall be all-inclusive, unless otherwise directed herein, and shall include, but not be limited to, any and all of the costs associated with labor, personnel, supervision, insurance and administration necessary to perform the work, and any and all of the costs necessary to perform the work in a professional and efficient manner as described in the Scope of Services.

B.05 SUPPLEMENTAL INFORMATION

Submit any other additional information which would assist the County in the evaluation of your proposal. Please provide any additional information in regards to the scope of these services that you think the County should consider and would deem valuable.

NOTE: The County reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Proposal.

END SECTION B

||

SECTION C: SELECTION

C.01 EVALUATION FACTORS

Evaluation factors are price and demonstrated ability of the Proposer(s) to perform the Scope of Services as generally outlined in Section E of this Request for Proposal in the most timely and efficient manner and the proposal(s) which will provide the best solution to meet the needs of Manatee County as determined from the responses to this Request for Proposal and subsequent investigation.

C.02 RELATIVE IMPORTANCE OF EVALUATION FACTORS

No weight has been assigned to the Evaluation Factors other than as stated above.

C.03 PRELIMINARY RANKING

A Selection Committee shall determine from the responses to this Request for Proposal and subsequent investigation as necessary, the Proposer(s) most susceptible of being selected for award.

C.04 IN-PERSON REVIEW OF PROPOSERS AND PROPOSALS

In-person reviews may be conducted with responsible Proposers who are deemed reasonably susceptible of being selected for award, for the purposes of assuring full understanding of (a) conformance to the solicitation requirements, (b) the abilities of the Proposer, and (c) the proposal submitted.

Proposers shall be available for presentations to and interviews with the Selection Committee, upon notification from the Purchasing Office. The date(s) and time(s) of any such presentations / interviews shall be determined solely by the County.

C.05 SELECTION FOR NEGOTIATION

The Proposer, whose ability and proposal is determined to be the best proposal that is most advantageous to the County, taking into consideration the Evaluation Factors set forth in this Request for Proposal, shall be selected to negotiate an agreement for the County determined Scope of Services.

The selection of a Proposer for negotiation shall not be construed as vesting any contractual or other rights of any nature in the Proposer.

C.06 AWARD

Award is subject to the successful negotiation and the approval by the Purchasing Official to execute the agreement.

END SECTION C

||

SECTION D: NEGOTIATION OF THE AGREEMENT

D.01 GENERAL

The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

- a. The proposal will serve as a basis for negotiating an agreement, but not compel adherence to its terms or conditions.
- b. Upon submission, all proposals become the property of the County which has the right to use any or all ideas presented in any proposal submitted in response to this Request for Proposal whether or not the proposal is accepted.
- c. All products and papers produced in the course of this engagement become the property of the County upon termination or completion of the engagement.

D.02 AGREEMENT

The selected Proposer shall be required to negotiate an agreement in a form and with provisions acceptable to Manatee County.

Negotiated agreements may or may not include all elements of this Request for Proposal or the resulting successful proposal where alternative terms or conditions become more desirable to the County, and the parties agree to such terms.

END SECTION D

||

SECTION E: SCOPE OF SERVICES

E.01 BACKGROUND AND INTRODUCTION

Manatee County (“County”) is a mid-size Florida county located on the southwest coast and consists of 150 miles of coastline on the Gulf of Mexico, 741 square miles of land, 311,000 residents, and attracts more than 2 million visitors every year.

The County requires Professional On-site Catering Services for the Manatee Convention Center (“MCC”) and The Powel Crosley Estate (“Crosley”) (both locations referred as the “Facilities” for the purpose of this RFP) for a period of one (1) year, with an option to extend the agreement for one (1) six (6) month interval.

The successful Proposer shall furnish all labor, supervision, equipment, insurance, incidentals necessary to provide on-site catering services to County clients, their customers, and exhibitors at both the Manatee Convention Center, located at One Haben Blvd., Palmetto, Florida, and The Powel Crosley Estate, located at One Seagate Drive, Sarasota, Florida.

The Convention Center, which opened in 1985, includes a 34,000 square foot arena/exhibit hall as well as 18,000 square feet of meeting space in the Conference Center. Currently undergoing a multi-million dollar renovation, the Convention Center hosts approximately 240 events per year.

Seagate, The Powel Crosley Estate, (see www.annamariaisland-longboatkey.com/crosley-estate) was built in 1929 for Powel Crosley’s wife, Gwendolyn. Today the bay front Mediterranean Revival-style structure is an upscale event facility located at the southern end of Manatee County and has features like a circular tower and a carriage house, and is on the National Register of Historic Places. Its architecture pays tribute to a bygone era, but the estate has the modern amenities that allow it to successfully host meetings, weddings, and other events.

MCC and Crosley are currently generating \$140,000 in food and beverage gross revenue. This figure excludes alcohol and concession revenue. Both facilities have the potential to increase revenues immensely with a trained staff, purchasing power, and creative menu and style of service.

The successful Proposer shall provide qualified staff and management with the technical and business expertise necessary for the effective and efficient performance in providing these services that maximize and create operational efficiencies for the County.

E.02 SCOPE OF SERVICES

The scope of work shall include the purchase, preparation, sales/marketing, and service of food and non-alcoholic beverages and other related food items for County catered and non-catered events at the Facilities.

E.02.1. Responsibilities of the Successful Proposer

The successful Proposer shall be responsible for all aspects of the food service operation, including, but not limited to, the following:

- a) Preparing and serving food and beverages in all areas of the Facilities.
- b) The successful Proposer shall assign a qualified representative to answer questions relating to the food service operation from clients and prospective clients of the County.
- c) The successful Proposer shall be responsible for setting all complete buffets and bars, all linens, centerpieces, décor, flatware, dishes, glassware and condiments. County staff will be responsible only to set guest tables, chairs, risers, stage, trash cans, and audio visual equipment. While County staff will be responsible for the set-up and tear-down of all tables and chairs except those used for break service and those specifically required by the successful Proposer for serving and staging.
- d) Covering and draping of tables, placing of decorations, (i.e., flags, balloons, drapes, flowers, wedding favors, table stands with numbers, etc.) on tables, cleaning and removing of all service ware and décor, tablecloths, and draping at the completion of the function in areas where food service functions are held.
- e) Provide decorations and signage for coffee service, food stations, buffets, etc. to provide a “hotel like” atmosphere suitable for the area.
- f) Delivering and dispensing all food, beverage, supplies, and other articles for temporary set ups and portable carts.
- g) Provide and clean items required for event water services including, but not limited to, water pitchers, trays, ice, and glasses. The successful Proposer shall set up and supply the water service for all tables and lecterns required by a client during a meeting.
- h) The successful Proposer shall be responsible for providing all necessary equipment to properly move product from one location to another. The successful Proposer will not be permitted use of the County’s pallet jacks, forklifts, or other vehicles, lifts and carts, except with specific permission of the County.

- i) The successful Proposer shall operate within the framework of the County event schedule. The County agrees, when possible, to build reasonable time periods into the event schedule for set-up and removal of the successful Proposer's equipment. However, if necessary, the successful Proposer shall provide adequate staff to perform required set-up and removal to accommodate the County schedule.
- j) The successful Proposer shall comply with all OSHA and ADA requirements as well as all federal, state and local laws, regulations and ordinances.
- k) The successful Proposer shall maintain all food service facilities it occupies in a clean and sanitary condition in accordance and consistent with all applicable rules and requirements of law, pertinent health and sanitary codes, and the requirements of duly authorized health authorities having jurisdiction. The County shall determine acceptable performance levels relative to maintenance and sanitary conditions. A copy of all health inspections shall be provided to the County within twenty-four (24) hours of said operation.

E.02.2. Operations

The successful Proposer shall provide services and represent the County in a professional manner. All food/beverage sales/service must be conducted and operated within the rules and regulations provided within.

The successful Proposer shall operate the spaces designated for the service of food/beverage in a manner consistent with convenience and safety of the public and event management during designated County events. These areas may include the kitchen, conference center, north and south hall arena, and lobby concessions.

The successful Proposer shall employ a highly skilled professional, management staff possessing the necessary experience and expertise to provide the overall management of a high-quality catering service.

At no time will any employee of the successful Proposer allow free entrance to the facility of any person who is not an employee of the facility or the successful Proposer or client.

The successful Proposer shall provide catering service requested by the County as part of its in-house (located at MCC or Crosley) County activities, approximately twelve (12) per year. These will be "at cost" (cost of the product and labor to prepare and serve the product). Off-site catering for MCC/Manatee County Government may be negotiated.

All subcontractors of the successful Proposer shall require prior approval by the County.

E.02.3. Employee Attire

All employees of the successful Proposer shall be neatly attired in uniforms that clearly and properly identify the successful Proposer. All employees shall wear a name identification tag at all times while on duty. Additionally, it shall be the responsibility of the successful Proposer to ensure that all employees meet minimum hygiene and appearance standards.

E.02.4. Serving of Alcoholic Beverages

The County will manage and maintain all liquor operations and licenses. However, the County may at times require skilled bartenders and bar back staff at catered events.

In the event the successful Proposer is the server of alcoholic beverages the successful Proposer shall at all times, exercise total independent, prudent, and reasonable experienced judgment in the service of alcoholic beverages. The successful Proposer shall take extreme care to ensure that no alcoholic beverages are sold to minors. The successful Proposer shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.

E.02.5. Inventory

The County will provide minimal existing inventory including smallwares, kitchen preparation and service equipment as outlined on Attachment “B,” Equipment List. All such equipment will remain the property of the County and must not be loaned or removed from the facilities. No modifications or alterations may be made to this equipment without the express written approval of the County.

Food and beverage product and smallwares shall be inventoried on a quarterly basis by the successful Proposer and copies provided to the County. The County will have full discretion in maintaining proper smallwares for appropriate service expectations and food and beverage product quality.

E.02.6. Smallwares Inventory

The successful Proposer may utilize existing limited smallwares inventory but will be responsible for providing matching smallwares, flatware, and glassware if the number served is above and beyond existing inventory. The successful Proposer shall to maintain existing levels throughout the contract period.

E.02.7. Menu and Signage

All menus shall be typed or professionally printed. No hand written menus or signs shall be allowed. The successful Proposer shall post and display all menu items and prices for all permanent and portable stands. The successful Proposer shall provide state of the art menu boards graphic signage wherever required. All signs shall be consistent, professional, and approved by the County prior to displaying.

E.02.8. Equipment

The County will furnish existing kitchen and food service equipment and smallwares as is. In the event, the successful Proposer desires to change or modify the type, location, or quantity of such equipment, all expenses shall be borne by the successful Proposer.

The successful Proposer shall install and use at the premises the following equipment which includes, but is not limited to, cash registers, sales slips, invoicing machines, and other automated accounting equipment or devices required to properly and accurately record the gross receipts on all sales, by event, by type, services and any other business transactions made by the successful Proposer under the resulting agreement relating to any cash events or operating the concessions for the County during pre-determined larger events.

E.02.9. Kitchen Area

The kitchen area may be leased to the successful Proposer at an agreed upon price to the County and payable monthly separate from commission check. This will allow the successful Proposer to utilize this space for their offsite catering not related to County clients or subject to any commission.

E.02.10. Utilities

The County will furnish telephone service, one (1) eight (8) yard dumpster, electricity, natural gas, air conditioning, heat, water, and sewer. Any additional utility capacity and/or outlets beyond those provided, the cost of such installation and hookups shall be the responsibility of the successful Proposer.

The cost of additional telephone service shall be the expense of the successful Proposer.

The County will be responsible for the expense associated with, and coordination of, regularly scheduled exterminators to control vermin and pests within kitchen and storage areas.

E.02.11. Permits

The successful Proposal shall be responsible for obtaining all permits, licenses and certifications required by federal, state, and local laws regulations, codes, and ordinances for the performance of the services described herein.

E.02.12. Designated Space

The successful Proposer shall be designated the following space:

- a) Receiving dock area;
- b) Kitchen, kitchen office and storage; and,
- c) Staff parking spaces on a first-come-first-service basis.

E.02.13. Maintenance and Clean-up

- a) The successful Proposer shall maintain all equipment and smallwares used in performance of its duties in a good state of repair, including maintenance or repair necessitated by ordinary wear and tear.
- b) The successful Proposer shall be responsible for keeping clean, covered, polished, and in good repair all equipment owned by the County and utilized by the successful Proposer.
- c) The successful Proposer shall be required to operate all food service related equipment in accordance with manufacturers' recommendations.
- d) The successful Proposer shall maintain all food and beverage service facilities in a clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of the State of Florida or department having jurisdiction.
- e) The successful Proposer shall maintain on a continuing basis in a sanitary and clean manner the receiving dock area where food and beverages are delivered and shall be responsible for the return of all pallets, storage containers, linens and other equipment used in the conduct of operating the food service that belongs to the suppliers. This dock area is to be free and clear of any items stored as it is also utilized by County staff, clients, and vendors.

E.02.14. Employment Opportunities

The successful Proposer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, marital status, or national origin. The successful Proposer shall take affirmative action to ensure that all employees are treated fairly during employment, without regard to their race, color, religion, sex, age, or national origin.

E.02.15. Financial Transaction

The successful Proposer shall meet directly with the County client and/or County facility staff to develop menu and style of service. The successful Proposer shall invoice the client and collect payment directly from the client and provide the County an agreed upon commission based on all catered event gross receipts. This commission is not permitted to be listed on the client invoice as a separate service or facility charge rather it must be built into the client's quoted food price.

This commission shall be paid to the County by the 5th of each month and accompanied with a summary statement outlining each catered event. Any discrepancies shall be resolved within five (5) days of original submission.

E.02.15. Audit Compliance

The successful Proposer shall participate in, and comply with, any internal and external quality assurance, and grievance procedures as a result of the services performed as described in this Request for Proposal.

The successful Proposer shall effectively work with the Manatee County Clerk of the Circuit Court (the "Clerk"), an independent constitutional office, who may, from time to time, determine certain requirements of Florida law must be met concerning the payment or collection of County funds. The successful Proposer shall work with the Clerk's office to ensure compliance with any such issues.

END SECTION E

PROPOSAL SIGNATURE FORM

REQUEST FOR PROPOSAL NO. 12-0544DR

Firm Name

Mailing Address:

Email

() _____
Telephone Number

City, State, Zip Code

The undersigned attests to his or her authority to submit this proposal and to bind the firm herein named to perform the services offered in a two party agreement. If the firm is selected by the County the undersigned certifies that he/she will negotiate in good faith to provide the selected services as may determined by the County which are detailed in this RFP #12-0544DR.

Signature

Witness Signature

Date: _____

Date: _____

Name and Title of Above Signer

Name and Title of Above Signer

Name and Title of Firm's Representative for Manatee County

Email for Firm's Representative for Manatee County

Telephone Number of Firm's Representative for Manatee County

||

ATTACHMENT "A"

PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES CERTIFICATION

**SWORN STATEMENT PURSUANT TO ARTICLE 6,
MANATEE COUNTY PURCHASING CODE**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to the Manatee County Board of County Commissioners by _____
[print individual's name and title]

_____ for _____
[print name of entity submitting sworn statement]

whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____

I understand that no person or entity shall be awarded or receive a county contract for public improvements, procurement of goods or services (including professional services) or a county lease, franchise, concession or management agreement, or shall receive a grant of county monies unless such person or entity has submitted a written certification to the County that it has not:

- (1) been convicted of bribery or attempting to bribe a public officer or employee of Manatee County, the State of Florida, or any other public entity, including, but not limited to the Government of the United States, any state, or any local government authority in the United States, in that officer's or employee's official capacity; or
- (2) been convicted of an agreement or collusion among bidders or prospective bidders in restraint of freedom of competition, by agreement to bid a fixed price, or otherwise; or
- (3) been convicted of a violation of an environmental law that, in the sole opinion of the County's Purchasing Director, reflects negatively upon the ability of the person or entity to conduct business in a responsible manner; or
- (4) made an admission of guilt of such conduct described in items (1), (2) or (3) above, which is a matter of record, but has not been prosecuted for such conduct, or has made an admission of guilt of such conduct, which is a matter of record, pursuant to formal prosecution. An admission of guilt shall be construed to include a plea of nolo contendere; or
- (5) where an officer, official, agent or employee of a business entity has been convicted of or has admitted guilt to any of the crimes set forth above on behalf of such and entity and pursuant to the direction or authorization of an official thereof (including the person committing the offense, if he is an official of the business entity), the business shall be chargeable with the conduct herein above set forth. A business entity shall be chargeable with the conduct of an affiliated entity, whether wholly owned, partially owned, or one which has common ownership or a common Board of Directors. For purposes of this Form, business entities are affiliated if, directly or indirectly, one business entity controls or has the power to control another business entity, or if an individual or group of individuals controls or has the power to control both entities. Indicia of control shall include, without limitation, interlocking management or ownership, identity of interests among family members, shared organization of a business entity following the ineligibility of a business entity under this Article, or using substantially the same management, ownership or principles as the ineligible entity.

Attachment "A" – continued

Any person or entity who claims that this Article is inapplicable to him/her/it because a conviction or judgment has been reversed by a court of competent jurisdiction, shall prove the same with documentation satisfactory to the County's Purchasing Director. Upon presentation of such satisfactory proof, the person or entity shall be allowed to contract with the County.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR MANATEE COUNTY IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT ANY CONTRACT OR BUSINESS TRANSACTION SHALL PROVIDE FOR SUSPENSION OF PAYMENTS, OR TERMINATION, OR BOTH, IF THE CONTRACTING OFFICER OR THE COUNTY ADMINISTRATOR DETERMINES THAT SUCH PERSON OR ENTITY HAS MADE FALSE CERTIFICATION.

[Signature]

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____ by _____

Personally known _____ OR Produced identification _____
[Type of identification]

Notary Public Signature My commission expires _____

[Print, type or stamp Commissioned name of Notary Public]

Signatory Requirement - In the case of a business entity other than a partnership or a corporation, this affidavit shall be executed by an authorized agent of the entity. In the case of a partnership, this affidavit shall be executed by the general partner(s). In the case of a corporation, this affidavit shall be executed by the corporate president.

ATTACHMENT B

Sample Menu

BREAKFAST:

- 1) **Continental-** Fruit(s), Coffee(s), Juice(s), Bread(s), Spread(s)
- 2) **Traditional Unmanned Buffet-** Egg Product(s), Meat Product(s), Starch, Bread(s), Fruit(s), Coffee, Juices
- 3) **Traditional Buffet with Station(s)-** Same as above with Omelet Station, Waffle Station etc...
- 4) **Table Side Service-** 3 choices (i.e. Eggs Benedict, Eggs Scrambled, Pancakes) Coffee, Juices

LUNCH/DINNER:

- 1) **Traditional Unmanned Buffet –** Cold Cuts, Assorted Breads/Rolls, Condiments, Salad(s), Water, Tea/Lemonade, or Assorted Soft Drinks
- 2) **Upscale Buffet with Station(s) -** Meat, Poultry, Seafood, Starch(s), Vegetable(s) Salad(s), Desert(s), Water, Tea/Lemonade, or Assorted Soft Drinks
- 3) **Table Side Service –** Salad, 3 Entrée choice(Meat, Poultry, Seafood) Starch, Vegetable, Dessert, Water, Tea/Lemonade, or Assorted Soft Drinks

LUNCH/ DINNER SALADS:

- 1) **Table Side Service –** Caesar or Traditional “topped” with Seafood, Meat, Poultry, Bread/Roll, Water, Tea/Lemonade, or Assorted Soft Drinks

Note: Menus and pricing must be based on 100 people either served at The Powel Crosley Estate or the Manatee Convention Center. The tables and chairs utilized by the customer (excluding prep, buffet, and serving tables) will come from County inventory and County staff will set, strike and invoice the customer. The above is an outline only and can be altered for creativity.

Attachment C

Kitchen Equipment at the Manatee Convention Center

Quantity	Equipment
5	Prep Tables - 10' x 30"
7	Speed Rack Carts
1	Oven- gas 30" with 25" Griddle
1	Oven- gas 30" with 6 gas burners
4	Oven- gas snorkel convection
1	Grill - 5' mobile gas
1	Griddle- 6' self contained
1	Tilt Skillet
1	Fryer- 3 tub
1	Steam Table- 6 deep wells
1	Mixer- Vulcan 1 speed
1	Food Processor - Hobart
1	Food Slicer- Berkel
1	Heat Lamp
6	Food Warming Cabinets
2	Kegeator coolers- 2 tap system
1	Freezer- Walk in
2	Coolers- walk in
6	Storage Racks- Mobile Stainless
1	Dishwasher- American Dish Service w/ Stainless tables and Sink