



1112 Manatee Avenue West
Bradenton, FL 34205
purchasing@mymanatee.org

Solicitation Addendum

Addendum No.: 1
Solicitation No.: RFP No. 20-R074254BLS
Solicitation Title: Catering / Alcohol Services
Addendum Date: October 15, 2020
Procurement Contact: Bonnie Sietman

RFP No. 20-R074254BLS Catering / Alcohol Services is amended as set forth herein. Responses to questions posed by prospective proposers are provided below. This addendum is hereby incorporated in and made a part of RFP No. 20-R074254BLS Catering / Alcohol Services.

QUESTIONS AND RESPONSES:

- Q1. Is this an opportunity to be the exclusive caterer or just one of several caterers?**
R1. Refer to Section C, Negotiation of the Agreement, Item C.03, Recommendation for Award.
- Q2. Do you anticipate extending the bid due date?**
R2. No.
- Q3. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?**
R3. Refer to Section B, Evaluation of Proposals.
- Q4. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?**
R4. No.
- Q5. Other than your own website, where was this bid posted?**
R5. This proposal was solicited on BidSync and through direct solicitation.
- Q6. I am requesting a public records request to receive the current contract for the Crosley catering agreement.**
R6. Current catering agreements are attached to this Addendum No. 1.

- Q7. Under Tab 2 Number 4 – it says supporting documents to be sent with the annual revenue over 100,000. Can you clarify what you mean by this documentation?**
R7. Proposer must provide an annual report.
- Q8. If we have been consistently on the venue list for any specific venue – would we just put a continual date of July 2015 – July 2016 and so forth?**
R8. Yes.
- Q9. Exhibit 2, Proposal Response Requirement, Tab 2 - Minimum Qualifications, Item No. 4g - Components – I am unclear as to what this refers to?**
R9. Proposer shall describe what types of events were provided for qualifying clients.
- Q10. We have a few letters of recommendation from various vendors/venues/etc. Is this suitable to also include and what tab should this be attached to?**
R10. Exhibit 2, Proposal Response Requirement, Tab 6 – Proposer(s) and Team’s Experience, Item No. 4.
- Q11. Clarification - We need for the past 5 years beginning in July 2015 – a total of 5 different venues/clients per year and the events have to be at least 5 – but can be more – totaling revenue of \$100,00 per year. Each year’s venues/clients can be different – for instance we can use Crosley, phillippi, ringling, and so forth one year, but we don’t have to keep the same every year?**
R11. Yes.
- Q12. What is the average guest count for each event?**
R12. Powel Crosley Estate - 100-120;
BACVB Convention Center - this facility is not included in the scope;
Premier Sports Complex - 200-300 depending on tent size, this is yet to be determined.
- Q13. Will we be allowed to cook at these venues?**
R13. Powel Crosley Estate – no kitchen facilities at this location;
BACVB Convention Center – this facility is not included in the scope;
Premier Sports Complex – no kitchen facilities at this location.
- Q14. What equipment is available for us to use at each venue?**
R14. Powel Crosley Estate – a hand washing station and an ice maker;
The Convention Center – this facility is not included in the scope;
Premier Sports Complex – no equipment provided.
- Q15. How many caterers will be awarded the bid?**
R15. Refer to Section C, Negotiation of the Agreement, Item C.03, Recommendation for Award.
- Q16. How will the events be evenly shared among the selected caterers?**
R16. The clients of the facilities shall make the selection from the list of in-house caterers.

Q17. What steps do we need to take to have a subcontractor approved by the city?

R17. Successful Proposer(s) shall obtain prior written approval by the County of all subcontractors prior to scheduled event.

Q18. Trash removal is listed as a requirement. Can we use the dumpsters on-site or will we be required to take the trash off-site?

R18. In-house caterers may use the dumpsters at the Crosley Estate; Premier Sports Complex is yet to be determined. The Convention Center is not included in the scope.

Q19. Can you provide more details on the cleaning requirements? Is there a janitorial staff at each venue that handles vacuuming, bathroom cleanliness and other routine venue related cleaning or will that be our responsibility?

R19. The in-house caterers will be required to clean up areas that have been used or set up in and shall include sweeping and mopping those areas. Overall facility cleaning is done by facility staff.

Q20. In this section, I just want to clarify what we would only be responsible for damages caused by our company and not damages that are caused by the Client. Property / Equipment Damage

1. Upon completion of the event services and tear down the Event Manager will inspect for any damages occurring during the event. Successful Proposer(s) will be responsible for all costs associated with these damages.

R20. In-house caterers will be responsible for damages done by their staff.

Q21. In this section; how many total events are we required to do at 10% plus cost and what is the average guest count for these events?

R21. Two – there is not a limitation on attendees, but it is typically under 50 guests.

Q22. How many events (on average) will be done for the county at 25% discount and what is the average guest count?

E. Each successful In-House Caterer Proposer(s) shall provide up to two (2) catering services for the Bradenton Area Convention and Visitors Bureau located at the Bradenton Area Convention Center, Crosley Estate or Premier Sports Campus as requested by the County as part of its in-house County activities. These will be “at cost plus 10%” (cost of the product and labor to prepare and serve the product plus 10%). No commission is due on these events. Other Manatee County Government Departments will receive 25% off menu or regular price. No commission is due on Manatee County Government hosted and paid for events.

R22. No specific number. Estimated at two or three each year and typically under 50 guests.

END OF ADDENDUM

NOTE:

Items that are ~~struck through~~ are deleted. Items that are underlined have been added or changed. All other terms and conditions remain as stated in the RFP.

INSTRUCTIONS:

Receipt of this addendum must be acknowledged as instructed in the solicitation document. Failure to acknowledge receipt of this Addendum may result in the response being deemed non-responsive.

AUTHORIZED FOR RELEASE



AGREEMENT No. 18-R068916AJ

CATERING SERVICES

between

**MANATEE COUNTY
(COUNTY)**

and

**MATTISON'S 41, LLC DBA
MATTISON'S CATERING
(CONTRACTOR)**

AGREEMENT FOR CATERING SERVICES

THIS AGREEMENT is made and entered into as of this 27th day of November, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **MATTISON'S 41 LLC, DBA MATTISON'S CATERING**, a Florida, Limited Liability Corporation, (“**CONTRACTOR**”) with offices located at 7275 S Tamiami Trail, Sarasota, Florida 34231, and duly authorized to conduct business in the State of Florida. COUNTY and CONTRACTOR are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, CONTRACTOR engages in the business of providing catering services; and

WHEREAS, COUNTY owns the Powel Crosley Estate located at 8374 N Tamiami Trail, Sarasota, Florida 34243 (Property); and

WHEREAS, COUNTY has determined that it is necessary, expedient and in its best interests to retain CONTRACTOR to render and perform catering services at Property; and

WHEREAS, this Agreement is a result of CONTRACTOR’S submission of a proposal in response to Request for Proposal No. 18-R068916AJ and COUNTY thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the COUNTY and CONTRACTOR, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide catering services to clients of the Property in accordance with the requirements in Exhibit A, Scope of Services.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and nine (9) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Compensation Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements
- Exhibit E** Proposal Response to RFP No. 18-R068916AJ
- Exhibit F** Federal Grants Special Conditions
- Exhibit G** Special Conditions
- Exhibit H** Crosley Kitchen Inventory List
- Exhibit I** Summary Worksheet

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following definitions:

- A. Contract Manager: Duly authorized representative of the Property serving as Manatee County primary contact in regard to the administration of this Agreement.
- B. Compensation: The amounts due to the COUNTY from CONTRACTOR.
- C. General Manager: CONTRACTOR's full-time staff person who oversees the operations at the Property.
- D. Gross Receipts: All monies paid or payable to or consideration of determinable value received by CONTRACTOR for sales made, transactions had, or for services rendered from all sources in the operation of this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by CONTRACTOR to a taxing authority and sales refunds may be excluded therefrom.
- E. Monthly Compensation Report: CONTRACTOR's report to the COUNTY that includes the total Automatic Clearinghouse (ACH) wire amount, the underlying compensation amounts which comprise it along with supporting documentation, the ACH conformation number and the settlement date.
- F. Subcontractor: A person or entity who has a direct contract with CONTRACTOR to perform work or provide services related to this Agreement. The term "Subcontractor" is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

ARTICLE 4. PURPOSE OF LICENSE AGREEMENT

- A. To enhance and promote Manatee County as a unique community and provide for the enjoyment of the use of the Property by its patrons, COUNTY hereby grants unto CONTRACTOR the right and privilege to provide catering services at the Property in accordance with the terms, conditions and limitations of this Agreement.
- B. This Agreement and the exclusive rights and privileges granted to CONTRACTOR hereunder for catering operations at Property, includes the sale of food and non-alcoholic and alcoholic beverages.
- C. Except as specifically provided for herein with respect to CONTRACTOR'S use of the Property under this Agreement, COUNTY shall, at all times, continue to retain and have the unqualified right to make any and all reasonable determinations concerning or relating to the

Property.

ARTICLE 5. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through one (1) years from the effective date unless terminated by COUNTY pursuant to Article 14, TERMINATION OF AGREEMENT, but not to exceed one (1) years.
- B. COUNTY reserves the right to extend the initial term of one (1) years for an additional four (4), one (1) year periods not to exceed a total of five (5) years.

ARTICLE 6. AUTHORIZED USES

- A. The Property shall be used by CONTRACTOR only for the purpose of catering services as described in Exhibit A, Scope of Services and for no other purposes without first obtaining the express written consent of COUNTY.
- B. The offering of products, services or advertising must be evaluated and pre-approved by COUNTY for appropriateness.
- C. CONTRACTOR acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. CONTRACTOR shall, with reasonable notice, permit COUNTY to conduct such activities at the Property. A representative of the CONTRACTOR shall be available for consultation if requested. At least 24-hour advance notice will be provided by COUNTY to CONTRACTOR whenever possible.
- D. Notwithstanding the forgoing, authorized COUNTY employees, representatives, contractors or agents reserve the right to inspect the Property and/or CONTRACTOR’S operations at any time with or without prior notice, at all times, for any COUNTY business reason.

ARTICLE 7. COMPENSATION

- A. As compensation to the County, CONTRACTOR shall pay Compensation to COUNTY as described in Exhibit B, Compensation Schedule. Compensation shall be paid to COUNTY by the tenth (10th) business day of the following month (Due Date) for the previous month's revenues, with interest accruing after the fifteen (15) calendar day of the month. Any discrepancies shall be resolved within five (5) days of original submission of Compensation for the respective month; and
- B. By the 10th business day of each month, CONTRACTOR shall pay Compensation to COUNTY in the form of percentage rent (Percentage Rent) based on Gross Receipts of CONTRACTOR’S operations during the immediate previous month. Unless otherwise specified in writing to the contrary, CONTRACTOR shall pay COUNTY Percentage Rent

equal to one and one-half percent (1.5%) of Gross Receipts. CONTRACTOR shall deliver, with its payment to COUNTY a statement of Gross Receipts and supporting documentation that confirms the total Gross Receipts.

- C. In addition to applicable sales tax, CONTRACTOR shall be solely responsible for any ad valorem, rental or similar taxes levied upon CONTRACTOR'S equipment or activities arising from this Agreement. CONTRACTOR shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. Upon COUNTY'S request, CONTRACTOR shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.
- D. In the event CONTRACTOR fails to pay COUNTY any Percentage Rent due under the provisions of this Agreement, interest at one and one-half percent (1.5 %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude COUNTY from terminating this Agreement for default, or pursue any other remedies as provided herein or by law. COUNTY'S acceptance of late payment of any fees shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by CONTRACTOR in the payment of any fees on the date the same shall be due and payable.

ARTICLE 8. COMPENSATION PAYMENTS

CONTRACTOR shall remit Monthly Compensation payments in the form of an Automatic Clearinghouse (ACH) remittance to the bank account of the Board of County Commissioners of Manatee County, Florida (preferred method), or by company check, on or before the due dates specified in Article 7, Compensation. CONTRACTOR shall provide the Monthly Compensation Report to COUNTY by mail or email to the COUNTY representative or designee specified in Article 26, NOTICES.

ARTICLE 9. CASH HANDLING REQUIREMENTS

- A. CONTRACTOR shall provide, operate and maintain point of sale computer systems to record all transactions. Daily Point of Sale (POS) system transactions shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the POS system shall be the responsibility of CONTRACTOR. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.
- B. All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. CONTRACTOR shall provide sales receipts to customers for all goods and services sold. No register or device in

which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

- C. Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.
- D. All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices provided by CONTRACTOR.

ARTICLE 10. MAINTENANCE OF RECORDS; REPORTS, AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to ensure proper accounting of funds and compliance with the provisions of this Agreement. CONTRACTOR shall maintain record of all monies collected by CONTRACTOR in its operations under this Agreement.
- B. CONTRACTOR shall provide a monthly statement of income and Gross Receipts, in a form acceptable to the COUNTY. The report shall be applicable to the month for which payment is being made. This report shall be signed by the Treasurer, President or CEO of CONTRACTOR certifying to the accuracy of the report and gross receipts.
- C. At the COUNTY'S discretion and direction, CONTRACTOR shall, at its own expense within 60 days of the first anniversary of the execution of this Agreement, every other year thereafter until termination of the Agreement, and within 60 days of termination of this Agreement:
 - 1. Engage an independent certified public accountant to conduct an audit of its books and records related to this Agreement for the most recent calendar year utilizing the standards promulgated in the Generally Accepted Auditing Standards by the Auditing Standards Board of the American Institute of Certified Public Accountants and provide the results of such audit to the COUNTY;
OR
 - 2. Engage an independent certified public accountant to provide a financial statement and letter to the COUNTY which, at a minimum, shall include the results of its review of CONTRACTOR'S books and records, canceled checks, invoices and budgets from the most recent calendar year.
- D. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S revenues. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance

of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third-party, CONTRACTOR must obtain them from that third-party or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- E. CONTRACTOR shall obtain any licenses required for its operations and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 11. BUILDINGS, STRUCTURES, EQUIPMENT, MAINTENANCE AND IMPROVEMENTS

- A. CONTRACTOR shall take responsibility for the Property in an as-is condition.
- B. CONTRACTOR represents that prior to signing this Agreement, it has inspected all buildings and structures, including any utilities, fixtures and equipment thereon, and confirms it is fully familiar with their condition and accepts same "as is" for the purposes of performing under this Agreement. Further, CONTRACTOR shall protect said buildings and structures, including any utilities, fixtures and equipment through its exercise of continual maintenance and security.
- C. Except for the equipment and assets listed in Exhibit H, Fixed Assets Listing, which shall be updated annually and is the official Manatee County inventory listing maintained by the office of the Clerk of Circuit Court, CONTRACTOR shall provide all equipment required to perform under this Agreement. CONTRACTOR shall bear the cost of all charges and expenses related to any and all maintenance of all equipment and improvements as shall be necessary for CONTRACTOR'S performance of this Agreement. CONTRACTOR understands and agrees that COUNTY fixtures and equipment are not to be removed from the Property.
- D. CONTRACTOR agrees that the assets listed in Exhibit G, Fixed Assets Listing, constitute the entire group of COUNTY equipment and assets over which it has been given custody and control by virtue of the Agreement. CONTRACTOR further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than \$1,000. When COUNTY equipment is past its useful life, it will be returned to the COUNTY for disposal. Notwithstanding the foregoing, CONTRACTOR shall notify the COUNTY of any lost or stolen property. In turn, COUNTY shall provide CONTRACTOR a minimum of thirty

(30) days advanced notice in which to locate any lost or stolen item prior to being required to replace or reimburse the lost or stolen item(s).

- E. So long as this Agreement shall be in effect, CONTRACTOR shall, except as otherwise provided herein, maintain the buildings and structures in good order and repair with no signs of visual or structural damage. Further, CONTRACTOR shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or mechanical damage.
- F. All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other codes.
- G. All maintenance, service, and inspections of equipment and facilities shall be completed by trained personnel and in compliance with manufacturer guidelines and state and local laws, as applicable.
- H. CONTRACTOR will maintain records of all equipment and facility maintenance and inspections completed. These records, along with all third-party maintenance contracts, will be made available to COUNTY upon request.
- I. COUNTY's obligation to provide structural repairs is limited to providing Americans for Disabilities Act compliance for the buildings, or for the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical systems within such foundation, walls and roof.

ARTICLE 12. CONTRACTOR'S PRODUCTS, OPERATIONS AND SERVICES

- A. OPERATIONS: CONTRACTOR shall operate at the Property in compliance with the terms and conditions of this Agreement. CONTRACTOR shall offer high quality, competitively priced products. The sale of tobacco products and alcoholic beverages is strictly prohibited.
- B. EQUIPMENT: CONTRACTOR shall arrange for all procurement of all supplies, equipment, and services as deemed necessary and normal in the ordinary course of its operations at the Property. CONTRACTOR shall furnish and maintain, at its sole cost, all equipment, fixtures, and furnishings necessary to conduct the business permitted hereunder. At the termination or expiration of this Agreement, CONTRACTOR shall own such equipment, furnishings and fixtures it has procured and remove such equipment, furnishings and fixtures within 30 days of termination.
- C. ADVERTISING; CONTRACTOR shall not use the Manatee County name or logos for marketing and promoting its products.
- D. PRODUCTS: CONTRACTOR shall provide COUNTY with a list of any changes in the products or services it offers or the maximum price that will be charged for each product or

service. CONTRACTOR acknowledges that COUNTY shall be entitled to set price ceilings on products and services CONTRACTOR sells at the Property. Any such product/service or pricing changes must be approved by the Contract Manager in writing. CONTRACTOR shall not sell any products that, in the opinion of COUNTY, pose a safety or health hazard or are inappropriate for sale or display in a publicly owned property and/or facility.

- E. DISCOUNTED PRODUCTS: CONTRACTOR shall not extend credit, free products or services, or any discount to any COUNTY employee or official that is not available to the general public.
- F. SIGNAGE: CONTRACTOR shall provide signage, as approved by COUNTY, advertising its catering operations.
- G. CONTROL OF PROPERTY: CONTRACTOR shall not rent out or otherwise allow the Property to be occupied by or under the control of any third-party person, group or entity, without express prior written approval of COUNTY.
- H. BUSINESS OPERATIONS: CONTRACTOR shall not conduct any business or activity on the licensed premises, which is not authorized by this Agreement. It is expressly understood and agreed that CONTRACTOR'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Property. CONTRACTOR agrees that a determination by COUNTY will be accepted as final in evaluating CONTRACTOR'S activities that unreasonably infringe on the rights of others and that CONTRACTOR will fully comply with any such decisions.

ARTICLE 13. ENVIRONMENTAL RESPONSIBILITY

- A. LAND RESOURCES. CONTRACTOR shall at all times comply with all laws, rules, policies or standards concerning the environment or protection of natural resources with respect to CONTRACTOR'S operations. CONTRACTOR shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management, and environmental monitoring of chemicals, pesticides and fuel.
- B. GREEN PURCHASING: COUNTY encourages the implementation of environmentally sustainable measures, such as recycling, as well as buying and utilizing 'green' products. Whenever possible for all aspects of the operation, CONTRACTOR must incorporate such measures into its operations to support environmental sustainability.

ARTICLE 14. TERMINATION OF AGREEMENT

- A. TERMINATION FOR CAUSE:
 - 1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and

conditions of this Agreement, to include failure to operate in a manner that complies with the specifications herein or that fail to meet COUNTY'S performance standards;

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. Upon receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop operations on the date and to the extent specified; and
 - b. Terminate and settle all orders and subcontracts relating to the operations.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall provide payment to COUNTY of which it is entitled for revenues generated under this Agreement prior to termination, plus any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement.

ARTICLE 15. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition

services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 16. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 17. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to COUNTY.

D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Manatee County

Attn: Records Manager

1112 Manatee Avenue West

Bradenton FL 34205

ARTICLE 18. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 20. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 21. COMPLIANCE WITH LAWS

CONTRACTOR'S operations pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 22. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee,

or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability, age or sexual orientation, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color, sex, creed, national origin, disability, age, or sexual orientation. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third-parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third-party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 25. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working

solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 26. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government,
 Bradenton Area Convention & Visitors Bureau
 Attn: Director
 One Haben Boulevard
 Bradenton, FL 34205
 Phone: (941) 722.3244 EXT 3962

To CONTRACTOR: Mattison's Catering
 Attn: Paul Mattison
 7275 S. Tamiami Trail
 Sarasota, FL 34231
 chefpaul@mattisons.com
 Phone: (941) 350-2284

ARTICLE 27. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-consultants of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with the Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 28. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 29. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 30. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 31. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 32. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All Articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 33. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR's normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is

responsible for the payment of same under applicable law, including any sales taxes due on rent of COUNTY Property.

ARTICLE 34. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. This Article does not exempt CONTRACTOR from the payment of all rents and other fees due to the COUNTY for use of the Property.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 35. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 36. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 37. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 38. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third-party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation,

partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 39. ENTIRE AGREEMENT; AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 40. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

MATTISON'S 41 LLC

By: _____

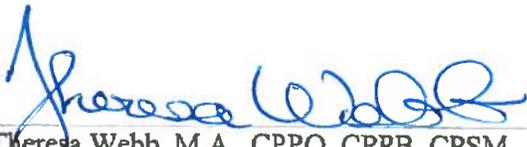


Paul Mattison, Owner
Print Name & Title of Above Signer

Date: November 20, 2018

MANATEE COUNTY, a political subdivision of the State of Florida

By: _____



Theresa Webb, M.A., CPPO, CPPB, CPSM,
C.P.M., Procurement Official.

Date: 11/27/2018

**EXHIBIT A
SCOPE OF SERVICES
POWEL CROSLY ESTATE**

A.01. SCOPE

The scope of catering services shall include all areas of service typically offered in a first-class catering services, i.e., table side service, buffet, tapas, themed events for the Powel Crosley Estate clients, and any in-house COUNTY sponsored events.

Contractor shall provide all labor, supervision, equipment, insurance, incidentals necessary to provide on-site catering services to County clients, their customers, and exhibitors at the CROSLY, located at 8374 N Tamiami Trail, Sarasota, Florida.

The services include shall include the purchase, preparation, sales/marketing, and service of food, non-alcoholic and alcoholic beverages and other related food items for COUNTY catered and non-catered events at the CROSLY. The CONTRACTOR shall meet with all potential and current clients to review and to offer suggestions for their food service needs. The CONTRACTOR shall coordinate all services with the COUNTY and its clients.

A.02. GENERAL REQUIREMENTS

Contractor shall provide the following requirements and be responsible for all aspects of the food service operation including, but not limited to:

- A. Prepare and serve food and beverages in all areas of the CROSLY.
- B. Assign a qualified representative to answer questions relating to the food service operation from clients and prospective clients of the County. This representative shall attend weekly meetings with the CROSLY team to review upcoming events. Meetings shall be in person or by phone and schedule at the COUNTY's discretion.
- C. Meet directly with the County clients and/or County BACVB staff to develop menus and style of service for events.
- D. Set-up and clean-up of all the buffets and beverage stations, linens, centerpieces, decor, flatware, dishes, glassware and condiments.
- E. Provide the covering and draping of tables, placing of decorations, (e.g., flags, balloons, drapes, flowers, wedding favors, table stands with numbers) on tables, cleaning and removing of all service ware and decor, tablecloths, and draping at the completion of the function in areas where food service functions are held.
- F. Provide decorations and signage for coffee service, food stations, buffets, and other service stations to deliver a five-star atmosphere.

- G. Deliver and dispense food, beverages, supplies, and other articles for temporary set ups and portable carts.
- H. Provide and clean items required for event water services including, but not limited to: water pitchers, trays, ice, and glasses.
- I. Set up and supply the water service for all tables and lecterns during a meeting or event as require by a client.
- J. Provide all necessary equipment to properly accept product deliveries as well as transporting products between CROSLEY. NOTE: Contractor 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.
- K. Comply with all OSHA and ADA requirements as well as all federal, State and local laws, regulations and ordinances.
- L. Maintain all food service at the CROSLEY and it occupies in a clean and sanitary condition in accordance with, and consistent with, all applicable rules and requirements of law, pertinent health and sanitation codes, and the requirements of duly authorized Health Authorities having jurisdiction. The County shall determine acceptable performance levels relative to maintenance and sanitation conditions.
- M. Provide a copy of all health inspections to the County within twenty-four (24) hours of said inspections.

A.03. SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to:

- A. Providing services and representing the County in a professional manner.
- B. Ensure all food and beverage sales and services are conducted and operated within the rules and regulations provided herein.
- C. Operating the spaces designated in the CROSLEY for the services of food and beverage in a manner consistent with convenience and safety of the public and event management during designated County events.
- D. Employing a highly skilled professional, management staff possessing the necessary experience and expertise to provide the overall management of a high-quality catering service.
- E. At no time will any employee of the Contractor allow free entrance to the Facility by any person who is not an employee of the Facility or the Contractor or client.
- F. Obtaining prior approval by the County of all subcontractors.

A.04. TECHNICAL REQUIREMENTS

Contractor shall adhere to the following technical requirements in the provision of services:

A. Employee Attire

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the CONTRACTOR. All employees shall wear a

name identification tag at all times while on duty. Additionally, it shall be the responsibility of the CONTRACTOR to ensure that all employees meet minimum hygiene and appearance standards

B. Serving of Alcoholic Beverages

The Contractor shall provide the following:

1. Exercise total independent, prudent, and reasonable experienced judgment in the service of alcoholic beverages; and
2. Use **extreme** care to ensure that no alcoholic beverages are sold to minors.
3. Use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
4. Provide the documented alcohol training of all staff as required to the County.

C. Inventory

The County will provide minimal existing inventory kitchen preparation and service equipment as outlined on Exhibit 5, Crosley Equipment List. All such equipment will remain the property of the County and must not be loaned or removed from the CROSLEY. No modifications or alterations may be made to this equipment without the express written approval of the County.

D. Menu and Signage

1. Menus shall be typed or professionally printed.
2. No hand-written menus or signs shall be allowed.
3. Contractor shall post and display all menu items and prices for permanent and portable stands.
4. Contractor shall provide State of the Art menu boards graphic signage wherever required.
5. Signs shall be consistent, professional, and approved by the County prior to displaying.

E. Equipment

The Contractor shall install and remove at the end of each function the following equipment which includes, but is not limited to:

1. Cash registers, sales slips, invoicing machines, and other automated accounting equipment; or
2. Devices required to record the gross receipts on all sales properly and accurately, by event, by type, by services, and any other business transactions made by the Contractor under the resulting agreement relating to any cash event or operating the concessions for the County during pre-determined larger events.

F. Utilities

The County shall provide the following utilities:

1. Telephone service
2. Electricity

3. Natural gas
4. Air conditioning, heat, water, and sewer
5. One (1) eight (8) yard dumpster

Any added utility capacities, telephone services and/or outlets beyond those provided, the cost of such installation and hookups shall be the responsibility of the successful Proposer.

G. Permits

The Contractor 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 services described herein.

H. Designated Space

The Contractor shall have designated space in the during the event/function only:

1. CROSLEY Receiving Dock Area
2. CROSLEY Kitchen
3. Staff parking spaces at the CROSLEY on a first-come-first serve basis.
4. Walkin cooler

All items belonging to the Contractor are to be removed at the end of the contracted event/function.

I. Maintenance and Clean-up

The Contractor shall:

1. Be responsible for keeping clean, covered, polished, and in good repair all equipment owned by the County and utilized by the Contractor.
2. Be required to operate all food service related equipment in accordance with manufacturers' recommendations.
3. Maintain all food and beverage service at the CROSLEY in a clean and sanitary condition in accordance with, 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.
4. Maintain, on a continuing basis and in a sanitary and clean manner, the receiving dock area where food and beverages are delivered and ensure the dock area is free and clear of any items. Dock area cannot be used to store items as it is also utilized by County staff, clients, and County suppliers.
5. 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.

A.05. Financial Transaction

The Contractor shall be responsible for providing the following:

A. Monthly Invoices and reports

Invoicing the client and collect payment directly from the client and provide the County an agreed upon commission percentage of all catered event gross

receipts (Gross Receipts shall be defined as all revenues excluding any sales tax). This commission amount 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. The commission percentage of Gross Receipts shall be paid to the County by the 10th of each month and accompanied by a summary statement outlining each catered event along with a copy of the final client paid invoice. Any discrepancies shall be resolved within five (5) days of original submission.

B. Audit Compliance

The Contractor shall participate and comply with any internal and external quality assurance and grievance procedures as a result of the services performed and as described in this Request for Proposal. The Contractor shall 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 Contractor shall work with the Clerk's office to ensure compliance with any such issues.

A.06. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

The Contractor must meet and maintain the following PCI Compliance standards:

- A. Must conduct the required security assessments and remain PCI compliant for the term of the Agreement.
- B. Must provide verification to the County on an annual basis of its continued compliance with the PCI Security Standards Council.
- C. Notify the County within 48 hours of discovery of any security breach.

END OF EXHIBIT A

EXHIBIT "B"
POWEL CROSLY ESTATE
PAYMENTS TO THE COUNTY

For Catering Services: The CONTRACTOR shall remit monthly payments to the COUNTY of twelve percent (12%) of the total gross receipts less sales taxes of all events (not including alcohol, or In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

For Alcohol Services: The CONTRACTOR shall remit monthly payments to the COUNTY of twenty (20%) of the total gross receipts less sales taxes of all events, (not including In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

For CONTRACTOR Self-Promotion Events: The CONTRACTOR shall remit monthly payments to the COUNTY of twelve (12%) of the total gross receipts less sales taxes of all events. The rental cost for location shall be 75% off the regular rental cost (includes cost for utilities and COUNTY staff on duty).

1. The Month End Billing and Payment Summary Statement shall be included, with the above monthly payments, along with a copy of the CONTRACTOR'S receipts and shall be submitted to the BACVB on or before the fifth (5th) of each month for the previous month. In the event CONTRACTOR fails to pay COUNTY any of the fees or charges due under the provisions of this AGREEMENT, interest at one and one-half percent (1 ½ %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this AGREEMENT for default or from pursuing any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this AGREEMENT in the event of any subsequent default by CONTRACTOR in the payment of any fees or charges on the date the same shall be due and payable.
2. CONTRACTOR shall remit monthly payments to for the Powel Crosley Estate to the BACVB Finance Office in the form of a check or credit Card payable to the Manatee County Board of County Commissioners.
3. Any In-House COUNTY sponsored event shall receive a thirty-five percent (35%) discount off the regular set menu pricing and is not subject to commission payment.

4. The CONTRACTOR may use BACVB staff to set up buffet tables, beverage tables, or any other table needed to provide food service at a cost of \$18.00 per hour straight labor fee.
5. Catering services funded by Grant monies (and identified as such by the BACVB) are to be invoiced to the COUNTY. Payment will be processed from the COUNTY (minus appropriate commission).

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Sarasota

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Paul Mattison, as [INSERT TITLE] owner of [INSERT SUPPLIER NAME] Mattison's AI LLC, with full authority to bind (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

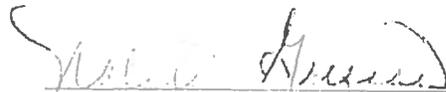
(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 18-R068916AJ for Catering Services.

DATED this 20 day of November, 2018.


Signature

The foregoing instrument was sworn to and acknowledged before me this 20 day of November, 2018, by Paul Mattison, as owner of Mattison's AI LLC. He/she is personally known to me or has produced _____ as identification.


Notary Public, State of Florida at Large

Commission No. _____



Natalie Grisard
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF927757
Expires 10/14/2019

EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ <u>1,000,000</u> Personal and Advertising Injury Liability • \$ <u>50,000</u> Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u> Third-party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit •
<p>4. <input checked="" type="checkbox"/> Worker's</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all

<p>Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

<p>(E&O) Liability Insurances</p>	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
<p>9. <input type="checkbox"/> Builder's Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Security Breach Liability • \$ _____ Security Breach Expense Each Occurrence • \$ _____ Security Breach Expense Aggregate • \$ _____ Replacement or Restoration of Electronic Data • \$ _____ Extortion Threats • \$ _____ Business Income and Extra Expense • \$ _____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a \$1,000,000

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input checked="" type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$10,000 Medical Expense, and • \$ _____ Third-party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

<u>BOND REQUIREMENTS</u>	
<p>1. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$ _____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

<p>2. <input type="checkbox"/> Payment and Performance Bond</p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>
--	---

[Remainder of page intentionally left blank]

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
 - d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 - e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
 - f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 - g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.

V. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", within ten (10) calendar days after issuance of notice of intent to award.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

CONTRACTOR

Name: Mattisons 41, LLC Date: November 20, 2018

Authorized Signature: 

Print Name: Paul Mattison

Insurance Agency: Roberts Insurance Group

Agent Name: Blake Roberts Agent Phone: 941-485-5686

Surety Agency: Work Camp Specialists Insurance Agency

Surety Name: Kiana Costivar Surety Phone: 800-508-9126

Please return this completed and signed statement with your agreement.

EXHIBIT E
PROPOSAL RESPONSE TO RFP NO. 18-R068916AJ

Proposal response to RFP No. 18-R068916AJ submitted by Mattison is hereby incorporated into the Agreement by this reference.

EXHIBIT F
FEDERAL GRANTS SPECIAL CONDITIONS

Exhibit F
Special Provisions –Federal Grants

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFP in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from

tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
 2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
 4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFP prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
 3. The cost plus a percentage of cost method will not be used.

[Remainder of page intentionally left blank]

FORM 1
CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS
RFP No. 18-R068916AJ , On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations Issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

Mattison's Catering
Firm Name (print)

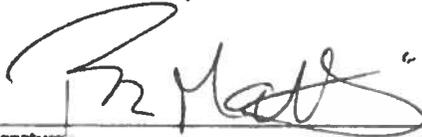
[Signature] 8.20.18
Signature Date

Chef Paul Mattison / Owner
Printed Name and Title

FORM 2
DEBARMENT AND SUSPENSION
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."



8.20.18

Signature

Date

Chef Paul Mattison / Owner

Printed Name and Title

Mattisons Catering

Printed Firm Name

FORM 3
Byrd Anti-Lobbying Amendment
RFP No. 18-068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352



8.20.18

Signature

Date

Chef Paul Mattison / Owner

Printed Name and Title

Mattison's Catering

Printed Firm Name

FORM 4
MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

Pursuant to C.F.R. 200.321 successful Proposer, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. Mattison's Catering

Address. 7275 S. Tamiami

County. Sarasota State. FL Zip. 34231

 Owner

Signature Title
Chef Paul Mattison 8.20.18
Printed Name Date

EXHIBIT "G"
SPECIAL CONDITIONS

1. Payments shall remain firm for the first twelve (12) month base AGREEMENT term. Compensation after the annual anniversary date may be renegotiated by either party which may include the adjustment of the percentage rate paid to the COUNTY on total gross of all sales less sales tax on revenue, a lump sum monthly payment or a combination of both, or any revised compensation.

2. Crosley

In-House Caterers for Powel Crosley Estate will be allowed to join the off-site caterers list at the BACC with no sign-up fee.

3. BACC and CROSLEY (Both facilities)

Referral commission – BACC or Crosley Estate will receive a 12% commission on a referral event to an in-house caterers existing restaurant or banquet hall. The event must be holding an event at either the BACC or Powel Crosley Estate and be directed by the facility sales staff directly to the in-house catering representative. Example events would be: a Crosley wedding contracting their rehearsal dinner at an in-house caterer off-site property as the result of a direct referral; a conference at BACC wanting an off-site meal and is referred to the in-house caterer's off-site property.

4. In-house caterers are not permitted to ask, force or insist potential clients to share other quotes for services from the other in-house caterers. Any unfair competition between caterers or heavy-handed sales tactics which produce unfavorable results to the customer as determined by Crosley Management will result in the immediate termination of this agreement.

**EXHIBIT H
CROSLEY KITCHEN INVENTORY**

353	Flute Glasses
545	Wine Glasses
1000	Collins Glasses
447	Rocks Glasses
45	Wine Carafe
15	Water Pitcher
11	Small Ice Scoop
27	Store N Pour
17	Jigger
100	Liquor Pourers
3	Can Opener
4	Bottle Opener
5	Napkin Bar Caddy
6	Muller
4	Serving Tray
7	Cocktail Tray
9	Bus Tub
2	Champagne Ice Bucket w/Stand
2	Lager Beer Cart
1	Small Beer Cart
3	Ice Bins



AGREEMENT No. 18-R068916AJ

CATERING SERVICES

between

**MANATEE COUNTY
(COUNTY)**

and

**MILAN CATERING AND EVENT DESIGN, LLC
(CONTRACTOR)**

AGREEMENT FOR CATERING SERVICES

THIS AGREEMENT is made and entered into as of this 21st day of November, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **MILAN CATERING AND EVENT DESIGN, LLC**, a Florida, Limited Liability Corporation, (“**CONTRACTOR**”) with offices located at 4141 S. Tamiami Trail #3, Sarasota, FL 34231, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, **CONTRACTOR** engages in the business of providing catering services; and

WHEREAS, **COUNTY** owns the Powel Crosley Estate located at 8374 N Tamiami Trail, Sarasota, Florida 34243 (Property); and

WHEREAS, **COUNTY** has determined that it is necessary, expedient and in its best interests to retain **CONTRACTOR** to render and perform catering services at Property; and

WHEREAS, this Agreement is a result of **CONTRACTOR**’S submission of a proposal in response to Request for Proposal No. 18-R068916AJ and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide catering services to clients of the Property in accordance with the requirements in Exhibit A, Scope of Services.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and nine (9) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Compensation Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements
- Exhibit E** Proposal Response to RFP No. 18-R068916AJ
- Exhibit F** Federal Grants Special Conditions
- Exhibit G** Special Conditions
- Exhibit H** Crosley Kitchen Inventory List
- Exhibit I** Summary Worksheet

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following definitions:

- A. Contract Manager: Duly authorized representative of the Property serving as Manatee County primary contact in regard to the administration of this Agreement.
- B. Compensation: The amounts due to the COUNTY from CONTRACTOR.
- C. General Manager: CONTRACTOR's full-time staff person who oversees the operations at the Property.
- D. Gross Receipts: All monies paid or payable to or consideration of determinable value received by CONTRACTOR for sales made, transactions had, or for services rendered from all sources in the operation of this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by CONTRACTOR to a taxing authority and sales refunds may be excluded therefrom.
- E. Monthly Compensation Report: CONTRACTOR's report to the COUNTY that includes the total Automatic Clearinghouse (ACH) wire amount, the underlying compensation amounts which comprise it along with supporting documentation, the ACH conformation number and the settlement date.
- F. Subcontractor: A person or entity who has a direct contract with CONTRACTOR to perform work or provide services related to this Agreement. The term "Subcontractor" is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

ARTICLE 4. PURPOSE OF LICENSE AGREEMENT

- A. To enhance and promote Manatee County as a unique community and provide for the enjoyment of the use of the Property by its patrons, COUNTY hereby grants unto CONTRACTOR the right and privilege to provide catering services at the Property in accordance with the terms, conditions and limitations of this Agreement.
- B. This Agreement and the exclusive rights and privileges granted to CONTRACTOR hereunder for catering operations at Property, includes the sale of food and non-alcoholic and alcoholic beverages.
- C. Except as specifically provided for herein with respect to CONTRACTOR'S use of the Property under this Agreement, COUNTY shall, at all times, continue to retain and have the unqualified right to make any and all reasonable determinations concerning or relating to the

Property.

ARTICLE 5. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY (“Effective Date”). This Agreement shall remain in force through one (1) years from the effective date unless terminated by COUNTY pursuant to Article 14, TERMINATION OF AGREEMENT, but not to exceed one (1) years.
- B. COUNTY reserves the right to extend the initial term of one (1) years for an additional four (4), one (1) year periods not to exceed a total of five (5) years.

ARTICLE 6. AUTHORIZED USES

- A. The Property shall be used by CONTRACTOR only for the purpose of catering services as described in Exhibit A, Scope of Services and for no other purposes without first obtaining the express written consent of COUNTY.
- B. The offering of products, services or advertising must be evaluated and pre-approved by COUNTY for appropriateness.
- C. CONTRACTOR acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. CONTRACTOR shall, with reasonable notice, permit COUNTY to conduct such activities at the Property. A representative of the CONTRACTOR shall be available for consultation if requested. At least 24-hour advance notice will be provided by COUNTY to CONTRACTOR whenever possible.
- D. Notwithstanding the forgoing, authorized COUNTY employees, representatives, contractors or agents reserve the right to inspect the Property and/or CONTRACTOR’S operations at any time with or without prior notice, at all times, for any COUNTY business reason.

ARTICLE 7. COMPENSATION

- A. As compensation to the County, CONTRACTOR shall pay Compensation to COUNTY as described in Exhibit B, Compensation Schedule. Compensation shall be paid to COUNTY by the tenth (10th) business day of the following month (Due Date) for the previous month's revenues, with interest accruing after the fifteen (15) calendar day of the month. Any discrepancies shall be resolved within five (5) days of original submission of Compensation for the respective month; and
- B. By the 10th business day of each month, CONTRACTOR shall pay Compensation to COUNTY in the form of percentage (Percentage Rent) based on Gross Receipts of CONTRACTOR’S operations during the immediate previous month. Unless otherwise specified in writing to the contrary.

- C. In addition to applicable sales tax, CONTRACTOR shall be solely responsible for any ad valorem, rental or similar taxes levied upon CONTRACTOR'S equipment or activities arising from this Agreement. CONTRACTOR shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. Upon COUNTY'S request, CONTRACTOR shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.
- D. In the event CONTRACTOR fails to pay COUNTY any Percentage Rent due under the provisions of this Agreement, interest at one and one-half percent (1.5 %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude COUNTY from terminating this Agreement for default, or pursue any other remedies as provided herein or by law. COUNTY'S acceptance of late payment of any fees shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by CONTRACTOR in the payment of any fees on the date the same shall be due and payable.

ARTICLE 8. COMPENSATION PAYMENTS

CONTRACTOR shall remit Monthly Compensation payments in the form of an Automatic Clearinghouse (ACH) remittance to the bank account of the Board of County Commissioners of Manatee County, Florida (preferred method), or by company check, on or before the due dates specified in Article 7, Compensation. CONTRACTOR shall provide the Monthly Compensation Report to COUNTY by mail or email to the COUNTY representative or designee specified in Article 26, NOTICES.

ARTICLE 9. CASH HANDLING REQUIREMENTS

- A. CONTRACTOR shall provide, operate and maintain point of sale computer systems to record all transactions. Daily Point of Sale (POS) system transactions shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the POS system shall be the responsibility of CONTRACTOR. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.
- B. All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. CONTRACTOR shall provide sales receipts to customers for all goods and services sold. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

- C. Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.
- D. All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices provided by CONTRACTOR.

ARTICLE 10. MAINTENANCE OF RECORDS; REPORTS, AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to ensure proper accounting of funds and compliance with the provisions of this Agreement. CONTRACTOR shall maintain record of all monies collected by CONTRACTOR in its operations under this Agreement.
- B. CONTRACTOR shall provide a monthly statement of income and Gross Receipts, in a form acceptable to the COUNTY. The report shall be applicable to the month for which payment is being made. This report shall be signed by the Treasurer, President or CEO of CONTRACTOR certifying to the accuracy of the report and gross receipts.
- C. At the COUNTY'S discretion and direction, CONTRACTOR shall, at its own expense within 60 days of the first anniversary of the execution of this Agreement, every other year thereafter until termination of the Agreement, and within 60 days of termination of this Agreement:
 - 1. Engage an independent certified public accountant to conduct an audit of its books and records related to this Agreement for the most recent calendar year utilizing the standards promulgated in the Generally Accepted Auditing Standards by the Auditing Standards Board of the American Institute of Certified Public Accountants and provide the results of such audit to the COUNTY;
OR
 - 2. Engage an independent certified public accountant to provide a financial statement and letter to the COUNTY which, at a minimum, shall include the results of its review of CONTRACTOR'S books and records, canceled checks, invoices and budgets from the most recent calendar year.
- D. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S revenues. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary. COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third-party, CONTRACTOR must obtain them from that third-party or certify in writing to COUNTY why it was unable to do so.

CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- E. CONTRACTOR shall obtain any licenses required for its operations and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 11. BUILDINGS, STRUCTURES, EQUIPMENT, MAINTENANCE AND IMPROVEMENTS

- A. CONTRACTOR shall take responsibility for the Property in an as-is condition.
- B. CONTRACTOR represents that prior to signing this Agreement, it has inspected all buildings and structures, including any utilities, fixtures and equipment thereon, and confirms it is fully familiar with their condition and accepts same "as is" for the purposes of performing under this Agreement. Further, CONTRACTOR shall protect said buildings and structures, including any utilities, fixtures and equipment through its exercise of continual maintenance and security.
- C. Except for the equipment and assets listed in Exhibit H, Fixed Assets Listing, which shall be updated annually and is the official Manatee County inventory listing maintained by the office of the Clerk of Circuit Court, CONTRACTOR shall provide all equipment required to perform under this Agreement. CONTRACTOR shall bear the cost of all charges and expenses related to any and all maintenance of all equipment and improvements as shall be necessary for CONTRACTOR'S performance of this Agreement. CONTRACTOR understands and agrees that COUNTY fixtures and equipment are not to be removed from the Property.
- D. CONTRACTOR agrees that the assets listed in Exhibit G, Fixed Assets Listing, constitute the entire group of COUNTY equipment and assets over which it has been given custody and control by virtue of the Agreement. CONTRACTOR further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than \$1,000. When COUNTY equipment is past its useful life, it will be returned to the COUNTY for disposal. Notwithstanding the foregoing, CONTRACTOR shall notify the COUNTY of any lost or stolen property. In turn, COUNTY shall provide CONTRACTOR a minimum of thirty (30) days advanced notice in which to locate any lost or stolen item prior to being required to replace or reimburse the lost or stolen item(s).

- E. So long as this Agreement shall be in effect, CONTRACTOR shall, except as otherwise provided herein, maintain the buildings and structures in good order and repair with no signs of visual or structural damage. Further, CONTRACTOR shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or mechanical damage.
- F. All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other codes.
- G. All maintenance, service, and inspections of equipment and facilities shall be completed by trained personnel and in compliance with manufacturer guidelines and state and local laws, as applicable.
- H. CONTRACTOR will maintain records of all equipment and facility maintenance and inspections completed. These records, along with all third-party maintenance contracts, will be made available to COUNTY upon request.
- I. COUNTY's obligation to provide structural repairs is limited to providing Americans for Disabilities Act compliance for the buildings, or for the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical systems within such foundation, walls and roof.

ARTICLE 12. CONTRACTOR'S PRODUCTS, OPERATIONS AND SERVICES

- A. OPERATIONS: CONTRACTOR shall operate at the Property in compliance with the terms and conditions of this Agreement. CONTRACTOR shall offer high quality, competitively priced products. The sale of tobacco products and alcoholic beverages is strictly prohibited.
- B. EQUIPMENT: CONTRACTOR shall arrange for all procurement of all supplies, equipment, and services as deemed necessary and normal in the ordinary course of its operations at the Property. CONTRACTOR shall furnish and maintain, at its sole cost, all equipment, fixtures, and furnishings necessary to conduct the business permitted hereunder. At the termination or expiration of this Agreement, CONTRACTOR shall own such equipment, furnishings and fixtures it has procured and remove such equipment, furnishings and fixtures within 30 days of termination.
- C. ADVERTISING; CONTRACTOR shall not use the Manatee County name or logos for marketing and promoting its products.
- D. PRODUCTS: CONTRACTOR shall provide COUNTY with a list of any changes in the products or services it offers or the maximum price that will be charged for each product or service. CONTRACTOR acknowledges that COUNTY shall be entitled to set price ceilings on products and services CONTRACTOR sells at the Property. Any such product/service or pricing changes must be approved by the Contract Manager in writing. CONTRACTOR shall

not sell any products that, in the opinion of COUNTY, pose a safety or health hazard or are inappropriate for sale or display in a publicly owned property and/or facility.

- E. DISCOUNTED PRODUCTS: CONTRACTOR shall not extend credit, free products or services, or any discount to any COUNTY employee or official that is not available to the general public.
- F. SIGNAGE: CONTRACTOR shall provide signage, as approved by COUNTY, advertising its catering operations.
- G. CONTROL OF PROPERTY: CONTRACTOR shall not rent out or otherwise allow the Property to be occupied by or under the control of any third-party person, group or entity, without express prior written approval of COUNTY.
- H. BUSINESS OPERATIONS: CONTRACTOR shall not conduct any business or activity on the licensed premises, which is not authorized by this Agreement. It is expressly understood and agreed that CONTRACTOR'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Property. CONTRACTOR agrees that a determination by COUNTY will be accepted as final in evaluating CONTRACTOR'S activities that unreasonably infringe on the rights of others and that CONTRACTOR will fully comply with any such decisions.

ARTICLE 13. ENVIRONMENTAL RESPONSIBILITY

- A. LAND RESOURCES. CONTRACTOR shall at all times comply with all laws, rules, policies or standards concerning the environment or protection of natural resources with respect to CONTRACTOR'S operations. CONTRACTOR shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management, and environmental monitoring of chemicals, pesticides and fuel.
- B. GREEN PURCHASING: COUNTY encourages the implementation of environmentally sustainable measures, such as recycling, as well as buying and utilizing 'green' products. Whenever possible for all aspects of the operation, CONTRACTOR must incorporate such measures into its operations to support environmental sustainability.

ARTICLE 14. TERMINATION OF AGREEMENT

- A. TERMINATION FOR CAUSE:
 - 1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include failure to operate in a manner that complies with the specifications herein or that fail to meet COUNTY'S performance standards;

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. Upon receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop operations on the date and to the extent specified; and
 - b. Terminate and settle all orders and subcontracts relating to the operations.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall provide payment to COUNTY of which it is entitled for revenues generated under this Agreement prior to termination, plus any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement.

ARTICLE 15. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but

shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 16. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 17. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to COUNTY.
- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in

possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Manatee County

Attn: Records Manager

1112 Manatee Avenue West

Bradenton FL 34205

ARTICLE 18. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 20. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 21. COMPLIANCE WITH LAWS

CONTRACTOR'S operations pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 22. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this

Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability, age or sexual orientation, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color, sex, creed, national origin, disability, age, or sexual orientation. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third-parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third-party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 25. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this

Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 26. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government,
Bradenton Area Convention & Visitors Bureau
Attn: Director
One Haban Boulevard
Bradenton, FL 34205
Phone: (941) 722.3244 EXT 3962

To CONTRACTOR: Milan Catering and Event Design, LLC
Attn: Roberta Montelione
4141 S. Tamiami Trail
Sarasota FL 34231
chefroberta@milancatering.com
Phone: (941) 312 0000

ARTICLE 27. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-consultants of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with the Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 28. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 29. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 30. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 31. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 32. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All Articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 33. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR's normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law, including any sales taxes due on rent of COUNTY Property.

ARTICLE 34. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. This Article does not exempt CONTRACTOR from the payment of all rents and other fees due to the COUNTY for use of the Property.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 35. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to “applicable law” and “general law” shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 36. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 37. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 38. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third-party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 39. ENTIRE AGREEMENT; AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

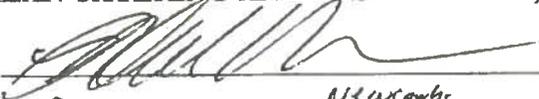
ARTICLE 40. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

MILAN CATERING AND EVENT DESIGN, LLC

By: 
Robert Mendicino, ^{Principal} Principal
Print Name & Title of Above Signer

Date: 11/20/18

MANATEE COUNTY, a political subdivision of the State of Florida

By: 
Theresa Webb, M.A., CPPO, CPPB, CPSM,
C.P.M., Procurement Official.

Date: 11/27/2018

**EXHIBIT A
SCOPE OF SERVICES
POWEL CROSLEY ESTATE**

A.01. SCOPE

The scope of catering services shall include all areas of service typically offered in a first-class catering services, i.e., table side service, buffet, tapas, themed events for the Powel Crosley Estate clients, and any in-house COUNTY sponsored events.

Contractor shall provide all labor, supervision, equipment, insurance, incidentals necessary to provide on-site catering services to County clients, their customers, and exhibitors at the CROSLEY, located at 8374 N Tamiami Trail, Sarasota, Florida.

The services include shall include the purchase, preparation, sales/marketing, and service of food, non-alcoholic and alcoholic beverages and other related food items for COUNTY catered and non-catered events at the CROSLEY. The CONTRACTOR shall meet with all potential and current clients to review and to offer suggestions for their food service needs. The CONTRACTOR shall coordinate all services with the COUNTY and its clients.

A.02. GENERAL REQUIREMENTS

Contractor shall provide the following requirements and be responsible for all aspects of the food service operation including, but not limited to:

- A. Prepare and serve food and beverages in all areas of the CROSLEY.
- B. Assign a qualified representative to answer questions relating to the food service operation from clients and prospective clients of the County. This representative shall attend weekly meetings with the CROSLEY team to review upcoming events. Meetings shall be in person or by phone and schedule at the COUNTY's discretion.
- C. Meet directly with the County clients and/or County BACVB staff to develop menus and style of service for events.
- D. Set-up and clean-up of all the buffets and beverage stations, linens, centerpieces, decor, flatware, dishes, glassware and condiments.
- E. Provide the covering and draping of tables, placing of decorations, (e.g., flags, balloons, drapes, flowers, wedding favors, table stands with numbers) on tables, cleaning and removing of all service ware and decor, tablecloths, and draping at the completion of the function in areas where food service functions are held.
- F. Provide decorations and signage for coffee service, food stations, buffets, and other service stations to deliver a five-star atmosphere.

- G. Deliver and dispense food, beverages, supplies, and other articles for temporary set ups and portable carts.
- H. Provide and clean items required for event water services including, but not limited to: water pitchers, trays, ice, and glasses.
- I. Set up and supply the water service for all tables and lecterns during a meeting or event as require by a client.
- J. Provide all necessary equipment to properly accept product deliveries as well as transporting products between CROSLEY. NOTE: Contractor 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.
- K. Comply with all OSHA and ADA requirements as well as all federal, State and local laws, regulations and ordinances.
- L. Maintain all food service at the CROSLEY and it occupies in a clean and sanitary condition in accordance with, and consistent with, all applicable rules and requirements of law, pertinent health and sanitation codes, and the requirements of duly authorized Health Authorities having jurisdiction. The County shall determine acceptable performance levels relative to maintenance and sanitation conditions.
- M. Provide a copy of all health inspections to the County within twenty-four (24) hours of said inspections.

A.03. SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to:

- A. Providing services and representing the County in a professional manner.
- B. Ensure all food and beverage sales and services are conducted and operated within the rules and regulations provided herein.
- C. Operating the spaces designated in the CROSLEY for the services of food and beverage in a manner consistent with convenience and safety of the public and event management during designated County events.
- D. Employing a highly skilled professional, management staff possessing the necessary experience and expertise to provide the overall management of a high-quality catering service.
- E. At no time will any employee of the Contractor allow free entrance to the Facility by any person who is not an employee of the Facility or the Contractor or client.
- F. Obtaining prior approval by the County of all subcontractors.

A.04. TECHNICAL REQUIREMENTS

Contractor shall adhere to the following technical requirements in the provision of services:

A. Employee Attire

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the CONTRACTOR. All employees shall wear a

name identification tag at all times while on duty. Additionally, it shall be the responsibility of the CONTRACTOR to ensure that all employees meet minimum hygiene and appearance standards

B. Serving of Alcoholic Beverages

The Contractor shall provide the following:

1. Exercise total independent, prudent, and reasonable experienced judgment in the service of alcoholic beverages; and
2. Use **extreme** care to ensure that no alcoholic beverages are sold to minors.
3. Use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
4. Provide the documented alcohol training of all staff as required to the County.

C. Inventory

The County will provide minimal existing inventory kitchen preparation and service equipment as outlined on Exhibit 5, Crosley Equipment List. All such equipment will remain the property of the County and must not be loaned or removed from the CROSLEY. No modifications or alterations may be made to this equipment without the express written approval of the County.

D. Menu and Signage

1. Menus shall be typed or professionally printed.
2. No hand-written menus or signs shall be allowed.
3. Contractor shall post and display all menu items and prices for permanent and portable stands.
4. Contractor shall provide State of the Art menu boards graphic signage wherever required.
5. Signs shall be consistent, professional, and approved by the County prior to displaying.

E. Equipment

The Contractor shall install and remove at the end of each function the following equipment which includes, but is not limited to:

1. Cash registers, sales slips, invoicing machines, and other automated accounting equipment; or
2. Devices required to record the gross receipts on all sales properly and accurately, by event, by type, by servicers, and any other business transactions made by the Contractor under the resulting agreement relating to any cash event or operating the concessions for the County during pre-determined larger events.

F. Utilities

The County shall provide the following utilities:

1. Telephone service
2. Electricity

3. Natural gas
4. Air conditioning, heat, water, and sewer
5. One (1) eight (8) yard dumpster

Any added utility capacities, telephone services and/or outlets beyond those provided, the cost of such installation and hookups shall be the responsibility of the successful Proposer.

G. Permits

The Contractor 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 services described herein.

H. Designated Space

The Contractor shall have designated space in the during the event/function only:

1. CROSLEY Receiving Dock Area
2. CROSLEY Kitchen
3. Staff parking spaces at the CROSLEY on a first-come-first serve basis.
4. Walk-in cooler

All items belonging to the Contractor are to be removed at the end of the contracted event/function.

I. Maintenance and Clean-up

The Contractor shall:

1. Be responsible for keeping clean, covered, polished, and in good repair all equipment owned by the County and utilized by the Contractor.
2. Be required to operate all food service related equipment in accordance with manufacturers' recommendations.
3. Maintain all food and beverage service at the CROSLEY in a clean and sanitary condition in accordance with, 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.
4. Maintain, on a continuing basis and in a sanitary and clean manner, the receiving dock area where food and beverages are delivered and ensure the dock area is free and clear of any items. Dock area cannot be used to store items as it is also utilized by County staff, clients, and County suppliers.
5. 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.

A.05. Financial Transaction

The Contractor shall be responsible for providing the following:

A. Monthly Invoices and reports

Invoicing the client and collect payment directly from the client and provide the County an agreed upon commission percentage of all catered event gross

receipts (Gross Receipts shall be defined as all revenues excluding any sales tax). This commission amount 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. The commission percentage of Gross Receipts shall be paid to the County by the 10th of each month and accompanied by a summary statement outlining each catered event along with a copy of the final client paid invoice. Any discrepancies shall be resolved within five (5) days of original submission.

B. Audit Compliance

The Contractor shall participate and comply with any internal and external quality assurance and grievance procedures as a result of the services performed and as described in this Request for Proposal. The Contractor shall 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 Contractor shall work with the Clerk's office to ensure compliance with any such issues.

A.06. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

The Contractor must meet and maintain the following PCI Compliance standards:

- A.** Must conduct the required security assessments and remain PCI compliant for the term of the Agreement.
- B.** Must provide verification to the County on an annual basis of its continued compliance with the PCI Security Standards Council.
- C.** Notify the County within 48 hours of discovery of any security breach.

END OF EXHIBIT A

EXHIBIT "B"
POWEL CROSLLEY ESTATE
PAYMENTS TO THE COUNTY

For Catering Services: The CONTRACTOR shall remit monthly payments to the COUNTY of twelve percent (12%) of the total gross receipts less sales taxes of all events (not including alcohol, or In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

For Alcohol Services: The CONTRACTOR shall remit monthly payments to the COUNTY of twenty (20%) of the total gross receipts less sales taxes of all events, (not including In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

For CONTRACTOR Self-Promotion Events: The CONTRACTOR shall remit monthly payments to the COUNTY of twelve (12%) of the total gross receipts less sales taxes of all events. The rental cost for location shall be 75% off the regular rental cost (includes cost for utilities and COUNTY staff on duty).

1. The Month End Billing and Payment Summary Statement shall be included, with the above monthly payments, along with a copy of the CONTRACTOR'S receipts and shall be submitted to the BACVB on or before the fifth (5th) of each month for the previous month. In the event CONTRACTOR fails to pay COUNTY any of the fees or charges due under the provisions of this AGREEMENT, interest at one and one-half percent (1 ½ %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this AGREEMENT for default or from pursuing any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this AGREEMENT in the event of any subsequent default by CONTRACTOR in the payment of any fees or charges on the date the same shall be due and payable.
2. CONTRACTOR shall remit monthly payments to for the Powel Crosley Estate to the BACVB Finance Office in the form of a check or credit Card payable to the Manatee County Board of County Commissioners.
3. Any In-House COUNTY sponsored event shall receive a thirty-five percent (35%) discount off the regular set menu pricing and is not subject to commission payment.

4. The CONTRACTOR may use BACVB staff to set up buffet tables, beverage tables, or any other table needed to provide food service at a cost of \$18.00 per hour straight labor fee.
5. Catering services funded by Grant monies (and identified as such by the BACVB) are to be invoiced to the COUNTY. Payment will be processed from the COUNTY (minus appropriate commission).

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF Florida
COUNTY OF Sarasota

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] _____
Robert Nowinski, as [INSERT TITLE] Principal of
[INSERT SUPPLIER NAME] Milan Caring & Best Care LLC, with full authority to bind
(hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that
CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

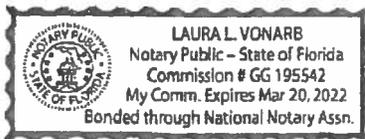
(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____
for _____.

DATED this 16 day of November, 2018.

[Signature]
Signature

The foregoing instrument was sworn to and acknowledged before me this 16 day of
November, 2018 by ROBERT NOWINSKI, as
Milan Caring & Best Care LLC CSF Sarasota FL. He/she is personally known to me or
has produced _____ as identification.



[Signature]
Notary Public, State of Florida at Large
Commission No. Mar 20, 2022

EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ 1,000,000 Personal and Advertising Injury Liability • \$ 50,000 Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third-party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit •
<p>4. <input checked="" type="checkbox"/> Worker's</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all

<p>Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

<p>(E&O) Liability Insurances</p>	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
<p>9. <input type="checkbox"/> Builder's Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Security Breach Liability • \$ _____ Security Breach Expense Each Occurrence • \$ _____ Security Breach Expense Aggregate • \$ _____ Replacement or Restoration of Electronic Data • \$ _____ Extortion Threats • \$ _____ Business Income and Extra Expense • \$ _____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input checked="" type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$10,000 Medical Expense, and • \$ _____ Third-party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

<u>BOND REQUIREMENTS</u>	
<p>1. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$ _____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

<p>2. <input type="checkbox"/> Payment and Performance Bond</p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>
--	---

[Remainder of page intentionally left blank]

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205

- c. The project's solicitation number and title shall be listed on each certificate.
 - d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 - e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
 - f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 - g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.

V. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.

VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", within ten (10) calendar days after issuance of notice of intent to award.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

INSURANCE STATEMENT
RFP NO. 18-R088916AJ

THE UNDERSIGNED has read and understands the aforementioned insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: Milan Catering and Event Design, LLC Date: 7-19-18

Signature
(Authorized Official): Carol Streibich

Printed Name/Title: CAROL STREIBICH

Insurance Agency: WALLACE WELCH - WILLINGHAM

Agent Name: CAROL STREIBICH Agent Phone: 941-377-7283 x 310

Return this signed statement with your bid or proposal.

EXHIBIT E
PROPOSAL RESPONSE TO RFP NO. 18-R068916AJ

Proposal response to RFP No. 18-R068916AJ submitted by Milan is hereby incorporated into the Agreement by this reference.

EXHIBIT F
FEDERAL GRANTS SPECIAL CONDITIONS

Exhibit F
Special Provisions –Federal Grants

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).'
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFP in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from

tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
 2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
 4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFP prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
 3. The cost plus a percentage of cost method will not be used.

[Remainder of page intentionally left blank]

FORM I
CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - if awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

Milan Catering and Event Design, LLC

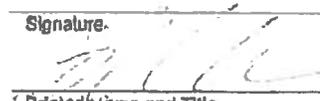
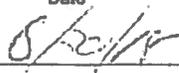
<p>Firm Name (Print) _____ Signature</p>	<p>_____ Date</p>
--	-----------------------

Roberta Montalione, Mensging Partner
Printed Name and Title

FORM 2
DEBARMENT AND SUSPENSION
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

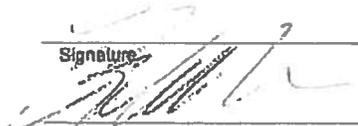
By signing below, Proposer confirms that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12889 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Signature	Date
	
Printed Name and Title	
Roberta Montelione, Managing Partner	
Printed Firm Name	
Milan Catering and Event Design, LLC	

FORM 3
Byrd Anti-Lobbying Amendment
RFP No. 18-068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

<hr/> <p>Signature </p>	<hr/> <p>Date </p>
<hr/> <p>Printed Name and Title</p>	
<p>Roberta Montelione Managing Partner</p>	
<hr/> <p>Printed Firm Name</p>	
<p>Milan Catering and Event Design, LLC</p>	

FORM4
MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

Pursuant to C.F.R. 200.321 successful Proposer, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Milan Catering and Event Design LLC

4141 S. Tamiami Trail #3, Sarasota FL 34231

County, Sarasota

State, FL

Zip, 34231


Signature

Managing Partner

Title

Roberto Monteleone

Printed Name

Date

5/20/18

Manatee County

SPECIAL PROVISIONS-FEDERAL GRANTS

EXHIBIT "G"
SPECIAL CONDITIONS

1. Payments shall remain firm for the first twelve (12) month base AGREEMENT term. Compensation after the annual anniversary date may be renegotiated by either party which may include the adjustment of the percentage rate paid to the COUNTY on total gross of all sales less sales tax on revenue, a lump sum monthly payment or a combination of both, or any revised compensation.

2. **Crosley**

In-House Caterers for Powel Crosley Estate will be allowed to join the off-site caterers list at the BACC with no sign-up fee.

3. **BACC and CROSLEY (Both facilities)**

Referral commission – BACC or Crosley Estate will receive a 12% commission on a referral event to an in-house caterers existing restaurant or banquet hall. The event must be holding an event at either the BACC or Powel Crosley Estate and be directed by the facility sales staff directly to the in-house catering representative. Example events would be: a Crosley wedding contracting their rehearsal dinner at an in-house caterer off-site property as the result of a direct referral; a conference at BACC wanting an off-site meal and is referred to the in-house caterer's off-site property.

4. In-house caterers are not permitted to ask, force or insist potential clients to share other quotes for services from the other in-house caterers. Any unfair competition between caterers or heavy-handed sales tactics which produce unfavorable results to the customer as determined by Crosley Management will result in the immediate termination of this agreement.

**EXHIBIT H
CROSLEY KITCHEN INVENTORY**

353	Flute Glasses
545	Wine Glasses
1000	Collins Glasses
447	Rocks Glasses
45	Wine Carafe
15	Water Pitcher
11	Small Ice Scoop
27	Store N Pour
17	Jigger
100	Liquor Pourers
3	Can Opener
4	Bottle Opener
5	Napkin Bar Caddy
6	Muller
4	Serving Tray
7	Cocktail Tray
9	Bus Tub
2	Champagne Ice Bucket w/Stand
2	Lager Beer Cart
1	Small Beer Cart
3	Ice Bins



AGREEMENT No. 18-R068916AJ

CATERING SERVICES

between

**MANATEE COUNTY
(COUNTY)**

and

**DON MILLER DEVELOPMENT CORP., DBA
PIER 22 CATERING
(CONTRACTOR)**

AGREEMENT FOR CATERING SERVICES

THIS AGREEMENT is made and entered into as of this 27th day of November, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **DON MILLER DEVELOPMENT CORP. DBA PIER 22 CATERING**, a Florida, Corporation, (“**CONTRACTOR**”) with offices located at 1200 1st Ave West #200, Bradenton, Florida, 34205, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “**Parties**” and individually as “**Party.**”

WHEREAS, **CONTRACTOR** engages in the business of providing catering services; and

WHEREAS, **COUNTY** owns the Powel Crosley Estate located at 8374 N Tamiami Trail, Sarasota, Florida 34243 (Property); and

WHEREAS, **COUNTY** has determined that it is necessary, expedient and in its best interests to retain **CONTRACTOR** to render and perform catering services at Property; and

WHEREAS, this Agreement is a result of **CONTRACTOR**’S submission of a proposal in response to Request for Proposal No. 18-R068916AJ and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide catering services to clients of the Property in accordance with the requirements in Exhibit A, Scope of Services.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and nine (9) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Compensation Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements
- Exhibit E** Proposal Response to RFP No. 18-R068916AJ
- Exhibit F** Federal Grants Special Conditions
- Exhibit G** Special Conditions
- Exhibit H** Crosley Kitchen Inventory List
- Exhibit I** Summary Worksheet

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following definitions:

- A. Contract Manager: Duly authorized representative of the Property serving as Manatee County primary contact in regard to the administration of this Agreement.
- B. Compensation: The amounts due to the COUNTY from CONTRACTOR.
- C. General Manager: CONTRACTOR's full-time staff person who oversees the operations at the Property.
- D. Gross Receipts: All monies paid or payable to or consideration of determinable value received by CONTRACTOR for sales made, transactions had, or for services rendered from all sources in the operation of this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by CONTRACTOR to a taxing authority and sales refunds may be excluded therefrom.
- E. Monthly Compensation Report: CONTRACTOR's report to the COUNTY that includes the total Automatic Clearinghouse (ACH) wire amount, the underlying compensation amounts which comprise it along with supporting documentation, the ACH conformation number and the settlement date.
- F. Subcontractor: A person or entity who has a direct contract with CONTRACTOR to perform work or provide services related to this Agreement. The term "Subcontractor" is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

ARTICLE 4. PURPOSE OF LICENSE AGREEMENT

- A. To enhance and promote Manatee County as a unique community and provide for the enjoyment of the use of the Property by its patrons, COUNTY hereby grants unto CONTRACTOR the right and privilege to provide catering services at the Property in accordance with the terms, conditions and limitations of this Agreement.
- B. This Agreement and the exclusive rights and privileges granted to CONTRACTOR hereunder for catering operations at Property, includes the sale of food and non-alcoholic and alcoholic beverages.
- C. Except as specifically provided for herein with respect to CONTRACTOR'S use of the Property under this Agreement, COUNTY shall, at all times, continue to retain and have the

unqualified right to make any and all reasonable determinations concerning or relating to the Property.

ARTICLE 5. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date"). This Agreement shall remain in force through one (1) years from the effective date unless terminated by COUNTY pursuant to Article 14, TERMINATION OF AGREEMENT, but not to exceed one (1) years.
- B. COUNTY reserves the right to extend the initial term of one (1) years for an additional four (4), one (1) year periods not to exceed a total of five (5) years.

ARTICLE 6. AUTHORIZED USES

- A. The Property shall be used by CONTRACTOR only for the purpose of catering services as described in Exhibit A, Scope of Services and for no other purposes without first obtaining the express written consent of COUNTY.
- B. The offering of products, services or advertising must be evaluated and pre-approved by COUNTY for appropriateness.
- C. CONTRACTOR acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. CONTRACTOR shall, with reasonable notice, permit COUNTY to conduct such activities at the Property. A representative of the CONTRACTOR shall be available for consultation if requested. At least 24-hour advance notice will be provided by COUNTY to CONTRACTOR whenever possible.
- D. Notwithstanding the forgoing, authorized COUNTY employees, representatives, contractors or agents reserve the right to inspect the Property and/or CONTRACTOR'S operations at any time with or without prior notice, at all times, for any COUNTY business reason.

ARTICLE 7. COMPENSATION

- A. As compensation to the County, CONTRACTOR shall pay Compensation to COUNTY as described in Exhibit B, Compensation Schedule. Compensation shall be paid to COUNTY by the tenth (10th) business day of the following month (Due Date) for the previous month's revenues, with interest accruing after the fifteen (15) calendar day of the month. Any discrepancies shall be resolved within five (5) days of original submission of Compensation for the respective month; and
- B. By the 10th business day of each month, CONTRACTOR shall pay Compensation to COUNTY in the form of percentage rent (Percentage Rent) based on Gross Receipts of CONTRACTOR'S operations during the immediate previous month. Unless otherwise

specified in writing to the contrary, CONTRACTOR shall pay COUNTY Percentage Rent equal to one and one-half percent (1.5%) of Gross Receipts. CONTRACTOR shall deliver, with its payment to COUNTY a statement of Gross Receipts and supporting documentation that confirms the total Gross Receipts.

- C. In addition to applicable sales tax, CONTRACTOR shall be solely responsible for any ad valorem, rental or similar taxes levied upon CONTRACTOR'S equipment or activities arising from this Agreement. CONTRACTOR shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. Upon COUNTY'S request, CONTRACTOR shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.
- D. In the event CONTRACTOR fails to pay COUNTY any Percentage Rent due under the provisions of this Agreement, interest at one and one-half percent (1.5 %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude COUNTY from terminating this Agreement for default, or pursue any other remedies as provided herein or by law. COUNTY'S acceptance of late payment of any fees shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by CONTRACTOR in the payment of any fees on the date the same shall be due and payable.

ARTICLE 8. COMPENSATION PAYMENTS

CONTRACTOR shall remit Monthly Compensation payments in the form of an Automatic Clearinghouse (ACH) remittance to the bank account of the Board of County Commissioners of Manatee County, Florida (preferred method), or by company check, on or before the due dates specified in Article 7, Compensation. CONTRACTOR shall provide the Monthly Compensation Report to COUNTY by mail or email to the COUNTY representative or designee specified in Article 26, NOTICES.

ARTICLE 9. CASH HANDLING REQUIREMENTS

- A. CONTRACTOR shall provide, operate and maintain point of sale computer systems to record all transactions. Daily Point of Sale (POS) system transactions shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the POS system shall be the responsibility of CONTRACTOR. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.
- B. All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. CONTRACTOR shall

provide sales receipts to customers for all goods and services sold. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

- C. Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.
- D. All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices provided by CONTRACTOR.

ARTICLE 10. MAINTENANCE OF RECORDS; REPORTS, AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to ensure proper accounting of funds and compliance with the provisions of this Agreement. CONTRACTOR shall maintain record of all monies collected by CONTRACTOR in its operations under this Agreement.
- B. CONTRACTOR shall provide a monthly statement of income and Gross Receipts, in a form acceptable to the COUNTY. The report shall be applicable to the month for which payment is being made. This report shall be signed by the Treasurer, President or CEO of CONTRACTOR certifying to the accuracy of the report and gross receipts.
- C. At the COUNTY'S discretion and direction, CONTRACTOR shall, at its own expense within 60 days of the first anniversary of the execution of this Agreement, every other year thereafter until termination of the Agreement, and within 60 days of termination of this Agreement:
 - 1. Engage an independent certified public accountant to conduct an audit of its books and records related to this Agreement for the most recent calendar year utilizing the standards promulgated in the Generally Accepted Auditing Standards by the Auditing Standards Board of the American Institute of Certified Public Accountants and provide the results of such audit to the COUNTY;
 - OR
 - 2. Engage an independent certified public accountant to provide a financial statement and letter to the COUNTY which, at a minimum, shall include the results of its review of CONTRACTOR'S books and records, canceled checks, invoices and budgets from the most recent calendar year.
- D. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S revenues. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary.

COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third-party, CONTRACTOR must obtain them from that third-party or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- E. CONTRACTOR shall obtain any licenses required for its operations and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 11. BUILDINGS, STRUCTURES, EQUIPMENT, MAINTENANCE AND IMPROVEMENTS

- A. CONTRACTOR shall take responsibility for the Property in an as-is condition.
- B. CONTRACTOR represents that prior to signing this Agreement, it has inspected all buildings and structures, including any utilities, fixtures and equipment thereon, and confirms it is fully familiar with their condition and accepts same "as is" for the purposes of performing under this Agreement. Further, CONTRACTOR shall protect said buildings and structures, including any utilities, fixtures and equipment through its exercise of continual maintenance and security.
- C. Except for the equipment and assets listed in Exhibit H, Fixed Assets Listing, which shall be updated annually and is the official Manatee County inventory listing maintained by the office of the Clerk of Circuit Court, CONTRACTOR shall provide all equipment required to perform under this Agreement. CONTRACTOR shall bear the cost of all charges and expenses related to any and all maintenance of all equipment and improvements as shall be necessary for CONTRACTOR'S performance of this Agreement. CONTRACTOR understands and agrees that COUNTY fixtures and equipment are not to be removed from the Property.
- D. CONTRACTOR agrees that the assets listed in Exhibit G, Fixed Assets Listing, constitute the entire group of COUNTY equipment and assets over which it has been given custody and control by virtue of the Agreement. CONTRACTOR further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than \$1,000. When COUNTY equipment is past its useful life, it will be returned to the COUNTY for disposal. Notwithstanding the foregoing, CONTRACTOR shall notify the COUNTY of any

lost or stolen property. In turn, COUNTY shall provide CONTRACTOR a minimum of thirty (30) days advanced notice in which to locate any lost or stolen item prior to being required to replace or reimburse the lost or stolen item(s).

- E. So long as this Agreement shall be in effect, CONTRACTOR shall, except as otherwise provided herein, maintain the buildings and structures in good order and repair with no signs of visual or structural damage. Further, CONTRACTOR shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or mechanical damage.
- F. All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other codes.
- G. All maintenance, service, and inspections of equipment and facilities shall be completed by trained personnel and in compliance with manufacturer guidelines and state and local laws, as applicable.
- H. CONTRACTOR will maintain records of all equipment and facility maintenance and inspections completed. These records, along with all third-party maintenance contracts, will be made available to COUNTY upon request.
- I. COUNTY's obligation to provide structural repairs is limited to providing Americans for Disabilities Act compliance for the buildings, or for the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical systems within such foundation, walls and roof.

ARTICLE 12. CONTRACTOR'S PRODUCTS, OPERATIONS AND SERVICES

- A. OPERATIONS: CONTRACTOR shall operate at the Property in compliance with the terms and conditions of this Agreement. CONTRACTOR shall offer high quality, competitively priced products. The sale of tobacco products and alcoholic beverages is strictly prohibited.
- B. EQUIPMENT: CONTRACTOR shall arrange for all procurement of all supplies, equipment, and services as deemed necessary and normal in the ordinary course of its operations at the Property. CONTRACTOR shall furnish and maintain, at its sole cost, all equipment, fixtures, and furnishings necessary to conduct the business permitted hereunder. At the termination or expiration of this Agreement, CONTRACTOR shall own such equipment, furnishings and fixtures it has procured and remove such equipment, furnishings and fixtures within 30 days of termination.
- C. ADVERTISING; CONTRACTOR shall not use the Manatee County name or logos for marketing and promoting its products.
- D. PRODUCTS: CONTRACTOR shall provide COUNTY with a list of any changes in the

products or services it offers or the maximum price that will be charged for each product or service. CONTRACTOR acknowledges that COUNTY shall be entitled to set price ceilings on products and services CONTRACTOR sells at the Property. Any such product/service or pricing changes must be approved by the Contract Manager in writing. CONTRACTOR shall not sell any products that, in the opinion of COUNTY, pose a safety or health hazard or are inappropriate for sale or display in a publicly owned property and/or facility.

- E. **DISCOUNTED PRODUCTS:** CONTRACTOR shall not extend credit, free products or services, or any discount to any COUNTY employee or official that is not available to the general public.
- F. **SIGNAGE:** CONTRACTOR shall provide signage, as approved by COUNTY, advertising its catering operations.
- G. **CONTROL OF PROPERTY:** CONTRACTOR shall not rent out or otherwise allow the Property to be occupied by or under the control of any third-party person, group or entity, without express prior written approval of COUNTY.
- H. **BUSINESS OPERATIONS:** CONTRACTOR shall not conduct any business or activity on the licensed premises, which is not authorized by this Agreement. It is expressly understood and agreed that CONTRACTOR'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Property. CONTRACTOR agrees that a determination by COUNTY will be accepted as final in evaluating CONTRACTOR'S activities that unreasonably infringe on the rights of others and that CONTRACTOR will fully comply with any such decisions.

ARTICLE 13. ENVIRONMENTAL RESPONSIBILITY

- A. **LAND RESOURCES.** CONTRACTOR shall at all times comply with all laws, rules, policies or standards concerning the environment or protection of natural resources with respect to CONTRACTOR'S operations. CONTRACTOR shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management, and environmental monitoring of chemicals, pesticides and fuel.
- B. **GREEN PURCHASING:** COUNTY encourages the implementation of environmentally sustainable measures, such as recycling, as well as buying and utilizing 'green' products. Whenever possible for all aspects of the operation, CONTRACTOR must incorporate such measures into its operations to support environmental sustainability.

ARTICLE 14. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this

Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include failure to operate in a manner that complies with the specifications herein or that fail to meet COUNTY'S performance standards;

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. Upon receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop operations on the date and to the extent specified; and
 - b. Terminate and settle all orders and subcontracts relating to the operations.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall provide payment to COUNTY of which it is entitled for revenues generated under this Agreement prior to termination, plus any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement.

ARTICLE 15. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require

CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 16. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 17. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not

transfer the records to COUNTY.

- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Manatee County

Attn: Records Manager

1112 Manatee Avenue West

Bradenton FL 34205

ARTICLE 18. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 20. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 21. COMPLIANCE WITH LAWS

CONTRACTOR'S operations pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 22. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working

solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability, age or sexual orientation, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color, sex, creed, national origin, disability, age, or sexual orientation. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third-parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third-party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 25. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement,

and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 26. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government,
Bradenton Area Convention & Visitors Bureau
Attn: Director
One Haben Boulevard
Bradenton, FL 34205
Phone: (941) 722.3244 EXT 3962

To CONTRACTOR: Don Miller Development Corp. dba Pier 22 Catering
Attn: Hugh Miller
1200 1st Ave. West # 200
Bradenton, FL, 34205
hugh@millerinvesting.com
Phone: (941) 748-8087

Attn: Greg Campbell
1200 1st Ave. West # 200
Bradenton, FL, 34205
greg@pier22dining.com
Phone: (941) 748-8087

ARTICLE 27. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-consultants of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with the Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 28. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 29. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 30. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 31. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 32. HEADINGS, CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All Articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 33. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR's normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law, including any sales taxes due on rent of COUNTY Property.

ARTICLE 34. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. This Article does not exempt CONTRACTOR from the payment of all rents and other fees due to the COUNTY for use of the Property.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 35. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 36. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 37. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 38. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third-party. Nothing in this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 39. ENTIRE AGREEMENT; AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 40. AUTHORITY TO EXECUTE

Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

**DON MILLER DEVELOPMENT CORP. DBA PIER
22 CATERING**

By: _____


Eric Lee, Exec. Chef
Print Name & Title of Above Signer

Date: 11/20/18

**MANATEE COUNTY, a political subdivision of the
State of Florida**

By: _____


Theresa Webb, M.A., CPPO, CPPB, CPSM,
C.P.M., Procurement Official.

Date: 11/27/2018

**EXHIBIT A
SCOPE OF SERVICES
POWEL CROSLY ESTATE**

A.01. SCOPE

The scope of catering services shall include all areas of service typically offered in a first-class catering services, i.e., table side service, buffet, tapas, themed events for the Powel Crosley Estate clients, and any in-house COUNTY sponsored events.

Contractor shall provide all labor, supervision, equipment, insurance, incidentals necessary to provide on-site catering services to County clients, their customers, and exhibitors at the CROSLY, located at 8374 N Tamiami Trail, Sarasota, Florida.

The services include shall include the purchase, preparation, sales/marketing, and service of food, non-alcoholic and alcoholic beverages and other related food items for COUNTY catered and non-catered events at the CROSLY. The CONTRACTOR shall meet with all potential and current clients to review and to offer suggestions for their food service needs. The CONTRACTOR shall coordinate all services with the COUNTY and its clients.

A.02. GENERAL REQUIREMENTS

Contractor shall provide the following requirements and be responsible for all aspects of the food service operation including, but not limited to:

- A. Prepare and serve food and beverages in all areas of the CROSLY.
- B. Assign a qualified representative to answer questions relating to the food service operation from clients and prospective clients of the County. This representative shall attend weekly meetings with the CROSLY team to review upcoming events. Meetings shall be in person or by phone and schedule at the COUNTY's discretion.
- C. Meet directly with the County clients and/or County BACVB staff to develop menus and style of service for events.
- D. Set-up and clean-up of all the buffets and beverage stations, linens, centerpieces, decor, flatware, dishes, glassware and condiments.
- E. Provide the covering and draping of tables, placing of decorations, (e.g., flags, balloons, drapes, flowers, wedding favors, table stands with numbers) on tables, cleaning and removing of all service ware and decor, tablecloths, and draping at the completion of the function in areas where food service functions are held.
- F. Provide decorations and signage for coffee service, food stations, buffets, and other service stations to deliver a five-star atmosphere.

- G. Deliver and dispense food, beverages, supplies, and other articles for temporary set ups and portable carts.
- H. Provide and clean items required for event water services including, but not limited to: water pitchers, trays, ice, and glasses.
- I. Set up and supply the water service for all tables and lecterns during a meeting or event as require by a client.
- J. Provide all necessary equipment to properly accept product deliveries as well as transporting products between CROSLEY. NOTE: Contractor 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.
- K. Comply with all OSHA and ADA requirements as well as all federal, State and local laws, regulations and ordinances.
- L. Maintain all food service at the CROSLEY and it occupies in a clean and sanitary condition in accordance with, and consistent with, all applicable rules and requirements of law, pertinent health and sanitation codes, and the requirements of duly authorized Health Authorities having jurisdiction. The County shall determine acceptable performance levels relative to maintenance and sanitation conditions.
- M. Provide a copy of all health inspections to the County within twenty-four (24) hours of said inspections.

A.03. SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to:

- A. Providing services and representing the County in a professional manner.
- B. Ensure all food and beverage sales and services are conducted and operated within the rules and regulations provided herein.
- C. Operating the spaces designated in the CROSLEY for the services of food and beverage in a manner consistent with convenience and safety of the public and event management during designated County events.
- D. Employing a highly skilled professional, management staff possessing the necessary experience and expertise to provide the overall management of a high-quality catering service.
- E. At no time will any employee of the Contractor allow free entrance to the Facility by any person who is not an employee of the Facility or the Contractor or client.
- F. Obtaining prior approval by the County of all subcontractors.

A.04. TECHNICAL REQUIREMENTS

Contractor shall adhere to the following technical requirements in the provision of services:

A. Employee Attire

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the CONTRACTOR. All employees shall wear a

name identification tag at all times while on duty. Additionally, it shall be the responsibility of the CONTRACTOR to ensure that all employees meet minimum hygiene and appearance standards

B. Serving of Alcoholic Beverages

The Contractor shall provide the following:

1. Exercise total independent, prudent, and reasonable experienced judgment in the service of alcoholic beverages; and
2. Use **extreme** care to ensure that no alcoholic beverages are sold to minors.
3. Use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
4. Provide the documented alcohol training of all staff as required to the County.

C. Inventory

The County will provide minimal existing inventory kitchen preparation and service equipment as outlined on Exhibit 5, Crosley Equipment List. All such equipment will remain the property of the County and must not be loaned or removed from the CROSLEY. No modifications or alterations may be made to this equipment without the express written approval of the County.

D. Menu and Signage

1. Menus shall be typed or professionally printed.
2. No hand-written menus or signs shall be allowed.
3. Contractor shall post and display all menu items and prices for permanent and portable stands.
4. Contractor shall provide State of the Art menu boards graphic signage wherever required.
5. Signs shall be consistent, professional, and approved by the County prior to displaying.

E. Equipment

The Contractor shall install and remove at the end of each function the following equipment which includes, but is not limited to:

1. Cash registers, sales slips, invoicing machines, and other automated accounting equipment; or
2. Devices required to record the gross receipts on all sales properly and accurately, by event, by type, by services, and any other business transactions made by the Contractor under the resulting agreement relating to any cash event or operating the concessions for the County during pre-determined larger events.

F. Utilities

The County shall provide the following utilities:

1. Telephone service
2. Electricity

3. Natural gas
4. Air conditioning, heat, water, and sewer
5. One (1) eight (8) yard dumpster

Any added utility capacities, telephone services and/or outlets beyond those provided, the cost of such installation and hookups shall be the responsibility of the successful Proposer.

G. Permits

The Contractor 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 services described herein.

H. Designated Space

The Contractor shall have designated space in the during the event/function only:

1. CROSLEY Receiving Dock Area
2. CROSLEY Kitchen
3. Staff parking spaces at the CROSLEY on a first-come-first serve basis.
4. Walk-in cooler

All items belonging to the Contractor are to be removed at the end of the contracted event/function.

I. Maintenance and Clean-up

The Contractor shall:

1. Be responsible for keeping clean, covered, polished, and in good repair all equipment owned by the County and utilized by the Contractor.
2. Be required to operate all food service related equipment in accordance with manufacturers' recommendations.
3. Maintain all food and beverage service at the CROSLEY in a clean and sanitary condition in accordance with, 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.
4. Maintain, on a continuing basis and in a sanitary and clean manner, the receiving dock area where food and beverages are delivered and ensure the dock area is free and clear of any items. Dock area cannot be used to store items as it is also utilized by County staff, clients, and County suppliers.
5. 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.

A.05. Financial Transaction

The Contractor shall be responsible for providing the following:

A. Monthly Invoices and reports

Invoicing the client and collect payment directly from the client and provide the County an agreed upon commission percentage of all catered event gross

receipts (Gross Receipts shall be defined as all revenues excluding any sales tax). This commission amount 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. The commission percentage of Gross Receipts shall be paid to the County by the 10th of each month and accompanied by a summary statement outlining each catered event along with a copy of the final client paid invoice. Any discrepancies shall be resolved within five (5) days of original submission.

B. Audit Compliance

The Contractor shall participate and comply with any internal and external quality assurance and grievance procedures as a result of the services performed and as described in this Request for Proposal. The Contractor shall 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 Contractor shall work with the Clerk's office to ensure compliance with any such issues.

A.06. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

The Contractor must meet and maintain the following PCI Compliance standards:

- A. Must conduct the required security assessments and remain PCI compliant for the term of the Agreement.
- B. Must provide verification to the County on an annual basis of its continued compliance with the PCI Security Standards Council.
- C. Notify the County within 48 hours of discovery of any security breach.

END OF EXHIBIT A

EXHIBIT "B"
POWEL CROSLLEY ESTATE
PAYMENTS TO THE COUNTY

For Catering Services: The CONTRACTOR shall remit monthly payments to the COUNTY of twelve percent (12%) of the total gross receipts less sales taxes of all events (not including alcohol, or In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

For Alcohol Services: The CONTRACTOR shall remit monthly payments to the COUNTY of twenty (20%) of the total gross receipts less sales taxes of all events, (not including In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

For CONTRACTOR Self-Promotion Events: The CONTRACTOR shall remit monthly payments to the COUNTY of twelve (12%) of the total gross receipts less sales taxes of all events. The rental cost for location shall be 75% off the regular rental cost (includes cost for utilities and COUNTY staff on duty).

1. The Month End Billing and Payment Summary Statement shall be included, with the above monthly payments, along with a copy of the CONTRACTOR'S receipts and shall be submitted to the BACVB on or before the fifth (5th) of each month for the previous month. In the event CONTRACTOR fails to pay COUNTY any of the fees or charges due under the provisions of this AGREEMENT, interest at one and one-half percent (1 ½ %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this AGREEMENT for default or from pursuing any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this AGREEMENT in the event of any subsequent default by CONTRACTOR in the payment of any fees or charges on the date the same shall be due and payable.
2. CONTRACTOR shall remit monthly payments to for the Powel Crosley Estate to the BACVB Finance Office in the form of a check or credit Card payable to the Manatee County Board of County Commissioners.
3. Any In-House COUNTY sponsored event shall receive a thirty-five percent (35%) discount off the regular set menu pricing and is not subject to commission payment.

4. The CONTRACTOR may use BACVB staff to set up buffet tables, beverage tables, or any other table needed to provide food service at a cost of \$18.00 per hour straight labor fee.
5. Catering services funded by Grant monies (and identified as such by the BACVB) are to be invoiced to the COUNTY. Payment will be processed from the COUNTY (minus appropriate commission).

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF FL

COUNTY OF Manatee

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Hugh Miller, as [INSERT TITLE] CEO of [INSERT SUPPLIER NAME] Don Miller Development Co. with full authority to bind (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

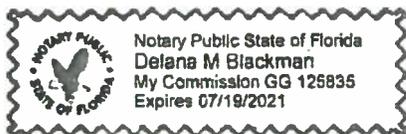
(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. _____ for _____.

DATED this 20th day of November, 2018.


Signature

The foregoing instrument was sworn to and acknowledged before me this 20th day of November, 2018, by _____, as _____ of _____. He/she is personally known to me or has produced _____ as identification.




Notary Public, State of Florida at Large

Commission No. GG 125835

EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ <u>1,000,000</u> Personal and Advertising Injury Liability • \$ <u>50,000</u> Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third-party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit •
<p>4. <input checked="" type="checkbox"/> Worker's</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all

<p>Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than \$100,000 per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

<p>(E&O) Liability Insurances</p>	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
<p>9. <input type="checkbox"/> Builder's Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Security Breach Liability • \$ _____ Security Breach Expense Each Occurrence • \$ _____ Security Breach Expense Aggregate • \$ _____ Replacement or Restoration of Electronic Data • \$ _____ Extortion Threats • \$ _____ Business Income and Extra Expense • \$ _____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u>

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input checked="" type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$10,000 Medical Expense, and • \$ _____ Third-party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

<u>BOND REQUIREMENTS</u>	
<p>1. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$ _____ or ____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or ____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

<p>2. <input type="checkbox"/> Payment and Performance Bond</p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>
--	---

[Remainder of page intentionally left blank]

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. **“Manatee County, a Political Subdivision of the State of Florida,” is to be named as an Additional Insured in respect to:** Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists “Manatee County, a Political Subdivision of the State of Florida,” as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming “Manatee County, a Political Subdivision of the State of Florida” as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
 - d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 - e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
 - f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 - g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.

- V. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", within ten (10) calendar days after issuance of notice of intent to award.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

INSURANCE STATEMENT
RFP NO. 18-R068916AJ

THE UNDERSIGNED has read and understands the aforementioned insurance requirements applicable to any contract resulting from this solicitation and shall provide the insurances required by this Attachment within ten (10) days from the date of Notice of Intent to Award.

Proposer Name: Pier 22 Catering Date: 8/21/18

Signature
(Authorized
Official):



Printed Name/Title: Greg Campbell GM/Exec. Chef

Insurance Agency: USI Insurance Services National, Inc.

Agent Name: Richard Dahn Agent Phone: 813-320-0207

Return this signed statement with your bid or proposal.

EXHIBIT E
PROPOSAL RESPONSE TO RFP NO. 18-R068916AJ

Proposal response to RFP No. 18-R068916AJ submitted by Pier 22 is hereby incorporated into the Agreement by this reference.

Exhibit F
Special Provisions –Federal Grants

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFP in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from

tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
 2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
 4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFP prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
 3. The cost plus a percentage of cost method will not be used.

[Remainder of page intentionally left blank]

FORM 2
DEBARMENT AND SUSPENSION
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it is **not** listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

Signature 8/21/18.
Date

Printed Name and Title *Joe Cypsel GM/EXEC. CHIEF*

Printed Firm Name *Pier 22 Catering*

FORM 3
Byrd Anti-Lobbying Amendment
RFP No. 18-068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352


Signature _____ Date 8/21/18

Dirk Campbell S/M/EXEC. CHIEF
Printed Name and Title _____

Pier 22 Catering
Printed Firm Name _____

FORM 4
MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

Pursuant to C.F.R. 200.321 successful Proposer, agrees to take the affirmative steps listed in items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. Pier 22 Catering

Address. 1200 1st Ave W. Suite 200

County. Bradenton State. FL Zip. 34205

Signature  Title GM/Executive Chef
Printed Name Greg Ampsicc Date 8/21/18

EXHIBIT "G"
SPECIAL CONDITIONS

1. Payments shall remain firm for the first twelve (12) month base AGREEMENT term. Compensation after the annual anniversary date may be renegotiated by either party which may include the adjustment of the percentage rate paid to the COUNTY on total gross of all sales less sales tax on revenue, a lump sum monthly payment or a combination of both, or any revised compensation.

2. Crosley

In-House Caterers for Powel Crosley Estate will be allowed to join the off-site caterers list at the BACC with no sign-up fee.

3. In-house caterers are not permitted to ask, force or insist potential clients to share other quotes for services from the other in-house caterers. Any unfair competition between caterers or heavy-handed sales tactics which produce unfavorable results to the customer as determined by Crosley Management will result in the immediate termination of this agreement.

**EXHIBIT H
CROSLEY KITCHEN INVENTORY**

353	Flute Glasses
545	Wine Glasses
1000	Collins Glasses
447	Rocks Glasses
45	Wine Carafe
15	Water Pitcher
11	Small Ice Scoop
27	Store N Pour
17	Jigger
100	Liquor Pourers
3	Can Opener
4	Bottle Opener
5	Napkin Bar Caddy
6	Muller
4	Serving Tray
7	Cocktail Tray
9	Bus Tub
2	Champagne Ice Bucket w/Stand
2	Lager Beer Cart
1	Small Beer Cart
3	Ice Bins



AGREEMENT No. 18-R068916AJ

CATERING SERVICES

between

**MANATEE COUNTY
(COUNTY)**

and

**PUFF N STUFF CATERING, LLC DBA
PUFF 'N STUFF CATERING
(CONTRACTOR)**

AGREEMENT FOR CATERING SERVICES

THIS AGREEMENT is made and entered into as of this 27th day of November, 2018, by and between **MANATEE COUNTY**, a political subdivision of the State of Florida, (“**COUNTY**”), with offices located at 1112 Manatee Avenue West, Bradenton, Florida 34205, and **PUFF ‘N STUFF CATERING, LLC d/b/a PUFF ‘N STUFF CATERING**, a Florida, Limited Liability Corporation, (“**CONTRACTOR**”) with offices located at 250 Rio Drive, Orlando, Florida 32810, and duly authorized to conduct business in the State of Florida. **COUNTY** and **CONTRACTOR** are collectively referred to as the “Parties” and individually as “Party.”

WHEREAS, **CONTRACTOR** engages in the business of providing catering services; and

WHEREAS, **COUNTY** owns the Powel Crosley Estate located at 8374 N Tamiami Trail, Sarasota, Florida 34243 (Property); and

WHEREAS, **COUNTY** has determined that it is necessary, expedient and in its best interests to retain **CONTRACTOR** to render and perform catering services at Property; and

WHEREAS, this Agreement is a result of **CONTRACTOR’S** submission of a proposal in response to Request for Proposal No. 18-R068916AJ and **COUNTY** thereafter conducted a competitive selection process in accordance with the Manatee County Procurement Code.

NOW, THEREFORE, the **COUNTY** and **CONTRACTOR**, in consideration of the mutual covenants, promises, and representations contained herein, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1. SCOPE OF SERVICES

CONTRACTOR shall provide catering services to clients of the Property in accordance with the requirements in Exhibit A, Scope of Services.

ARTICLE 2. EXHIBITS INCORPORATED

This Agreement consists of a primary contract and nine (9) exhibits, which are as follows:

- Exhibit A** Scope of Services
- Exhibit B** Compensation Schedule
- Exhibit C** Affidavit of No Conflict
- Exhibit D** Insurance and Bond Requirements
- Exhibit E** Proposal Response to RFP No. 18-R068916AJ
- Exhibit F** Federal Grants Special Conditions
- Exhibit G** Special Conditions
- Exhibit H** Crosley Kitchen Inventory List

Exhibit I Summary Worksheet

ARTICLE 3. DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following definitions:

- A. **Contract Manager:** Duly authorized representative of the Property serving as Manatee County primary contact in regard to the administration of this Agreement.
- B. **Compensation:** The amounts due to the COUNTY from CONTRACTOR.
- C. **General Manager:** CONTRACTOR's full-time staff person who oversees the operations at the Property.
- D. **Gross Receipts:** All monies paid or payable to or consideration of determinable value received by CONTRACTOR for sales made, transactions had, or for services rendered from all sources in the operation of this Agreement regardless of when or where the order is received or the goods delivered or services rendered, whether paid or unpaid, whether for cash or on a credit basis or in consideration of any other thing of value; provided, however, that any sales taxes imposed by law directly payable by CONTRACTOR to a taxing authority and sales refunds may be excluded therefrom.
- E. **Monthly Compensation Report:** CONTRACTOR's report to the COUNTY that includes the total Automatic Clearinghouse (ACH) wire amount, the underlying compensation amounts which comprise it along with supporting documentation, the ACH conformation number and the settlement date.
- F. **Subcontractor:** A person or entity who has a direct contract with CONTRACTOR to perform work or provide services related to this Agreement. The term "Subcontractor" is referred to throughout the Agreement as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

ARTICLE 4. PURPOSE OF LICENSE AGREEMENT

- A. To enhance and promote Manatee County as a unique community and provide for the enjoyment of the use of the Property by its patrons, COUNTY hereby grants unto CONTRACTOR the right and privilege to provide catering services at the Property in accordance with the terms, conditions and limitations of this Agreement.
- B. This Agreement and the exclusive rights and privileges granted to CONTRACTOR hereunder for catering operations at Property, includes the sale of food and non-alcoholic and alcoholic beverages.
- C. Except as specifically provided for herein with respect to CONTRACTOR'S use of the Property under this Agreement, COUNTY shall, at all times, continue to retain and have the

unqualified right to make any and all reasonable determinations concerning or relating to the Property.

ARTICLE 5. AGREEMENT TERM

- A. This Agreement shall commence on the date of execution by COUNTY ("Effective Date"). This Agreement shall remain in force through one (1) years from the effective date unless terminated by COUNTY pursuant to Article 14, TERMINATION OF AGREEMENT, but not to exceed one (1) years.
- B. COUNTY reserves the right to extend the initial term of one (1) years for an additional four (4), one (1) year periods not to exceed a total of five (5) years.

ARTICLE 6. AUTHORIZED USES

- A. The Property shall be used by CONTRACTOR only for the purpose of catering services as described in Exhibit A, Scope of Services and for no other purposes without first obtaining the express written consent of COUNTY.
- B. The offering of products, services or advertising must be evaluated and pre-approved by COUNTY for appropriateness.
- C. CONTRACTOR acknowledges that COUNTY conducts periodic physical inventories and/or audits of its assets. CONTRACTOR shall, with reasonable notice, permit COUNTY to conduct such activities at the Property. A representative of the CONTRACTOR shall be available for consultation if requested. At least 24-hour advance notice will be provided by COUNTY to CONTRACTOR whenever possible.
- D. Notwithstanding the forgoing, authorized COUNTY employees, representatives, contractors or agents reserve the right to inspect the Property and/or CONTRACTOR'S operations at any time with or without prior notice, at all times, for any COUNTY business reason.

ARTICLE 7. COMPENSATION

- A. As compensation to the County, CONTRACTOR shall pay Compensation to COUNTY as described in Exhibit B, Compensation Schedule. Compensation shall be paid to COUNTY by the tenth (10th) business day of the following month (Due Date) for the previous month's revenues, with interest accruing after the fifteen (15) calendar day of the month. Any discrepancies shall be resolved within five (5) days of original submission of Compensation for the respective month; and
- B. By the 10th business day of each month, CONTRACTOR shall pay Compensation to COUNTY in the form of percentage rent (Percentage Rent) based on Gross Receipts of CONTRACTOR'S operations during the immediate previous month. Unless otherwise

specified in writing to the contrary, CONTRACTOR shall pay COUNTY Percentage Rent equal to one and one-half percent (1.5%) of Gross Receipts. CONTRACTOR shall deliver, with its payment to COUNTY a statement of Gross Receipts and supporting documentation that confirms the total Gross Receipts.

- C. In addition to applicable sales tax, CONTRACTOR shall be solely responsible for any ad valorem, rental or similar taxes levied upon CONTRACTOR'S equipment or activities arising from this Agreement. CONTRACTOR shall pay all such taxes directly to the entity or agency assessing the taxes, unless COUNTY is required by law to collect and remit such taxes. Upon COUNTY'S request, CONTRACTOR shall provide COUNTY with documentation evidencing the payment of any and all taxes paid directly to the entity or agency collecting the taxes.
- D. In the event CONTRACTOR fails to pay COUNTY any Percentage Rent due under the provisions of this Agreement, interest at one and one-half percent (1.5 %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision or its implementation, shall preclude COUNTY from terminating this Agreement for default, or pursue any other remedies as provided herein or by law. COUNTY'S acceptance of late payment of any fees shall not constitute a waiver of COUNTY'S right to terminate this Agreement in the event of any subsequent default by CONTRACTOR in the payment of any fees on the date the same shall be due and payable.

ARTICLE 8. COMPENSATION PAYMENTS

CONTRACTOR shall remit Monthly Compensation payments in the form of an Automatic Clearinghouse (ACH) remittance to the bank account of the Board of County Commissioners of Manatee County, Florida (preferred method), or by company check, on or before the due dates specified in Article 7, Compensation. CONTRACTOR shall provide the Monthly Compensation Report to COUNTY by mail or email to the COUNTY representative or designee specified in Article 26, NOTICES.

ARTICLE 9. CASH HANDLING REQUIREMENTS

- A. CONTRACTOR shall provide, operate and maintain point of sale computer systems to record all transactions. Daily Point of Sale (POS) system transactions shall be dated and number referenced and kept as a permanent record for a period of at least five (5) years. The proper functioning and maintenance of the POS system shall be the responsibility of CONTRACTOR. In the event of a need for repair of a POS system, such repair shall be required to occur within a forty-eight (48) hour period, excluding weekends, to assure accountability and proper recordkeeping.
- B. All cash registers and devices used in recording sales to customers shall have a non-resettable grand total that accumulates each transaction entered into the device. CONTRACTOR shall

provide sales receipts to customers for all goods and services sold. No register or device in which cash sales are recorded and deposited may be opened without recording the date and the time of said opening. Cash register or device drawers must be kept closed at all times except when sales are made, change is made, or routine audits are conducted.

- C. Cash registers must have sufficient keys for proper segregation of transactions and meet generally accepted accounting principles and cash control.
- D. All persons handling sales shall promptly record said sales (cash or credit) in cash registers and other electronic or mechanical devices provided by CONTRACTOR.

ARTICLE 10. MAINTENANCE OF RECORDS; REPORTS, AUDITS; LICENSES

- A. CONTRACTOR shall maintain records, accounts, property records, and personnel records in accordance with generally accepted accounting principles, as deemed necessary by COUNTY to ensure proper accounting of funds and compliance with the provisions of this Agreement. CONTRACTOR shall maintain record of all monies collected by CONTRACTOR in its operations under this Agreement.
- B. CONTRACTOR shall provide a monthly statement of income and Gross Receipts, in a form acceptable to the COUNTY. The report shall be applicable to the month for which payment is being made. This report shall be signed by the Treasurer, President or CEO of CONTRACTOR certifying to the accuracy of the report and gross receipts.
- C. At the COUNTY'S discretion and direction, CONTRACTOR shall, at its own expense within 60 days of the first anniversary of the execution of this Agreement, every other year thereafter until termination of the Agreement, and within 60 days of termination of this Agreement:
 - 1. Engage an independent certified public accountant to conduct an audit of its books and records related to this Agreement for the most recent calendar year utilizing the standards promulgated in the Generally Accepted Auditing Standards by the Auditing Standards Board of the American Institute of Certified Public Accountants and provide the results of such audit to the COUNTY;
 - OR
 - 2. Engage an independent certified public accountant to provide a financial statement and letter to the COUNTY which, at a minimum, shall include the results of its review of CONTRACTOR'S books and records, canceled checks, invoices and budgets from the most recent calendar year.
- D. CONTRACTOR shall provide COUNTY all information, reports, records and documents required by this Agreement or by COUNTY ordinances, rules or procedures, or as needed by COUNTY to monitor and evaluate CONTRACTOR'S revenues. Such materials shall also be made available to COUNTY upon request for auditing purposes. Inspection or copying will occur during normal business hours, and as often as COUNTY may deem necessary.

COUNTY shall have the right to obtain and inspect any audit pertaining to the performance of this Agreement or CONTRACTOR made by any local, state or federal agency. To the extent such materials are in the possession of a third-party, CONTRACTOR must obtain them from that third-party or certify in writing to COUNTY why it was unable to do so. CONTRACTOR shall retain all records and supporting documents related to this Agreement in accordance with all applicable laws, rules and regulations, and, at a minimum, retain all records and supporting documents related to this Agreement, except duplicate copies or drafts, for at least three (3) years after the termination date.

- E. CONTRACTOR shall obtain any licenses required for its operations and maintain full compliance with any licensure requirements. Copies of reports provided to or by any licensing or regulatory agency shall be forwarded to COUNTY within ten (10) days of receipt by CONTRACTOR. CONTRACTOR shall immediately notify COUNTY if the required licenses of any of its principles or agents working on this Agreement are terminated, suspended, revoked or are otherwise invalid and/or are no longer in good standing.

ARTICLE 11. BUILDINGS, STRUCTURES, EQUIPMENT, MAINTENANCE AND IMPROVEMENTS

- A. CONTRACTOR shall take responsibility for the Property in an as-is condition.
- B. CONTRACTOR represents that prior to signing this Agreement, it has inspected all buildings and structures, including any utilities, fixtures and equipment thereon, and confirms it is fully familiar with their condition and accepts same "as is" for the purposes of performing under this Agreement. Further, CONTRACTOR shall protect said buildings and structures, including any utilities, fixtures and equipment through its exercise of continual maintenance and security.
- C. Except for the equipment and assets listed in Exhibit H, Fixed Assets Listing, which shall be updated annually and is the official Manatee County inventory listing maintained by the office of the Clerk of Circuit Court, CONTRACTOR shall provide all equipment required to perform under this Agreement. CONTRACTOR shall bear the cost of all charges and expenses related to any and all maintenance of all equipment and improvements as shall be necessary for CONTRACTOR'S performance of this Agreement. CONTRACTOR understands and agrees that COUNTY fixtures and equipment are not to be removed from the Property.
- D. CONTRACTOR agrees that the assets listed in Exhibit G, Fixed Assets Listing, constitute the entire group of COUNTY equipment and assets over which it has been given custody and control by virtue of the Agreement. CONTRACTOR further agrees that during the term of the Agreement, and any extension(s) thereof, if any of the listed assets are destroyed, damaged, or stolen, it will repair or replace with like item(s) or reimburse COUNTY at Fair Market Value for any asset with a value at the time of loss which is greater than \$1,000. When COUNTY equipment is past its useful life, it will be returned to the COUNTY for disposal. Notwithstanding the foregoing, CONTRACTOR shall notify the COUNTY of any

lost or stolen property. In turn, COUNTY shall provide CONTRACTOR a minimum of thirty (30) days advanced notice in which to locate any lost or stolen item prior to being required to replace or reimburse the lost or stolen item(s).

- E. So long as this Agreement shall be in effect, CONTRACTOR shall, except as otherwise provided herein, maintain the buildings and structures in good order and repair with no signs of visual or structural damage. Further, CONTRACTOR shall keep the fixtures and equipment in a clean and functioning condition at all times with no signs of visual or mechanical damage.
- F. All new equipment, furnishings, repairs and improvements provided by LICENSEE shall meet and comply with the requirements of all applicable building, fire, restaurant, pollution, and other codes.
- G. All maintenance, service, and inspections of equipment and facilities shall be completed by trained personnel and in compliance with manufacturer guidelines and state and local laws, as applicable.
- H. CONTRACTOR will maintain records of all equipment and facility maintenance and inspections completed. These records, along with all third-party maintenance contracts, will be made available to COUNTY upon request.
- I. COUNTY's obligation to provide structural repairs is limited to providing Americans for Disabilities Act compliance for the buildings, or for the repair of the existing foundation, walls and roof and the existing portions of the electrical, plumbing and mechanical systems within such foundation, walls and roof.

ARTICLE 12. CONTRACTOR'S PRODUCTS, OPERATIONS AND SERVICES

- A. OPERATIONS: CONTRACTOR shall operate at the Property in compliance with the terms and conditions of this Agreement. CONTRACTOR shall offer high quality, competitively priced products. The sale of tobacco products and alcoholic beverages is strictly prohibited.
- B. EQUIPMENT: CONTRACTOR shall arrange for all procurement of all supplies, equipment, and services as deemed necessary and normal in the ordinary course of its operations at the Property. CONTRACTOR shall furnish and maintain, at its sole cost, all equipment, fixtures, and furnishings necessary to conduct the business permitted hereunder. At the termination or expiration of this Agreement, CONTRACTOR shall own such equipment, furnishings and fixtures it has procured and remove such equipment, furnishings and fixtures within 30 days of termination.
- C. ADVERTISING; CONTRACTOR shall not use the Manatee County name or logos for marketing and promoting its products.
- D. PRODUCTS: CONTRACTOR shall provide COUNTY with a list of any changes in the

products or services it offers or the maximum price that will be charged for each product or service. CONTRACTOR acknowledges that COUNTY shall be entitled to set price ceilings on products and services CONTRACTOR sells at the Property. Any such product/service or pricing changes must be approved by the Contract Manager in writing. CONTRACTOR shall not sell any products that, in the opinion of COUNTY, pose a safety or health hazard or are inappropriate for sale or display in a publicly owned property and/or facility.

- E. DISCOUNTED PRODUCTS: CONTRACTOR shall not extend credit, free products or services, or any discount to any COUNTY employee or official that is not available to the general public.
- F. SIGNAGE: CONTRACTOR shall provide signage, as approved by COUNTY, advertising its catering operations.
- G. CONTROL OF PROPERTY: CONTRACTOR shall not rent out or otherwise allow the Property to be occupied by or under the control of any third-party person, group or entity, without express prior written approval of COUNTY.
- H. BUSINESS OPERATIONS: CONTRACTOR shall not conduct any business or activity on the licensed premises, which is not authorized by this Agreement. It is expressly understood and agreed that CONTRACTOR'S operations shall not unreasonably interfere in any manner with the use of public areas or infringe upon the rights of others authorized to conduct business near the location of the Property. CONTRACTOR agrees that a determination by COUNTY will be accepted as final in evaluating CONTRACTOR'S activities that unreasonably infringe on the rights of others and that CONTRACTOR will fully comply with any such decisions.

ARTICLE 13. ENVIRONMENTAL RESPONSIBILITY

- A. LAND RESOURCES. CONTRACTOR shall at all times comply with all laws, rules, policies or standards concerning the environment or protection of natural resources with respect to CONTRACTOR'S operations. CONTRACTOR shall also strictly adhere to any federal, state and local requirements governing stormwater, pest management, and environmental monitoring of chemicals, pesticides and fuel.
- B. GREEN PURCHASING: COUNTY encourages the implementation of environmentally sustainable measures, such as recycling, as well as buying and utilizing 'green' products. Whenever possible for all aspects of the operation, CONTRACTOR must incorporate such measures into its operations to support environmental sustainability.

ARTICLE 14. TERMINATION OF AGREEMENT

A. TERMINATION FOR CAUSE:

1. COUNTY shall have the right, by written notice to CONTRACTOR, to terminate this

Agreement, in whole or in part, for failure to substantially comply with the terms and conditions of this Agreement, to include failure to operate in a manner that complies with the specifications herein or that fail to meet COUNTY'S performance standards;

2. Prior to termination for default, COUNTY shall provide adequate written notice to CONTRACTOR, affording CONTRACTOR the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action.
3. Such termination may also result in suspension or debarment of CONTRACTOR in accordance with Manatee County's Procurement Ordinance, Chapter 2-26. CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of the Agreement. This liability includes any increased costs incurred by COUNTY in completing contract performance.
4. In the event of termination of this Agreement, CONTRACTOR shall be liable for any damage to COUNTY resulting from CONTRACTOR'S default of this Agreement. This liability includes any increased costs incurred by COUNTY in completing performance under this Agreement.
5. In the event of termination by COUNTY for any cause, CONTRACTOR shall not have any right or claim against COUNTY for lost profits or compensation for lost opportunities. Upon receipt of COUNTY'S Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:
 - a. Stop operations on the date and to the extent specified; and
 - b. Terminate and settle all orders and subcontracts relating to the operations.

B. TERMINATION WITHOUT CAUSE:

COUNTY may terminate this Agreement, in whole or in part, without cause. COUNTY shall provide CONTRACTOR a written "Notice of Intent to Terminate" thirty (30) days prior to the date of termination. If this Agreement is terminated by the COUNTY without cause, CONTRACTOR shall provide payment to COUNTY of which it is entitled for revenues generated under this Agreement prior to termination, plus any costs, expenses or damages due to the failure of the CONTRACTOR to properly perform pursuant to this Agreement.

ARTICLE 15. TRANSITION SERVICES UPON TERMINATION

Upon termination or expiration of this Agreement, CONTRACTOR shall cooperate with COUNTY to assist with the orderly transfer of the services provided by CONTRACTOR to COUNTY. Prior to termination or expiration of the Agreement, COUNTY may require

CONTRACTOR to perform and, if so required, CONTRACTOR shall perform, certain transition services necessary to shift the services of CONTRACTOR to another provider or to COUNTY itself as described below (the "Transition Services"). The Transition Services may include but shall not be limited to:

- A. Working with COUNTY to jointly develop a mutually agreed upon Transition Services plan to facilitate the termination;
- B. Performing the Transition Services plan activities;
- C. Answering questions regarding the services on an as-needed basis; and
- D. Providing such other reasonable services needed to effectuate an orderly transition to a new service provider or to COUNTY.

ARTICLE 16. DISPUTE RESOLUTION

Disputes shall be resolved in accordance with the Manatee County Purchasing Code (Chapter 2-26 of the Manatee County Code of Ordinances). Any dispute resolution constituting a material change in this Agreement shall not be final until an amendment to this Agreement has been approved and executed by the County Purchasing Official. If such dispute involves the percentage of the work completed by CONTRACTOR, COUNTY shall, as promptly and reasonably as possible after resolution of such dispute, forward payment to CONTRACTOR of any amount that is determined to be owed by the COUNTY.

CONTRACTOR agrees it must exhaust all dispute resolution procedures set forth in Manatee County's Purchasing Code prior to instituting any action in state or federal court or before any administrative agency or tribunal.

ARTICLE 17. PUBLIC RECORDS

Pursuant to Florida Statutes §119.0701, to the extent CONTRACTOR is performing services on behalf of COUNTY, CONTRACTOR shall:

- A. Keep and maintain public records required by COUNTY to perform the service.
- B. Upon request from COUNTY'S custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statutes Chapter 119 or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if CONTRACTOR does not

transfer the records to COUNTY.

- D. Upon completion of the Agreement, transfer, at no cost, to COUNTY all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of the Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY'S custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

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

Phone: 941.742.5845

Email: Debbie.Scaccianoce@mymanatee.org

Mail or hand delivery:

Manatee County

Attn: Records Manager

1112 Manatee Avenue West

Bradenton FL 34205

ARTICLE 18. INDEMNIFICATION

Each Party shall defend, indemnify, and hold harmless the other, its officers, employees and agents, from any and all third-party claims, liabilities, loss, or cause of action for property damage or bodily injury, including death, arising out of any negligent actions or omissions of the indemnifying party, its agents, officers, employees or agents in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to the indemnified party. Such indemnification shall include, but not be limited to, the payment of all valid claims, losses, and judgements of any nature whatsoever in connection therewith and the payment of all related fees and costs, including attorneys' fees, incurred by the indemnified party in connection with the indemnifying party's activities arising out of the performance of this Agreement. This indemnification obligation shall not be construed to negate, abridge or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or deemed to affect the rights, privileges and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

ARTICLE 19. NO WAIVER OF SOVEREIGN IMMUNITY

Nothing herein shall be interpreted as a waiver of COUNTY of its rights, including the limitations of the waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statutes or immunities. COUNTY expressly reserves these rights to the full extent allowed by law.

ARTICLE 20. INSURANCE

- A. CONTRACTOR shall, at its own cost and expense, acquire and maintain (and cause any subcontractors, representatives, or agents to acquire and maintain) insurance policies that comply with the Insurance Requirements, attached as **Exhibit D**, during the term of this Agreement, to include any renewal terms.
- B. Certificates of Insurance and copies of policies evidencing the insurance coverage specified in **Exhibit D** shall be filed with the Purchasing Official before the Effective Date of this Agreement. The required certificates shall identify the type of policy, policy number, date of expiration, amount of coverage, companies affording coverage, shall refer specifically to the title of this Agreement, and shall name Manatee County as an additional insured. No changes shall be made to the insurance coverage without prior written approval by COUNTY'S Risk Management Division.
- C. Insurance shall remain in force for at least three (3) years after completion of services under this Agreement in the amounts and types of coverage as required by **Exhibit D**, including coverage for all products and services completed under this Agreement.
- D. If the initial insurance expires prior to the termination of this Agreement, renewal Certificates of Insurance and required copies of policies shall be furnished by CONTRACTOR and delivered to the Procurement Official thirty (30) days prior to the date of their expiration.

ARTICLE 21. COMPLIANCE WITH LAWS

CONTRACTOR'S operations pursuant to the provisions of this Agreement shall be in compliance with all applicable local, state and federal laws and ordinances. CONTRACTOR shall have and keep current at all times during the term of this Agreement all licenses and permits as required by law.

ARTICLE 22. SOLICITATION OF AGREEMENT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person other than an employee working

solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement without liability, or at its discretion, to deduct from the Agreement price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 23. NON-DISCRIMINATION

CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, sex, creed, national origin, disability, age or sexual orientation, and will take affirmative action to ensure that all employees and applicants are afforded equal employment opportunities without discrimination because of race, color, sex, creed, national origin, disability, age, or sexual orientation. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining (including apprenticeship and on-the-job training).

No person in the United States shall, on the grounds of race, color or national origin be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Agreement.

ARTICLE 24. ASSIGNMENT AND SUBCONTRACTING

CONTRACTOR shall not assign or transfer any right or duty under this Agreement to any other party without the prior written consent of COUNTY. In the event CONTRACTOR asserts it is necessary to utilize the services of third-parties to perform any service under this Agreement, CONTRACTOR shall first obtain prior written approval of COUNTY.

Approval to utilize any third-party shall not relieve CONTRACTOR from any direct liability or responsibility to COUNTY pursuant to the provisions of this Agreement, or obligate COUNTY to make any payments other than payments due to CONTRACTOR as outlined in this Agreement. All terms and conditions of this Agreement shall extend to and be binding on any approved purchaser, assignee, or other successor in interest.

Assignment, pledging, sale, transfer or encumbering of any interest or rights under this Agreement, to anyone other than the CONTRACTOR, without the prior written consent of the COUNTY, shall be grounds for immediate termination of this Agreement.

ARTICLE 25. CERTIFICATION OF NON-PAYMENT OF COMMISSION OR GIFT

CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement,

and that it has not paid or agreed to pay any company or person other than an employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift, contingent fee, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, COUNTY shall have the right to annul this Agreement, without liability or at its discretion to deduct from the contract price consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

ARTICLE 26. NOTICES

All notices, requests and authorizations provided for herein shall be in writing and shall be delivered by hand or mailed through the U.S. Mail, addressed as follows:

To COUNTY: Manatee County Government,
Bradenton Area Convention & Visitors Bureau
Attn: Director
One Haben Boulevard
Bradenton, FL 34205
Phone: (941) 722.3244 EXT 3962

To CONTRACTOR: Puff 'n Stuff Catering, LLC
Attn: Warren Dietel
250 Rio Drive
Orlando, Florida 32810
warren@puffnstuff.com
Phone: (407) 398 6306

ARTICLE 27. RELATIONSHIP OF PARTIES

The relationship of CONTRACTOR to COUNTY shall be that of an independent contractor. Nothing herein contained shall be construed as vesting or delegating to CONTRACTOR or any of the officers, employees, personnel, agents, or sub-consultants of CONTRACTOR any rights, interest or status as an employee of COUNTY. COUNTY shall not be liable to any person, firm or corporation that is employed by Agreements or provides goods or services to CONTRACTOR in connection with the Agreement or for debts or claims accruing to such parties. CONTRACTOR shall promptly pay, discharge or take such action as may be necessary and reasonable to settle such debts or claims.

ARTICLE 28. NO CONFLICT

By accepting award of this Agreement, CONTRACTOR, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of duties or services required hereunder.

ARTICLE 29. ETHICAL CONSIDERATIONS

CONTRACTOR recognizes that in rendering the services pursuant to the provisions of this Agreement, CONTRACTOR is working for the residents of Manatee County, Florida, subject to public observation, scrutiny and inquiry; and based upon said recognition CONTRACTOR shall, in all of its relationships with COUNTY pursuant to this Agreement, conduct itself in accordance with all of the recognized applicable ethical standards set by any related national societies, and the reasonable traditions to perform the services. CONTRACTOR shall be truthful in its communications with COUNTY personnel regarding matters pertaining to this Agreement and the scope of services rendered to COUNTY.

ARTICLE 30. PUBLIC ENTITY CRIMES

CONTRACTOR has been made aware of the Florida Public Entity Crimes Act, § 287.133, Florida Statutes, specifically section 2(a), and COUNTY's requirement that CONTRACTOR comply with it in all respects prior to and during the term of this Agreement.

ARTICLE 31. SEVERABILITY

It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

ARTICLE 32. HEADINGS. CONSTRUCTION

The parties agree that they have each participated in the drafting of this Agreement and that the rules with respect to construing ambiguities against the drafter of a contract shall not apply in any action or litigation regarding this Agreement. All Articles and descriptive headings of paragraphs of this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE 33. TAXES

COUNTY is exempt from Federal Excise and State Sales Taxes (F.E.T. Exemption Certificate No. 59-78-0089K; FL Sales Tax Exemption Certificate No. 51-02-027548-53C). Therefore, CONTRACTOR is prohibited from charging or imposing any sales or service taxes. Nothing herein shall affect CONTRACTOR's normal tax liability.

CONTRACTOR shall be responsible for payment of federal, state, and local taxes which may be

imposed upon CONTRACTOR under applicable law to the extent that CONTRACTOR is responsible for the payment of same under applicable law, including any sales taxes due on rent of COUNTY Property.

ARTICLE 34. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations to the extent that performance of such obligations or any of them is delayed or prevented by Force Majeure. This Article does not exempt CONTRACTOR from the payment of all rents and other fees due to the COUNTY for use of the Property.

Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, hurricane, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 35. LEGAL REFERENCES

All references to statutory sections or chapters shall be construed to include subsequent amendments to such provisions, and to refer to the successor provision of any such provision. References to "applicable law" and "general law" shall be construed to include provisions of local, state and federal law, whether established by legislative action, administrative rule or regulation, or judicial decision.

ARTICLE 36. GOVERNING LAW, JURISDICTION AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any action filed regarding this Agreement will be filed only in Manatee County, Florida, or if in Federal Court, the Middle District of Florida, Tampa Division.

ARTICLE 37. ATTORNEY FEES

In the event of any litigation arising under the terms of this Agreement, each party shall be responsible for their own attorney's fees, including appellate fees, regardless of the outcome of the litigation.

ARTICLE 38. NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of the Parties hereto, and no right, privilege, or cause of action shall by reason hereof accrue upon, to, or for the benefit of any third-party. Nothing in

this Agreement is intended or shall be construed to confer upon or give any person, corporation, partnership, trust, private entity, COUNTY, or other governmental entity any right, privilege, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof.

ARTICLE 39. ENTIRE AGREEMENT; AMENDMENTS

This Agreement and Exhibits referenced herein constitute the entire Agreement between the parties with respect to subject matter and mutually agree that no verbal agreements, representations, warranties or other understandings affecting the same exist. No amendment hereof shall be effective until and unless reduced to writing and executed by the parties. The parties shall execute any additional documents as may be necessary to implement and carry out the intent of this Agreement.

ARTICLE 40. AUTHORITY TO EXECUTE

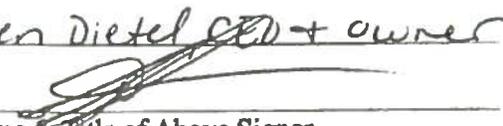
Each of the parties hereto covenants to the other party that it has lawful authority to enter into this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed effective as of the date set forth above.

PUFF N STUFF CATERING, LLC

By: Warren Dietel CEO + owner


Print Name & Title of Above Signer

Date: 11/19/18

MANATEE COUNTY, a political subdivision of the State of Florida

By: 
Theresa Webb, M.A., CPPO, CPPB, CPSM,
C.P.M., Procurement Official.

Date: 11/27/18

**EXHIBIT A
SCOPE OF SERVICES
POWEL CROSLEY ESTATE**

A.01. SCOPE

The scope of catering services shall include all areas of service typically offered in a first-class catering services, i.e., table side service, buffet, tapas, themed events for the Powel Crosley Estate clients, and any in-house COUNTY sponsored events.

Contractor shall provide all labor, supervision, equipment, insurance, incidentals necessary to provide on-site catering services to County clients, their customers, and exhibitors at the CROSLEY, located at 8374 N Tamiami Trail, Sarasota, Florida.

The services include shall include the purchase, preparation, sales/marketing, and service of food, non-alcoholic and alcoholic beverages and other related food items for COUNTY catered and non-catered events at the CROSLEY. The CONTRACTOR shall meet with all potential and current clients to review and to offer suggestions for their food service needs. The CONTRACTOR shall coordinate all services with the COUNTY and its clients.

A.02. GENERAL REQUIREMENTS

Contractor shall provide the following requirements and be responsible for all aspects of the food service operation including, but not limited to:

- A. Prepare and serve food and beverages in all areas of the CROSLEY.
- B. Assign a qualified representative to answer questions relating to the food service operation from clients and prospective clients of the County. This representative shall attend weekly meetings with the CROSLEY team to review upcoming events. Meetings shall be in person or by phone and schedule at the COUNTY's discretion.
- C. Meet directly with the County clients and/or County BACVB staff to develop menus and style of service for events.
- D. Set-up and clean-up of all the buffets and beverage stations, linens, centerpieces, decor, flatware, dishes, glassware and condiments.
- E. Provide the covering and draping of tables, placing of decorations, (e.g., flags, balloons, drapes, flowers, wedding favors, table stands with numbers) on tables, cleaning and removing of all service ware and decor, tablecloths, and draping at the completion of the function in areas where food service functions are held.
- F. Provide decorations and signage for coffee service, food stations, buffets, and other service stations to deliver a five-star atmosphere.

- G. Deliver and dispense food, beverages, supplies, and other articles for temporary set ups and portable carts.
- H. Provide and clean items required for event water services including, but not limited to: water pitchers, trays, ice, and glasses.
- I. Set up and supply the water service for all tables and lecterns during a meeting or event as required by a client.
- J. Provide all necessary equipment to properly accept product deliveries as well as transporting products between CROSLEY. NOTE: Contractor 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.
- K. Comply with all OSHA and ADA requirements as well as all federal, State and local laws, regulations and ordinances.
- L. Maintain all food service at the CROSLEY and it occupies in a clean and sanitary condition in accordance with, and consistent with, all applicable rules and requirements of law, pertinent health and sanitation codes, and the requirements of duly authorized Health Authorities having jurisdiction. The County shall determine acceptable performance levels relative to maintenance and sanitation conditions.
- M. Provide a copy of all health inspections to the County within twenty-four (24) hours of said inspections.

A.03. SERVICE REQUIREMENTS

Contractor's services shall include but not be limited to:

- A. Providing services and representing the County in a professional manner.
- B. Ensure all food and beverage sales and services are conducted and operated within the rules and regulations provided herein.
- C. Operating the spaces designated in the CROSLEY for the services of food and beverage in a manner consistent with convenience and safety of the public and event management during designated County events.
- D. Employing a highly skilled professional, management staff possessing the necessary experience and expertise to provide the overall management of a high-quality catering service.
- E. At no time will any employee of the Contractor allow free entrance to the Facility by any person who is not an employee of the Facility or the Contractor or client.
- F. Obtaining prior approval by the County of all subcontractors.

A.04. TECHNICAL REQUIREMENTS

Contractor shall adhere to the following technical requirements in the provision of services:

A. Employee Attire

All employees of the CONTRACTOR shall be neatly attired in uniforms that clearly and properly identify the CONTRACTOR. All employees shall wear a

name identification tag at all times while on duty. Additionally, it shall be the responsibility of the CONTRACTOR to ensure that all employees meet minimum hygiene and appearance standards

B. Serving of Alcoholic Beverages

The Contractor shall provide the following:

1. Exercise total independent, prudent, and reasonable experienced judgment in the service of alcoholic beverages; and
2. Use **extreme** care to ensure that no alcoholic beverages are sold to minors.
3. Use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages.
4. Provide the documented alcohol training of all staff as required to the County.

C. Inventory

The County will provide minimal existing inventory kitchen preparation and service equipment as outlined on Exhibit 5, Crosley Equipment List. All such equipment will remain the property of the County and must not be loaned or removed from the CROSLEY. No modifications or alterations may be made to this equipment without the express written approval of the County.

D. Menu and Signage

1. Menus shall be typed or professionally printed.
2. No hand-written menus or signs shall be allowed.
3. Contractor shall post and display all menu items and prices for permanent and portable stands.
4. Contractor shall provide State of the Art menu boards graphic signage wherever required.
5. Signs shall be consistent, professional, and approved by the County prior to displaying.

E. Equipment

The Contractor shall install and remove at the end of each function the following equipment which includes, but is not limited to:

1. Cash registers, sales slips, invoicing machines, and other automated accounting equipment; or
2. Devices required to record the gross receipts on all sales properly and accurately, by event, by type, by servicers, and any other business transactions made by the Contractor under the resulting agreement relating to any cash event or operating the concessions for the County during pre-determined larger events.

F. Utilities

The County shall provide the following utilities:

1. Telephone service
2. Electricity

3. Natural gas
4. Air conditioning, heat, water, and sewer
5. One (1) eight (8) yard dumpster

Any added utility capacities, telephone services and/or outlets beyond those provided, the cost of such installation and hookups shall be the responsibility of the successful Proposer.

G. Permits

The Contractor 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 services described herein.

H. Designated Space

The Contractor shall have designated space in the during the event/function only:

1. CROSLEY Receiving Dock Area
2. CROSLEY Kitchen
3. Staff parking spaces at the CROSLEY on a first-come-first serve basis.
4. Walk-in cooler

All items belonging to the Contractor are to be removed at the end of the contracted event/function.

I. Maintenance and Clean-up

The Contractor shall:

1. Be responsible for keeping clean, covered, polished, and in good repair all equipment owned by the County and utilized by the Contractor.
2. Be required to operate all food service related equipment in accordance with manufacturers' recommendations.
3. Maintain all food and beverage service at the CROSLEY in a clean and sanitary condition in accordance with, 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.
4. Maintain, on a continuing basis and in a sanitary and clean manner, the receiving dock area where food and beverages are delivered and ensure the dock area is free and clear of any items. Dock area cannot be used to store items as it is also utilized by County staff, clients, and County suppliers.
5. 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.

A.05. Financial Transaction

The Contractor shall be responsible for providing the following:

A. Monthly Invoices and reports

Invoicing the client and collect payment directly from the client and provide the County an agreed upon commission percentage of all catered event gross

receipts (Gross Receipts shall be defined as all revenues excluding any sales tax). This commission amount 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. The commission percentage of Gross Receipts shall be paid to the County by the 10th of each month and accompanied by a summary statement outlining each catered event along with a copy of the final client paid invoice. Any discrepancies shall be resolved within five (5) days of original submission.

B. Audit Compliance

The Contractor shall participate and comply with any internal and external quality assurance and grievance procedures as a result of the services performed and as described in this Request for Proposal. The Contractor shall 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 Contractor shall work with the Clerk's office to ensure compliance with any such issues.

A.06. PAYMENT CARD INDUSTRY (PCI) COMPLIANCE

The Contractor must meet and maintain the following PCI Compliance standards:

- A. Must conduct the required security assessments and remain PCI compliant for the term of the Agreement.
- B. Must provide verification to the County on an annual basis of its continued compliance with the PCI Security Standards Council.
- C. Notify the County within 48 hours of discovery of any security breach.

END OF EXHIBIT A

EXHIBIT "B"
POWEL CROSLY ESTATE
PAYMENTS TO THE COUNTY

For Catering Services: The CONTRACTOR shall remit monthly payments to the COUNTY of twelve percent (12%) of the total gross receipts less sales taxes of all events (not including alcohol, or In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

For Alcohol Services: The CONTRACTOR shall remit monthly payments to the COUNTY of twenty (20%) of the total gross receipts less sales taxes of all events, (not including In-House COUNTY sponsored events). Payment shall be paid to the COUNTY by the tenth (10th) business day the following month (due date), with interest accruing after fifteen (15) calendar days. Any discrepancies shall be resolved within five (5) days of original submission.

For CONTRACTOR Self-Promotion Events: The CONTRACTOR shall remit monthly payments to the COUNTY of twelve (12%) of the total gross receipts less sales taxes of all events. The rental cost for location shall be 75% off the regular rental cost (includes cost for utilities and COUNTY staff on duty).

1. The Month End Billing and Payment Summary Statement shall be included, with the above monthly payments, along with a copy of the CONTRACTOR'S receipts and shall be submitted to the BACVB on or before the fifth (5th) of each month for the previous month. In the event CONTRACTOR fails to pay COUNTY any of the fees or charges due under the provisions of this AGREEMENT, interest at one and one-half percent (1 ½ %) per month shall accrue against each delinquent payment until same is paid. Interest shall be charged from the date payment is due. Neither the inclusion of this provision, nor its implementation, shall preclude the COUNTY from terminating this AGREEMENT for default or from pursuing any other remedies as provided herein or by law. The COUNTY'S acceptance of late payment of any fees or charges shall not constitute a waiver of COUNTY'S right to terminate this AGREEMENT in the event of any subsequent default by CONTRACTOR in the payment of any fees or charges on the date the same shall be due and payable.
2. CONTRACTOR shall remit monthly payments to for the Powel Crosley Estate to the BACVB Finance Office in the form of a check or credit Card payable to the Manatee County Board of County Commissioners.
3. Any In-House COUNTY sponsored event shall receive a thirty-five percent (35%) discount off the regular set menu pricing and is not subject to commission payment.

4. The CONTRACTOR may use BACVB staff to set up buffet tables, beverage tables, or any other table needed to provide food service at a cost of \$18.00 per hour straight labor fee.
5. Catering services funded by Grant monies (and identified as such by the BACVB) are to be invoiced to the COUNTY. Payment will be processed from the COUNTY (minus appropriate commission).

EXHIBIT C
AFFIDAVIT OF NO CONFLICT

STATE OF Florida

COUNTY OF Orange

BEFORE ME, the undersigned authority, this day personally appeared [INSERT NAME] Warren Dietel as [INSERT TITLE] CEO + Owner of [INSERT SUPPLIER NAME] Puff 'n Stuff Catering, with full authority to bind (hereinafter "CONTRACTOR"), who being first duly sworn, deposes and says that CONTRACTOR:

(a) Is not currently engaged and will not become engaged in any obligations, undertakings or contracts that will require CONTRACTOR to maintain an adversarial role against the County or that will impair or influence the advice, recommendations or quality of work provided to the County; and

(b) Has provided full disclosure of all potentially conflicting contractual relationships and full disclosure of contractual relationships deemed to raise a question of conflict(s); and

(c) Has provided full disclosure of prior work history and qualifications that may be deemed to raise a possible question of conflict(s).

Affiant makes this Affidavit for the purpose of inducing Manatee County, a political subdivision of the State of Florida, to enter into this Agreement No. 18-R068916AJ for catering services.

DATED this 20 day of November, 2018.

[Signature]
Signature

The foregoing instrument was sworn to and acknowledged before me this 20 day of November, 2018, by Warren Dietel, as CEO of Puff 'n Stuff Catering. He/she is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida at Large

Commission No. GG246550

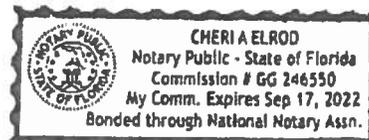


EXHIBIT D
INSURANCE AND BOND REQUIREMENTS

The CONTRACTOR will not commence work under the resulting Agreement until all insurance coverages indicated herein have been obtained. The CONTRACTOR shall obtain and submit to the Procurement Division within ten (10) calendar days from the date of notice of intent to award, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy): Work under this Agreement cannot commence until all insurance coverages indicated herein have been obtained on a standard ACORD form (inclusive of any amounts provided by an umbrella or excess policy):

<u>STANDARD INSURANCES</u>	<u>REQUIRED LIMITS</u>
<p>1. <input checked="" type="checkbox"/> Automobile Liability Insurance:</p>	<p>Coverage must be afforded under a per occurrence policy form including coverage for all owned, hired and non-owned vehicles for bodily injury and property damage of not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Combined Single Limit; OR • \$ <u>500,000</u> Bodily Injury and \$ <u>500,000</u> Property Damage • \$ <u>10,000</u> Personal Injury Protection (No Fault) • \$ <u>500,000</u> Hired, Non-Owned Liability • \$ <u>10,000</u> Medical Payments <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>2. <input checked="" type="checkbox"/> Commercial General Liability Insurance:</p> <p><i>(Per Occurrence form only; claims-made form is not acceptable)</i></p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ <u>1,000,000</u> Single Limit Per Occurrence • \$ <u>2,000,000</u> Aggregate • \$ <u>1,000,000</u> Products/Completed Operations Aggregate • \$ <u>1,000,000</u> Personal and Advertising Injury Liability • \$ <u>50,000</u> Fire Damage Liability • \$ <u>10,000</u> Medical Expense, and • \$ <u>1,000,000</u>, Third-party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$<u>10,000,000</u>) <p><i>This policy shall contain severability of interests' provisions.</i></p>
<p>3. <input checked="" type="checkbox"/> Employer's Liability Insurance</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • \$ <u>100,000</u> Each Accident • \$ <u>500,000</u> Disease Each Employee • \$ <u>500,000</u> Disease Policy Limit •
<p>4. <input checked="" type="checkbox"/> Worker's</p>	<p>Coverage limits of not less than:</p> <ul style="list-style-type: none"> • Statutory workers' compensation coverage shall apply for all

<p>Compensation Insurance</p> <p><input type="checkbox"/> US Longshoremen & Harbor Workers Act Coverage</p> <p><input type="checkbox"/> Jones Act Coverage</p>	<p>employees in compliance with the laws and statutes of the State of Florida and the federal government.</p> <ul style="list-style-type: none"> • If any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act and Jones Act. <p>Should 'leased employees' be retained for any part of the project or service, the employee leasing agency shall provide evidence of Workers' Compensation coverage and Employer's Liability coverage for all personnel on the worksite and in compliance with the above Workers' Compensation requirements.</p> <p>NOTE: Workers' Compensation coverage is a firm requirement. Elective exemptions are considered on a case-by-case basis and are approved in a very limited number of instances.</p>
<p><u>OTHER INSURANCES</u></p>	<p><u>REQUIRED LIMITS</u></p>
<p>5. <input type="checkbox"/> Aircraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury with no less than <u>\$100,000</u> per passenger each occurrence or a 'smooth' limit. • \$ _____ General Aggregate
<p>6. <input type="checkbox"/> Unmanned Aircraft Liability Insurance (Drone)</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name 'Manatee County' a political subdivision of the State of Florida' as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence Property and Bodily Injury; Coverage shall specifically include operation of Unmanned Aircraft Systems (UAS), including liability and property damage. • \$ _____ General Aggregate
<p>7. <input type="checkbox"/> Installation Floater Insurance</p>	<p>When the contract or agreement does not include construction of, or additions to, above ground building or structures, but does involve the installation of machinery or equipment, Installation Floater Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • 100% of the completed value of such addition(s), building(s), or structure(s)
<p>8. <input type="checkbox"/> Professional Liability and/or Errors and Omissions</p>	<p>Coverage shall be afforded under either an occurrence policy form or a claims-made policy form. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p>

<p>(E&O) Liability Insurances</p>	<ul style="list-style-type: none"> • \$ <u>1,000,000</u> Bodily Injury and Property Damage Each Occurrence • \$ <u>2,000,000</u> General Aggregate
<p>9. <input type="checkbox"/> Builder's Risk Insurance</p>	<p>When the contract or agreement includes the construction of roadways and/or the addition of a permanent structure or building, including the installation of machinery and/or equipment, Builder's Risk Insurance shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • An amount equal to 100% of the completed value of the project, or the value of the equipment to be installed • The policy shall not carry a self-insured retention/deductible greater than \$10,000 <p>Coverage shall be for all risks and include, but not be limited to, storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to the project, theft coverage, and Waiver of Occupancy Clause Endorsement, where applicable.</p>
<p>10. <input type="checkbox"/> Cyber Liability Insurance</p>	<p>Coverage shall comply with Florida Statute 501.171, shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Security Breach Liability • \$ _____ Security Breach Expense Each Occurrence • \$ _____ Security Breach Expense Aggregate • \$ _____ Replacement or Restoration of Electronic Data • \$ _____ Extortion Threats • \$ _____ Business Income and Extra Expense • \$ _____ Public Relations Expense <p>NOTE: Policy must not carry a self-insured retention/deductible greater than <u>\$25,000</u>.</p>
<p>11. <input type="checkbox"/> Hazardous Materials Insurance (As Noted)</p>	<p>Hazardous materials include all materials and substances that are currently designated or defined as hazardous by the law or rules of regulation by the State of Florida or federal government.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form, and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <p><input type="checkbox"/> Pollution Liability</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a \$1,000,000

	<p>minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate.</p> <p><input type="checkbox"/> Asbestos Liability (If handling within scope of Contract)</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Bodily Injury and Property Damage to include sudden and gradual release, each claim and aggregate. <p><input type="checkbox"/> Disposal</p> <p>When applicable, CONTRACTOR shall designate the disposal site and furnish a Certificate of Insurance from the disposal facility for Environmental Impairment Liability Insurance covering liability.</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Sudden and Accidental Occurrences, each claim and an aggregate. • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, for Liability for Non-Sudden and Accidental Occurrences, each claim and an aggregate.
<p>12. <input type="checkbox"/> Hazardous Waste Transportation Insurance</p>	<p>CONTRACTOR shall designate the hauler and have the hauler furnish a Certificate of Insurance for Automobile Liability insurance with Endorsement MCS-90 for liability arising out of the transportation of hazardous materials. EPA identification number shall be provided.</p> <p>All coverage shall be afforded under either an occurrence policy form or a claims-made policy form and the policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured. If the coverage form is on a claims-made basis, then coverage must be maintained for a minimum of three years from termination of date of the contract. Limits must not be less than:</p> <ul style="list-style-type: none"> • Amount equal to the value of the contract, subject to a <u>\$1,000,000</u> minimum, per accident.
<p>13. <input checked="" type="checkbox"/> Liquor Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • <u>\$1,000,000</u> Each Occurrence and Aggregate
<p>14. <input type="checkbox"/> Garage Keeper's Liability Insurance</p>	<p>Coverage shall be required if the maintenance, servicing, cleaning or repairing of any County motor vehicles is inherent or implied within the provision of the contract.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the lot or garage.

<p>15. <input type="checkbox"/> Bailee's Customer Liability Insurance</p>	<p>Coverage shall be required for damage and/or destruction when County property is temporarily under the care or custody of a person or organization, including property that is on, or in transit to and from the person or organization's premises. Perils covered should include fire, lightning, theft, burglary, robbery, explosion, collision, flood, earthquake and damage or destruction during transportation by a carrier.</p> <p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • Property and asset coverage in the full replacement value of the County asset(s) in the CONTRACTOR'S care, custody and control.
<p>16. <input type="checkbox"/> Hull and Watercraft Liability Insurance</p>	<p>Coverage shall be afforded under a per occurrence policy form, policy shall be endorsed and name "Manatee County, a political subdivision of the State of Florida" as an Additional Insured, and include limits not less than:</p> <ul style="list-style-type: none"> • \$ _____ Each Occurrence • \$ _____ General Aggregate • \$ _____ Fire Damage Liability • \$10,000 Medical Expense, and • \$ _____ Third-party Property Damage • \$ _____ Project Specific Aggregate (Required on projects valued at over \$10,000,000)
<p>17. <input type="checkbox"/> Other [Specify]</p>	

<u>BOND REQUIREMENTS</u>	
<p>1. <input type="checkbox"/> Bid Bond</p>	<p>A Bid Bond in the amount of \$ _____ or _____% of the total offer. Bid bond shall be submitted with the sealed response and shall include project name, location, and / or address and project number.</p> <p>In lieu of the bond, the bidder may file an alternative form of security in the amount of \$ _____ or _____% of the total offer. in the form of a money order, a certified check, a cashier's check, or an irrevocable letter of credit issued to Manatee County.</p> <p>NOTE: A construction project over \$200,000 requires a Bid Bond in the amount of 5% of the total bid offer.</p>

<p>2. <input type="checkbox"/> Payment and Performance Bond</p>	<p>A Payment and Performance Bond shall be submitted by Successful Bidder for 100% of the award amount and shall be presented to Manatee County within ten (10) calendar days of issuance of the notice of intent to award.</p> <p>NOTE: A construction project over \$200,000 requires a Payment and Performance Bond.</p>
--	---

[Remainder of page intentionally left blank]

INSURANCE REQUIREMENTS

I. THE POLICIES ARE TO CONTAIN, OR BE ENDORSED TO CONTAIN, THE FOLLOWING PROVISIONS:

Commercial General Liability and Automobile Liability Coverages

- a. "Manatee County, a Political Subdivision of the State of Florida," is to be named as an Additional Insured in respect to: Liability arising out of activities performed by or on behalf of the CONTRACTOR, his agents, representatives, and employees; products and completed operations of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitation(s) on the scope of protection afforded to the COUNTY, its officials, employees or volunteers.

In addition to furnishing a Certificate of Insurance, the CONTRACTOR shall provide the endorsement that evidences Manatee COUNTY being listed as an Additional Insured. This can be done in one of two ways: (1) an endorsement can be issued that specifically lists "Manatee County, a Political Subdivision of the State of Florida," as Additional Insured; or, (2) an endorsement can be issued that states that all Certificate Holders are Additional Insured with respect to the policy.

- b. The CONTRACTOR'S insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officials, employees or volunteers shall be excess of CONTRACTOR's insurance and shall be non-contributory.
- c. The insurance policies must be on an occurrence form.

Workers' Compensation and Employers' Liability Coverages

The insurer shall agree to waive all rights of subrogation against the COUNTY, its officials, employees and volunteers for losses arising from work performed by the CONTRACTOR for the COUNTY.

II. GENERAL INSURANCE PROVISIONS APPLICABLE TO ALL POLICIES:

- a. Prior to the execution of contract, or issuance of a Purchase Order, and then annually upon the anniversary date(s) of the insurance policy's renewal date(s) for as long as this contract remains in effect, CONTRACTOR shall furnish the COUNTY with a Certificate(s) of Insurance (using an industry accepted certificate form, signed by the Issuer, with applicable endorsements, and containing the solicitation or contract number, and title or description) evidencing the coverage set forth above and naming "Manatee County, a Political Subdivision of the State of Florida" as an Additional Insured on the applicable coverage(s) set forth above.
- b. If the policy contains an aggregate limit, confirmation is needed in writing (letter, email, etc.) that the aggregate limit has not been eroded to procurement representative when supplying Certificate of Insurance.

In addition, when requested in writing from the COUNTY, CONTRACTOR will provide the COUNTY with a certified copy of all applicable policies. The address where such certificates and certified policies shall be sent or delivered is as follows:

**Manatee County, a Political Subdivision of the State of Florida
Attn: Risk Management Division
1112 Manatee Avenue West, Suite 969
Bradenton, FL 34205**

- c. The project's solicitation number and title shall be listed on each certificate.
 - d. CONTRACTOR shall provide thirty (30) days written notice to the Risk Manager of any cancellation, non-renewal, termination, material change, or reduction in coverage of any insurance policies to procurement representative including solicitation number and title with all notices.
 - e. CONTRACTOR agrees that should at any time CONTRACTOR fail to meet or maintain the required insurance coverage(s) as set forth herein, the COUNTY may terminate this contract.
 - f. The CONTRACTOR waives all subrogation rights against COUNTY, a Political Subdivision of the State of Florida, for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
 - g. The CONTRACTOR has sole responsibility for all insurance premiums and policy deductibles.
 - h. It is the CONTRACTOR'S responsibility to ensure that his agents, representatives and subcontractors comply with the insurance requirements set forth herein. CONTRACTOR shall include his agents, representatives, and subcontractors working on the project or at the worksite as insured under its policies, or CONTRACTOR shall furnish separate certificates and endorsements for each agent, representative, and subcontractor working on the project or at the worksite. All coverages for agents, representatives, and subcontractors shall be subject to all of the requirements set forth to the procurement representative.
 - i. All required insurance policies must be written with a carrier having a minimum A.M. Best rating of A- FSC VII or better. In addition, the COUNTY has the right to review the CONTRACTOR's deductible or self-insured retention and to require that it be reduced or eliminated.
- III.** CONTRACTOR understands and agrees that the stipulated limits of coverage listed herein in this insurance section shall not be construed as a limitation of any potential liability to the COUNTY, or to others, and the COUNTY'S failure to request evidence of this insurance coverage shall not be construed as a waiver of CONTRACTOR'S obligation to provide and maintain the insurance coverage specified.
- IV.** The enclosed Hold Harmless Agreement shall be signed by the CONTRACTOR and shall become a part of the contract.

- V. CONTRACTOR understands and agrees that the COUNTY does not waive its immunity and nothing herein shall be interpreted as a waiver of the COUNTY'S rights, including the limitation of waiver of immunity, as set forth in Florida Statutes 768.28, or any other statutes, and the COUNTY expressly reserves these rights to the full extent allowed by law.
- VI. No award shall be made until the Procurement Division has received the Certificate of Insurance and Hold Harmless Agreement in accordance with this section.

VII. BONDING REQUIREMENTS

Bid Bond/Certified Check. By submitting a proposal, the CONTRACTOR agrees should its proposal be accepted, to execute the form of Agreement and present the same to COUNTY for approval within ten (10) calendar days after notice of intent to award. The CONTRACTOR further agrees that failure to execute and deliver said form of Agreement within ten (10) calendar days will result in damages to COUNTY and as guarantee of payment of same a bid bond/certified check shall be enclosed within the submitted sealed proposal in the amount of five (5%) percent of the total amount of the proposal. The CONTRACTOR further agrees that in case the CONTRACTOR fails to enter into an Agreement, as prescribed by COUNTY, the bid bond/certified check accompanying the proposal shall be forfeited to COUNTY as agreed liquidated damages. If COUNTY enters into an agreement with a CONTRACTOR, or if COUNTY rejects any and/or all proposals, accompanying bond will be promptly returned.

Payment and Performance Bonds. Prior to commencing work, the CONTRACTOR shall obtain, for the benefit of and directed to COUNTY, a Payment and Performance Bond satisfying the requirements of Section 255.05, Florida Statutes, covering the faithful performance by the CONTRACTOR of its obligation under the Contract Documents, including but not limited to the construction of the project on the project site and the payment and obligations arising thereunder, including all payments to Subcontractors, laborers, and materialmen. The surety selected by the CONTRACTOR to provide the Payment and Performance Bond shall be approved by COUNTY prior to issuance of such Bond, which approval shall not be unreasonably withheld or delayed provided that surety is rated A- or better by Best's Key Guide, latest edition.

Failure to provide the required bonds on the prescribed form may result in CONTRACTOR being deemed nonresponsive. Bonds must be in the form prescribed in Section 255.05, Florida Statutes, and must not contain notice, demand or other terms and conditions, including informal pre-claim meetings, not provided for in Section 255.05, Florida Statutes.

Bonds shall be in an amount equal to 100% of the contract price issued by a duly authorized and nationally recognized surety company, authorized to do business in the State of Florida, satisfactory to COUNTY. Surety shall be rated as "A-" or better by Best's Key Guide, latest edition. The attorney-in-fact who signs the bonds must file with the bonds, a certificate and effective dated copy of power-of-attorney. Payment and Performance Bonds shall be issued to "Manatee County, a political subdivision of the State of Florida", within ten (10) calendar days after issuance of notice of intent to award.

In addition, pursuant to Section 255.05(1)(b), Florida Statutes, prior to commencing work, the CONTRACTOR shall be responsible and bear all costs associated to record the Payment and Performance Bond with the Manatee County Clerk of the Circuit Court. A certified copy of said recording shall be furnished to the Procurement Division upon filing. Pursuant to Section 255.05(1)(b), Florida Statutes, COUNTY will make no payment to the CONTRACTOR until the CONTRACTOR has complied with this paragraph.

Furnishing Payment and Performance Bonds shall be requisite to execution of an Agreement with COUNTY. Said Payment and Performance Bonds will remain in force for the duration of this Agreement with the premiums paid by the CONTRACTOR. Failure of the CONTRACTOR to execute such Agreement and to supply the required bonds shall be just cause for cancellation of the award. COUNTY may then contract with the next lowest, responsive and responsible CONTRACTOR or re-advertise this RFP.

Failure of COUNTY at any time to require performance by the CONTRACTOR of any provisions set out in the resulting Agreement will in no way affect the right of COUNTY, thereafter, to enforce those provisions.

[Remainder of page intentionally left blank]

CONTRACTOR'S INSURANCE STATEMENT

THE UNDERSIGNED has read and understands the aforementioned insurance and bond requirements of this Agreement and shall provide the insurance and bonds required by this section within ten (10) days from the date of notice of intent to award.

CONTRACTOR
Name: Puff 'n Stuff Catering Date: 11-19-18
Authorized
Signature: 
Print Name: Warren Dietel
Insurance Agency: Insurance office of America / Nationwide
Agent Name: Danny Anderson Agent Phone: 407-998-4242
Surety Agency: N/A
Surety Name: N/A Surety Phone: N/A

Please return this completed and signed statement with your agreement.

EXHIBIT E
PROPOSAL RESPONSE TO RFP NO. 18-R068916AJ

Proposal response to RFP No. 18-R068916AJ submitted by Puff N Stuff is hereby incorporated into the Agreement by this reference.

Exhibit F
Special Provisions –Federal Grants

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required, all contracts made by the County that are funded in whole, or in part, by a Federal grant the following provisions will apply:

- a) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708)** - Where applicable, successful Proposers for Federal grant funded contracts awarded by the County in excess of \$100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act. The successful Proposer must compute the wages of every mechanic and laborer based on a standard work week of 40 hours.

Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or underworking conditions which are unsanitary, hazardous or dangerous.

NOTE: These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- b) **Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33U.S.C. 1251–1387), as amended** - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- c) **Debarment and Suspension (Executive Orders 12549 and 12689)** - Any Proposer listed on the government-wide exclusions in the System for Award Management (SAM), will not be eligible for award of this RFP in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- d) **Byrd Anti-Lobbying Amendment (31U.S.C. 1352)** – Proposers for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from

tier to tier up to the non-Federal award. See § 200.322 Procurement of recovered materials.

- e) **Minority/Women-owned/Labor Surplus Firms' Participation** - The County, in accordance with the requirements as stated in C.F.R. 200.321 encourages the active participation of minority businesses, women-owned business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, by the successful Proposer, successful Proposer shall be required to take the affirmative steps listed in items 1 through 5 below:
1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
 2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
 3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
 4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
 5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- f) **Contract Cost and Price** - County will perform a cost or price analysis in connection with this RFP prior to the Due Date and Time.
1. The County will negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the successful Proposer, successful Proposer's investment, the amount of subcontracting, the quality of the subcontractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 2. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the County under Subpart E - Cost Principles of this part.
 3. The cost plus a percentage of cost method will not be used.

[Remainder of page intentionally left blank]

FORM 1
CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACTS
RFP No. 18-R058916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended - If awarded, successful Proposer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Successful Proposer shall report all violations of such Acts to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Acknowledged by:

Puff 'n Stuff Catering
Firm Name (print)


Signature

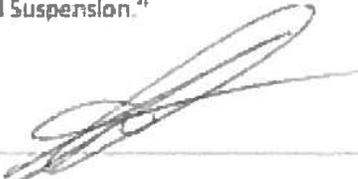
5/16/18
Date

Warren Dietel - CEO + Owner
Printed Name and Title

FORM 2
DEBARMENT AND SUSPENSION:
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this Form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."



Signature _____ Date: 8/16/18

Warren Dietel - CEO + owner
Printed Name and Title _____

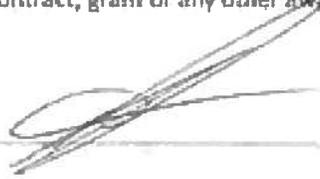
Puff 'n Stuff Catering
Printed Firm Name _____

FORM 3
Byrd Anti-Lobbying Amendment
RFP No. 18-068916A, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

By signing below, Proposer confirms that it has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352

Signature



8/16/18
Date

Warren Dietel - CEO + owner

Printed Name and Title

Puff 'n Stuff Catering

Printed Firm Name

FORM 4
MINORITY/WOMEN-OWNED/LABOR SURPLUS FIRMS' PARTICIPATION
RFP No. 18-R068916AJ, On-Site Catering Services

Fully complete this form and submit in TAB 3 of the proposal response.

Pursuant to C.F.R. 200.374 successful Proposer, agrees to take the affirmative steps listed in Items 1 through 5 below:

1. Place qualified small and minority businesses and women-owned business enterprises on its solicitation lists;
2. Assure that small and minority businesses, and women-owned business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small, minority, and women-owned business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small, minority, and women-owned business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Company. Puff 'n Stuff Catering

Address 5804 E Columbus Drive

County Hillsborough State FL Zip 33619

Signature  Title CEO & owner

Printed Name Warren Dietel Date 8/16/18

EXHIBIT "G"
SPECIAL CONDITIONS

1. Payments shall remain firm for the first twelve (12) month base AGREEMENT term. Compensation after the annual anniversary date may be renegotiated by either party which may include the adjustment of the percentage rate paid to the COUNTY on total gross of all sales less sales tax on revenue, a lump sum monthly payment or a combination of both, or any revised compensation.

2. **Crosley**

In-House Caterers for Powel Crosley Estate will be allowed to join the off-site caterers list at the BACC with no sign-up fee.

3. **BACC and CROSLY (Both facilities)**

Referral commission – BACC or Crosley Estate will receive a 12% commission on a referral event to an in-house caterers existing restaurant or banquet hall. The event must be holding an event at either the BACC or Powel Crosley Estate and be directed by the facility sales staff directly to the in-house catering representative. Example events would be: a Crosley wedding contracting their rehearsal dinner at an in-house caterer off-site property as the result of a direct referral; a conference at BACC wanting an off-site meal and is referred to the In-house caterer's off-site property.

4. In-house caterers are not permitted to ask, force or insist potential clients to share other quotes for services from the other in-house caterers. Any unfair competition between caterers or heavy-handed sales tactics which produce unfavorable results to the customer as determined by Crosley Management will result in the immediate termination of this agreement.

EXHIBIT H
CROSLEY KITCHEN INVENTORY

353	Flute Glasses
545	Wine Glasses
1000	Collins Glasses
447	Rocks Glasses
45	Wine Carafe
15	Water Pitcher
11	Small Ice Scoop
27	Store N Pour
17	Jigger
100	Liquor Pourers
3	Can Opener
4	Bottle Opener
5	Napkin Bar Caddy
6	Muller
4	Serving Tray
7	Cocktail Tray
9	Bus Tub
2	Champagne Ice Bucket w/Stand
2	Lager Beer Cart
1	Small Beer Cart
3	Ice Bins

