

<u>DELIVER TO:</u> City of Fort Pierce, Purchasing Division, Room 101 100 North U.S. #1 Fort Pierce, FL 34950 <u>MAIL TO:</u> City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	REQUEST FOR PROPOSALS and PROPOSER ACKNOWLEDGMENT
Bid Writer: Latonya Hubbard, 772-467-3102	RFP No: 2019-017
Pre-Bid Conference Date: N/A	RFP Title: SUNRISE THEATRE CATERING SERVICES
Pre-Bid Location: N/A	RFP Opening Location: Purchasing Division, Room 101 100 North U.S. #1 Ft. Pierce, Florida 34950
Proposal Due Date & Time: 3:00 PM, THURSDAY, JUNE 6, 2019	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Proposer Name: ----- Mailing Address: ----- ----- ----- -----	<i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this proposal for the proposer.</i> X_____ Authorized Signature (Manual)
City, State, Zip Code:	Typed or Printed Name:
Type of Entity (Place a check or X): ____Corporation ____Partnership ____Proprietorship	Title:
Incorporated in the State of: Year:	Delivery in _____days, ARO
Phone Number:	Payment Terms: Net 30 Days
Fax Number:	FEIN or SS Number:
E-Mail Address:	Local Business: ____Y ____N MWBE: ____Y ____N
Bid Security is attached, when required, in the amount of \$ _____ F.O.B. DESTINATION	If returning as a "No Bid" state reason:
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Table of Contents

SECTION I – GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS 1

1	GENERAL INFORMATION	1
2	DELAYS.....	1
3	EXECUTION OF PROPOSAL	1
4	NO BID.....	1
5	PROPOSAL OPENING	1
6	TAXES.....	2
7	DISCOUNTS.....	2
8	MISTAKES.....	2
9	INVOICING AND PAYMENT	2
10	DELIVERY	3
11	ADDITIONAL TERMS AND CONDITIONS	3
12	INTERPRETATION.....	3
13	ADDENDUM	3
14	DISPUTES.....	4
15	CONFLICT OF INTEREST	4
16	LEGAL REQUIREMENTS.....	4
17	DRUG FREE WORK PLACE.....	4
18	MINORITY/WOMEN OWNED BUSINESS ENTERPRISE	4
19	PUBLIC ENTITY CRIMES.....	4
20	AWARD	4
21	EEO STATEMENT	5
22	CONTRACTUAL AGREEMENT	5
23	GOVERNMENTAL RESTRICTION	5
24	PATENTS AND ROYALTIES	5
25	ADVERTISING.....	5
26	ASSIGNMENT	5
27	COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH	5
28	FACILITIES.....	6
29	REPRESENTATION	6
30	DISQUALIFICATION OF PROPOSER	6
31	ADJUSTMENTS/CHANGES/DEVIATIONS.....	6
32	INSURANCE.....	6
33	PUBLIC RECORDS	6
34	PROPOSAL PREPARATION COSTS	6
35	COOPERATIVE PURCHASING.....	7

SECTION II – SPECIAL TERMS AND CONDITIONS-LOCAL VENDOR PREFERENCE..... 8

1	DEFINITION.....	8
2	CERTIFICATION	8
3	NON-LOCAL BUSINESS	8
4	COMPETITIVE BID (SECOND CHANCE OFFER)	8
5	CONSTRUCTION PROJECTS.....	9
6	NOTICE	9
7	WAIVER OF APPLICATION OF LOCAL PREFERENCE	9
8	COMPARISON OF QUALIFICATION	9
9	RECIPROCITY	10

SECTION III – INSURANCE REQUIREMENT..... 11

SECTION IV– INSTRUCTIONS TO PROPOSERS 13

1	PURPOSE	13
2	BACKGROUND	13
3	PROPOSAL OPENING	13
4	INQUIRIES/QUESTIONS.....	14
5	DEVELOPMENT COST	14
6	TIMEABLES.....	14
7	DELAYS.....	14
8	MINORITY PARTICIPATION PROGRAM	15
9	CERTIFICATE OF INSURANCE	15
10	BUSINESS TAX RECEIPT(OCCUPATIONAL LICENSE)	15
11	W-9 TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION FORM	15
11	PURCHASING CARD PROGRAM	15

SECTION V– STATEMENT OF WORK16

1	SCOPE OF WORK.....	16
2	DELIVERABLES	16
3	ADDITIONAL TERMS AND CONDITIONS	17
4	CONTRACT TERMS.....	17
5	EVALUATION CRITERIA	17

SECTION VI – INSTRUCTIONS FOR PREPARING PROPOSAL..... 18

1	RULES FOR PROPOSALS.....	18
2	PROPOSAL FORMAT AND SUBMISSION.....	18

SECTION VII– FORMS.....20

1	DRUG-FREE WORKPLACE FORM	21
2	REFERENCE FORM	22
3	CERTIFICATION STATEMENT LOCAL VENDOR PREFERENCE	23
4	COST PROPOSAL FORM	24
5	PROPOSER’S CHECKLIST	25
6	EXHIBIT A - SAMPLE CONTRACT	28
7	EXHIBIT B – SAMPLE RIDER	34
8	EXHIBIT C – SAMPLE RIDER.....	36
9	EXHIBIT D – SAMPLE RIDER.....	37
10	EXHIBIT E - SAMPLE RIDER.....	40

SECTION I

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

1. **GENERAL INFORMATION**

These documents constitute the complete set of specification requirements and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE (CLEARLY MARK PROPOSAL AS "ORIGINAL" AND REQUESTED NUMBER OF COPIES AS "COPY" ON EACH SET ENCLOSED).** The face to the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. By submitting a Proposal, the Proposer agrees to be subject to all terms and conditions specified herein. No exceptions to the terms and conditions shall be allowed. Proposers shall submit four (4) complete sets (one [1] original and three [3] copies) of their proposal complete with all supporting documentation. **SUBMITTAL OF A PROPOSAL IN RESPONSE TO REQUEST FOR PROPOSAL CONSTITUTES AN OFFER BY THE PROPOSER.** Proposals, which do not comply with the requirements, may be rejected at the option of the City.

2. **DELAYS**

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify proposers of all changes in scheduled due dates by written addendum.

3. **EXECUTION OF PROPOSAL**

Proposal must contain a manual signature, in ink, of an authorized representative who has the legal ability to bind the Proposer in contractual obligations in the space provided on Page 1 of Proposer/Proposal Acknowledgment and on the Proposal Response Form. **FAILURE TO PROPERLY SIGN THE PROPOSAL SHALL INVALIDATE SAME, AND IT SHALL NOT BE CONSIDERED FOR AN AWARD.** Proposals must be typed or legibly printed in ink. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by proposers and attached to the proposal.

4. **NO BID**

If not submitting a proposal, respond by returning only the Proposer acknowledgment form, marking it "No Bid," and give the reason in the space provided.

5. **PROPOSAL OPENING**

Shall be public, at the address, date, and time specified on the proposer Acknowledgment form. The proposal time must be and shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The City will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Department shall serve as the official authority to determine lateness of any proposal.

SECTION I

It is the Proposers sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals, which for any reason are not so delivered, will not be considered. Offers by facsimile, telegram, or telephone are not acceptable. A proposal may NOT be altered by the Proposer after opening of the proposals. Proposal tabulations will be furnished on the web site: <https://www.demandstar.com>.

6. **TAXES**

The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. If requested, the Director of Administrative Services will provide an exemption certificate to the awarded Proposer. Vendors or contractors doing business with the City shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

7. **DISCOUNTS**

Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

8. **MISTAKES**

- a. Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly.
- b. Written amounts shall take precedence over numerical amounts. In the event of addition error(s), the unit price and extension thereof will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

9. **INVOICING AND PAYMENT**

Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

- a. A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and to be submitted to the Engineering Department at the address as stipulated on the Purchase Order.
- b. All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; proposal number, original or legible copy of signed delivery receipt including both a manual signature and printed name of a designated City employee or authorized agent; be clearly marked as "partial", "complete", or "final" invoice. The City will accept partial deliveries unless otherwise specified into contract or purchase order document.
- c. The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

SECTION I

10. DELIVERY

Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications.

11. ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the proposal response shall be evaluated or considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Form attests to this.

12. INTERPRETATION

All Proposers shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the City in writing prior to the opening of Proposals; failure to do so, on the part of the proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning, and interpretation of the Proposal Documents shall be requested in writing, and received by the City at least seven (7) days prior to the Proposal Opening. Inquiries shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of or changes to the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Proposers. Receipt of all addenda shall be acknowledged by the Proposers by signing and enclosing said addenda with their proposal.

The City will record its responses to inquiries and any supplemental instructions in the form of a written addendum. The City will send a written addendum to all Proposers who requested a proposal directly from the City Purchasing Department. All proposers should contact the City at least seven (7) calendar days before the proposal opening date to ascertain whether any addendums have been issued. Failure to do so could result in rejection of the proposal as unresponsive. The City shall not be responsible for providing said addendum to proposers who receive proposal packages from other sources.

13. ADDENDUM

Should revisions to the Proposal Documents become necessary, the City will provide a written addendum to all proposers who received a proposal package from the City's Purchasing Department. Proposers who obtain Proposal Documents from other sources must officially register with the City's Purchasing Department in order to be placed on the mailing list for any forthcoming addendum or their official communications. Failure to register as a prospective Proposer may cause your proposal to be rejected as non-responsive if you have failed to submit a proposal without an addendum acknowledgment for the most current addendum.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Proposer's responsibility to contact the City in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

SECTION I

14. DISPUTES

Any Proposer who disputes the proposal selection or contract award recommendation shall file such dispute according to the proposal protest procedures. These procedures are available upon request from the City.

15. CONFLICT OF INTEREST

All proposers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the City. All Proposers must disclose the name of any City employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

16. LEGAL REQUIREMENTS

Proposers are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

17. DRUG-FREE WORK PLACE (DFW)

Preference shall be given to business with Drug-Free Work Place (DFW) Programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

18. MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (MWBE)

Minority/Women Owned Business Enterprise (MWBE) indicates a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An MWBE wishing to participate in the City procurement process may contact the Purchasing Department for information and assistance.

19. PUBLIC ENTITY CRIMES

No award will be executed with any person or affiliate identified on the Department of Management Services "convicted vendor" list. This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statutes for Category Two (currently \$10,000.00) with any person or affiliated on the "convicted vendor" list for a period of thirty-six (36) months from the date that person or affiliate was placed on the "convicted vendor" list unless that person or affiliate has been removed from the list pursuant to Section 287.133(3)(f) Florida Statutes.

20. AWARD

As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a rebid. Proposers are cautioned to make no assumption until the City has entered into a contract or issued a purchase order.

SECTION I

21. **EEO STATEMENT**

The City is committed to assuring equal opportunity in the award of contracts, and therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

22. **CONTRACTUAL AGREEMENT**

The terms, conditions, and provisions in this Request for Proposal shall be included and incorporated in any final contract or purchase order. The order of precedence will be Proposal Document and response, purchase order or contract, and general law. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Fort Pierce, Florida.

23. **GOVERNMENTAL RESTRICTION**

In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Department at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The City reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the City.

24. **PATENTS AND ROYALTIES**

The Proposer, without exemption, shall indemnify and save harmless, the City, its employees and/or any of its Commission/Board from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such claim is made, or is pending, the Proposer may, at its option and expense, procure for the City the right to use, replace or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

25. **ADVERTISING**

In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the City.

26. **ASSIGNMENT**

Any purchase order or contract issued pursuant to this Invitation to Proposal and the monies which may become due hereunder are not assignable except with the prior written approval of the City, through the Purchasing Department.

27. **COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH**

Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be born by the Proposer.

SECTION I

28. **FACILITIES**

The City reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, with prior notice to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

29. **REPRESENTATION**

A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposal, and capable of producing or providing the items proposal, and so certify upon request.

30. **DISQUALIFICATION OF PROPOSER**

More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Proposers are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Proposers. Proposals in which the prices obviously are unbalanced will be subject to rejection.

31. **ADJUSTMENTS/CHANGES/DEVIATIONS**

No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding ONLY if issued by the City's Purchasing Department. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

32. **INSURANCE**

The awarded Proposer(s) shall maintain insurance coverage reflecting the minimum amounts and conditions specified in the attached specifications or the Special Terms and Conditions. In the event the proposer is a governmental entity or a self-insured organization, different requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing contract.

33. **PUBLIC RECORDS**

Upon award recommendation or ten days after opening, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the Proposal, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary.

34. **PROPOSAL PREPARATION COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Invitation to Proposal. Proposers should prepare their proposals simply and economically, providing all information and prices as required.

SECTION I

35. COOPERATIVE PURCHASING

Any governmental purchasing authority may participate in this purchase for services and commodities from this successful award.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE.

SECTION II

SPECIAL TERMS AND CONDITIONS LOCAL VENDOR PREFERENCE

1. **DEFINITION**

“Local business”, shall mean a business which meets the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the City. The fixed office or distribution point must be staffed and have a valid business tax receipt issued by the City of Fort Pierce at least 6 months prior to bid/proposal (must provide a copy). Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address; and
2. Holds any business license required by City of Fort Pierce; and
3. Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.

2. **CERTIFICATION**

Any vendor claiming to be a local business as defined by subsection 1-above, shall so certify in writing to the Purchasing Department. The certification shall provide all necessary information to meet the requirements of subsection (1.1) above. The Purchasing Department shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a “local business”.

3. **NON-LOCAL BUSINESS**

“Non-local business” means a bidder which is not a local business

- 3.1** Preference in purchase of commodities and services by means of competitive bid. Under any such applicable solicitation, bidders/proposers desiring to receive local preference will be invited and required to affirmatively state and provide documentation as set forth in the solicitation in support of their status as local business. Any bidder who fails to submit sufficient documentation with their bid offer shall not be granted local preference consideration for the purposes of that specific contract award. Except where federal or state law, or any other funding source, mandates to the contrary, City of Fort Pierce and its agencies and instrumentalities, will give preference to local businesses as outlined below in Section 4.

4. **COMPETITIVE BID (SECOND CHANCE OFFER)**

- 4.1** Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined. A **Second Chance Offer** will be offered to the lowest bidder if non-local and the lowest local bidder within 5% of the non-local bidder. Each bidder will be given the opportunity to resubmit a “second chance” bid price. Once the bids have been received by the Purchasing Department, a recommendation for award will be made with the new bid prices. If the local bidder does not resubmit a “second chance” bid price, declines, or is not the lowest

SECTION II

bid price, then award will be made to the lowest overall qualified and responsive responsible bidder. If **ALL** bids made by “second chance” bidders are higher than the original low bid, then award will be made to the original low overall qualified and responsive responsible bidder.

- 4.2 In the event a bidder is awarded a contract pursuant to this section, all requests for change orders must be approved by the City Commission of the City of Fort Pierce.

5. **CONSTRUCTION PROJECTS**

- 5.1 **OPTION 1: NON-LOCAL CONTRACTORS** for construction projects that use a minimum of 60% up to 75% of the dollar value of the project for local sub-contractors and material suppliers would qualify as a “local” contractor.
- 5.2 **OPTION 2: NON-LOCAL CONTRACTORS** ~ that employs more than 30% minority employees and a minimum of 60% up to 75% local employees whose primary residence is within the boundaries of St. Lucie County, would qualify as a “local” contractor.
- 5.3 **Preference for RFP (request for proposals)** – In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, the locality rating evaluation score shall be assigned as follows:

LOCALITY RATING ~ TABLE

LOCATION	RATING
Headquartered within the City of Fort Pierce	25
Headquartered within the four counties (Martin, Okeechobee, Indian River, St. Lucie County)	20
Satellite office in four counties (Martin, Okeechobee, Indian River, St. Lucie County)	15
Office located in State of Florida	10
Office located outside of Florida	0
Proposing firms can only receive a score from one of the above categories.	

6. **NOTICE**
Both bid documents and request for proposal documents shall include notice to vendors of the local preference policy.
7. **WAIVER OF APPLICATION OF LOCAL PREFERENCE**
The application of Local Preference to a particular purchase or contract for which the City of Fort Pierce is the awarding authority may be waived upon approval of the Commissioners.
8. **COMPARISON OF QUALIFICATIONS**
The preference established herein in no way prohibit the right of the Commissioners to compare quality of materials proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids. Further, the preferences established herein in no way prohibit the right of the City Commission from giving any further preference permitted by law instead of the preference granted herein.

SECTION II

9. **RECIPROCITY**

In the event any other Florida county or municipality ("local government") deemed appropriate by the City of Fort Pierce extends preferences to local businesses. City of Fort Pierce may enter into an interlocal agreement with such local government wherein the preferences of this section may be extended and made available to vendors that have a valid business tax receipt issued by the specific local government to do business in that local government that authorizes the vendor to provide the commodities and services to be purchased, and a physical business address located within the limits of that local government. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. Vendors must also be authorized to do business in City of Fort Pierce. Vendors shall affirm in writing their compliance with the foregoing at the time of submitting their bid to be eligible for consideration as a "local business" under this section. In no event shall the amount of the preference accorded other local government firms exceed the amount of preference that such local government extends to City of Fort Pierce firms competing for its contracts.

SECTION III

INSURANCE REQUIREMENTS

Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the City of Fort Pierce, the types and amounts of insurance conforming to the minimum requirements set forth herein. Contractor shall not commence work until the required insurance is in force and evidence of insurance acceptable to the City of Fort Pierce has been provided to, and approved by, the City of Fort Pierce. An appropriate Certificate of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, Contractor shall provide the City of Fort Pierce with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance. To the extent Contractor is permitted to and elects to sub- contract any of the work performed under this Agreement, Contractor will require all subcontractors to provide insurance coverage complying with the requirements set forth herein, and will provide the City of Fort Pierce with evidence of such coverage prior to the commencement of the subcontractor's work.

WORKERS' COMPENSATION/EMPLOYERS' LIABILITY - Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$500,000	(Each Accident)
	\$500,000	(Disease-Policy Limit)
	\$500,000	(Disease-Each Employee)

COMMERCIAL GENERAL LIABILITY - Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements. The City of Fort Pierce shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$500,000
Personal and Advertising Injury	\$500,000
Each Occurrence	\$500,000
Fire Damage (any one fire)	\$Nil
Medical Expense (any one person)	\$Nil

SECTION III

AUTOMOBILE LIABILITY - Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed. The policy shall cover all owned, non-owned, and hired autos used in connection with the performance of the work and must be endorsed to provide the CITY with thirty (30) days written notice of cancellation. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Occurrence Bodily Injury and Property Damage Liability Combined	\$500,000
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PROPERTY INSURANCE - If the Contract includes construction of or additions to above-ground buildings or structures, or installation of machinery or equipment, the Contractor shall provide Builder's Risk insurance or an Installation Floater. Such insurance shall provide coverage on an all risk basis and the minimum amount of insurance shall be 100% of the completed value of such addition(s), buildings(s), or structure(s), or the installed replacement cost of value.

GENERAL CONDITIONS

The insurance provided by Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the City of Fort Pierce shall be excess of, and shall not contribute with, the insurance provided by Contractor.

Except as otherwise specifically authorized in this Contract, or for which prior written approval has been obtained hereunder, the insurance maintained by the Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the Owner may permit the application of a deductible or permit the Contractor to self-insure, in whole or in part, one or more of the insurance coverages required by this Contract. The Contractor shall pay on behalf of the Owner or the Owner's officer or employee any deductible or self-insured retention applicable to a claim against the Owner or the Owner's officer or employee.

Compliance with these insurance requirements shall not limit the liability of Contractor. Any remedy provided to the City of Fort Pierce by the insurance provided by the City of Fort Pierce shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of Contractor) available to the City of Fort Pierce under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by Inspectors shall relieve Inspectors from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

1. **Certificate Holder**
City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480
2. **Additional Insured for General Liability**
City of Fort Pierce and its officials, officers and employee

SECTION IV

INSTRUCTIONS TO PROPOSERS

1. **PURPOSE**

The Sunrise Theatre of Fort Pierce Florida presents 40 or more shows a year in two event spaces. Contractual obligations with performers require us to provide snacks, meals and other hospitality to artists and crews. We seek a catering firm to provide catering and hospitality services required to fulfill agreements with our touring shows and events.

2. **BACKGROUND**

The Sunrise Theatre is a performing arts complex of two performance spaces: the 1220 seat main stage and a separate 'Black Box' which can seat up to 210 persons depending on configuration as well as support areas. The majority of events occur during 'Snowbird' season but both spaces are in use throughout the year. Artist contracts often include a hospitality 'rider' which must be satisfied. Punctuality is critical! It is advantageous to the Sunrise Theatre that one firm accept the responsibilities associated with these duties, as keys, training and storage areas in the facility will be provided. These riders can be very complex and specific, respondents should be aware that items mentioned may require shopping trips to Wholefoods® or other health food vendors, Starbucks as well as local supermarkets, pharmacies and other suppliers. **NO ALCOHOL WILL EVER BE INCLUDED IN DELIVERABLE ITEMS!**

3. **PROPOSAL OPENING DATE**

- 3.1 Proposals are due on or before **3:00 PM, Thursday, June 6, 2019.** Four (4) copies of sealed proposals (one original and three copies) sealed proposals. All copies will be on 8 1/2" x 11" plain, white paper, typed or printed, and signed by the Proposer's contractually binding authority and shall be mailed or delivered to:

Delivery Address:

**City of Fort Pierce
Attn: Purchasing Division
Room 101
100 North U.S. #1
Fort Pierce, FL 34950**

Mailing Address:

**City of Fort Pierce
Attn: Purchasing Division, Room 101
Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480**

- 3.2 Copies of the proposal documents are available electronically from the Purchasing Division by e-mail request to biddesk@city-ftpierce.com on the web site of Demandstar.com (www.demandstar.com) and City of Fort Piece's website (www.cityoffortpierce.com)
- 3.3 Any proposals received after the designated time and date listed above will be returned unopened.

SECTION IV

4. **INQUIRIES/QUESTIONS**

- 4.1 All inquiries will be in a written format and addressed to Sunrise Theatre Facility Manager and a copy to the Purchasing Manager:

TO

City of Fort Pierce
Thomas Taylor
Sunrise Theatre
P. O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 461-8373
Email: tech@sunrisetheatre.com

COPY

City of Fort Pierce
Gelencia Carter
Purchasing Manager
P.O. Box 1480
Fort Pierce, FL 34954-1480
Fax: (772) 595-9948
Email: biddesk@city-ftpierce.com

- 4.2 No inquiries will be received no later than, **5:00 PM, May, 30, 2019.**

5. **DEVELOPMENT COSTS**

Neither the City nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the proposer's ability to meet the requirements of the RFP.

6. **TIMETABLES**

The Commission and the proposers shall adhere to the following schedule in all actions concerning this RFP.

- A. From opening time, the Commission and City staff will review and evaluate the proposals on a timely basis.
- B. The Commission may enter into a contract after conducting negotiations and obtaining appropriate approvals. The City may notify unsuccessful proposers at this time.

7. **DELAYS**

The City may delay scheduled due dates if it is to the advantage of the City. The City will notify proposers of all changes in scheduled due dates by written addenda.

SECTION IV

7. **MINORITY PARTICIPATION AND OUTREACH PROGRAM**

Describe your firm's program and/or policies in regard to minority and non- discrimination, including the firm's history of Minority and Women Owned Business Enterprise (M/WBE) participation. Include a strategy for promoting minority participation in this project and a realistic goal for participation. List references of Owners, M/WBE firms or consultants who can speak to your firm's utilization of M/WBE on previous projects.

8. **CERTIFICATE OF INSURANCE**

Proposer shall procure, at its own expense, insurance according to the insurance requirements listed in Section III of these specifications. The insurance shall become effective prior to the commencement of work by the contractor and shall be maintained in force until the contract is no longer in effect.

9. **BUSINESS TAX RECEIPT**

Provide a valid Business Tax Receipt from your jurisdiction with your proposal submittal.

10. **W-9 TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION FORM**

The Proposers will be required to return a completed W-9 Taxpayer Identification Form with the Proposal Response Form.

11. **PURCHASING CARD PROGRAM**

11.1 The City has implemented a **Purchasing Card Program**. The selected Proposers(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI). **Any percentage off the bid price for the acceptance of Visa will be considered in the bid award.** If no such percentage is given, the City shall assume 0% discount applies.

11.2 Proposers are requested to state on the Bid Response Form, if they will honor the VISA Purchasing Card. In the event of failure on the part of the Proposer to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI (after receipt of invoice).

SECTION IV

STATEMENT OF WORK

1. SCOPE OF WORK

The Sunrise Theatre seeks a vendor to provide punctual catering and/or hospitality services for all visiting, touring shows, artists, crews and other performers that have been contracted to perform at the Sunrise Theatre. In addition to catering meals vendor will be expected to provide adequate personnel to set up, serve, remove and clean up after all meals, snacks and other food and beverage services provided. Sunrise Theatre will provide trash & garbage cans and recycling bins. It may also be asked that requested items as designated in the 'Hospitality' section of contract riders be supplied by the vendor.

At least one week before any event an annotated copy of the rider will be provided by the Sunrise Technical Director including meal times and number of persons to be accommodated. Frequent meetings and communication with the Sunrise Technical Director will be required. In addition to the above caterer may be asked to supply other artist requested items such as but not limited to: Shampoos, special soaps, toiletries, organic items & foods, specialty coffees, specialty drinks, nuts, snack foods, health foods, coconut water, groceries for tour buses, candy bars, newspapers, biodegradable items, Throat Coat™, postcards, wine keys, bottled water, yogurts, specialty foods and fast food for after show.

Please see the attached guideline list of meals/set ups, etc. and provide pricing as indicated. From time to time renters booking shows/events in the facility may ask to contact caterer directly for the same range of services to be directly paid by the lessee. This proposal is only for contractual obligations it is not intended to create an in house catering firm. Renters are free to use a caterer of their own choosing.

DELIVERABLES

- Must be able to provide all items, meals, condiments, crockery, utensils, staff, etc. as specified in contractual 'Catering' riders as agreed between Sunrise Theatre and Artist/Show/Event/Presenter.
- Caterer or representative to meet Artist tour manager upon arrival for instructions.
- There must be at least one server/bus person to be present for all dinners unless/until excused. On occasion servers may be asked to dress as wait staff with black pants and white shirts. Duties include set up, clean up, dish washing, etc. after all catering/hospitality services.
- A kitchen or staging space within 5 miles of the venue is strongly recommended. Punctuality for food services and meal times is critical, repeated failure to produce meals/services/items at stated time will be cause for termination in accordance with the contract terms in Section V, Item 2, of this proposal.
- Respondents must complete the attached form with pricing of typical menu items,
- Respondents should be aware that some artists can be complicated to deal with. Ability

SECTION IV

to deal with difficult, demanding personalities is a must, a large amount of people skills required. Also ability to deal with last minute time changes, requests and demands. Respondent must have at least two years' experience running a food industry enterprise: Restaurant, catering service or department, etc.

- Respondent must have over one year experience in catering and hospitality for a presenting venue(s)/events and demonstrate familiarity with artist needs and services. A list of shows/artists you have successfully catered for with approximate dates should be provided.

2. **ADDITIONAL TERMS AND CONDITIONS**

- A. City of Fort Pierce reserves the right to reject any and all quotes to waive minor irregularities to any proposal.
- B. City of Fort Pierce reserves the right to request clarification of information submitted and to request additional information from the vendor.
- C. All quotes, documents, and forms will become the property of the City of Fort Pierce upon delivery and acceptance of the sealed proposal.

3. **CONTRACT TERMS**

The Contract (**See Sample Contract, Exhibit A**) to provide this service shall remain in full force and effect for a period of one (1) year with (2) 1-year renewal options.

The City of Fort Pierce shall have the right to terminate said Contract by giving Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service.

4. **EVALUATION CRITERIA**

- A. General - The City of Fort Pierce shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City's decisions will be final. The City's evaluation will include, but shall not be limited to, consideration of the following:

FACTORS	
1.	Response of the written proposal to the purpose and scope of services.
2.	Price of service
3.	Ability and history of successfully completing duties and services of this type, meeting deadlines and experience.
4.	References
5.	Location, see Section 2, page 8

- B. Selection - The City of Fort Pierce shall evaluate the written proposals submitted by the firms regarding the proposed project and shall conduct discussions with, and may require public presentations from qualified firms regarding their qualifications, and ability to furnish the required service.

SECTION V

INSTRUCTIONS FOR PREPARING PROPOSAL

****NOTE:** The Proposer must use sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal. Additional tabs may be appended which contain any other pertinent matters which the proposer wishes the City to take into consideration in reviewing the proposal.

A. RULES FOR PROPOSALS:

The proposal must name all persons or entities interested in the proposal as principles. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP. The City does not guarantee a minimal amount of work or compensation for any of the Respondents selected for contract negotiations, and the City reserves the right to seek additional assistance from other firms if the City finds this to be in the City's best interest.

B. PROPOSAL FORMAT: Proposers shall prepare their proposals using the following format.

1. **Letter of Transmittal** - This letter will summarize in a brief and concise manner, the proposer's understanding of the Scope of Work and make a positive commitment to timely perform the work. The letter must name all of the persons authorized to make representations for the proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the proposer must sign the Letter of Transmittal. The letters should not exceed two pages in length.
2. **Organization Profile and Qualifications** - This section of the proposal must describe the proposer, including the size, range of activities, etc. The proposer must emphasize its expertise in, and experience with, similar programs. The proposal must identify the primary individuals responsible for supervising the work. The proposer shall provide the City of Fort Pierce with the resumes of the primary individuals or resumes of the owner and proposed on-site manager. The proposal must also include recent and pertinent references, including contact name, telephone number, and address.
3. **Scope of Work** - This section of the proposal should explain the Scope of Work as understood by the proposer and detail the approach, activities and work products. Responses should include, at a minimum the following:
 - ☐ **Sample of catering menu and prices per person**
 - ☐ Complete the **Cost Proposal Form**, **see page 24**
 - ☐ Location: Kitchen or staging space within 5 miles of the venue is strongly recommended.
 - ☐ Staff Size.

SECTION V

4. **Additional Data**

This section should include all of the **Forms** and **Exhibits B-D, Sample Riders** with a price for the services. Also, any additional information that the proposer considers pertinent for consideration should be included in this section of the proposal.

SECTION VII

FORMS

Complete the following forms and provide a price for **Exhibits B-D** in this section and include in the **Additional Data Section** of your proposal submittal, see page 19, Section VI – Instructions for Preparing Proposal.



DRUG~FREE WORKPLACE FORM

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

_____ does:

(Name of Business)

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

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

Proposer's Signature

Date



SECTION VII

REFERENCE CHECK FORM

Bid No: 2019-017

Title: Sunrise Theater Catering Services

Bidder/Respondent Name: _____

Reference Company Name: _____

Telephone Number: _____ Fax Number: _____

Contact Name: _____ Email: _____

Reference Instructions: Submit a minimum of three (3) References. Fill out top portion only one per Reference. The City of Fort Pierce will send forms to the referenced company after the City's receipt of form in the Bid.

The above company submitted a proposal to general contracting services to the City of Fort Pierce. He/she listed you as a reference. Please complete the questions below and fax back to (772) 467-3848.

- When did this company work for you? From: _____ To: _____
- How would you describe the Contractor:

Quality of Work:

Dependability:

Integrity of owner and employees:

What areas could he/she improve upon?

Would you contract with this Contractor again?

Yes ☐ No ☐ Maybe ☐

On a scale of 1 to 5, how would you rate his/her work in general? 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐

Add any information/comments that might help us evaluate their ability to perform for us?

SECTION VII



Certification Statement Local Vendor Preference

I certify that my company meets all of the following qualifications to be eligible for the local vendor preference:

- 1) That my company has a fixed, staffed office or distribution point located in and having a street address within St. Lucie, Indian River, Martin or Okeechobee County for at least one year prior to the issuance of the request for competitive bids or request for proposals by St. Lucie County; and
- 2) That my company holds any business or contractor license required by St. Lucie County and/or can document payment of business license taxes in St. Lucie County;
- 3) That my company is principal offeror who is single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.
- 4) Attached is a copy of a business or contractor license and/or business tax receipt for St. Lucie County, Indian River, Martin or Okeechobee Counties to verify that I have been in business at least one year prior to the issuance of the Request for Bid or Proposal.

Company Name: _____

Address: _____

Business or Contractor License Number: _____

Phone Number: _____ Fax Number: _____

Owner's Name: _____

Signature: _____

Sworn to before me this _____ day of _____, 2019

Notary Public for the State of _____ My Commission Expires _____

Notary Public Signature _____ Printed Name _____

FOR PROCURMENT OFFICE ONLY ~ DO NOT COMPLETE BELOW

To be verified and completed by an authorized representative from the City of Fort Pierce Purchasing Department:

Vendor Certified by: _____ Date: _____
(Authorized Signature)

To be approved as a local bidder and receive bid preference on an eligible local project, this certification and a copy of your local business or contractor license must be submitted with your bonafide Bid/RFP package.



SECTION VII
COST PROPOSAL FORM
CATERING/HOSPITALITY SERVICES
RFP NO. 2019-017

Please provide per person pricing for items below for the Sunrise Theater:

Cold (continental) Breakfast: \$_____/ per person

Hot Breakfast:

- Chafers-2 meats, potato, eggs, pancakes \$_____/ per person
- Omelet station \$_____/ per person

Coffee Service: Donuts, bagels, danish, muffins, juices, etc. \$_____/ per person

Fruit tray \$_____/ per person

Cheese tray, crackers \$_____/ per person

Deli/Flat meat & cheese tray \$_____/ per person

Sandwich/wraps platter with chips, condiments, lettuce & tomatoes, etc. \$_____/ per person

add potato/pasta salad, slaw \$_____/ per person

add tuna/chicken/ham salad \$_____/ per person

Caesar Salad \$_____/ per person

add chicken/shrimp \$_____/ per person

Box Lunch: Sandwich, chips, drink, fruit \$_____/ per person

Dancer food: Yogurt, fruit, raw veggie tray, granola, hummus, pita, cookies, energy bars \$_____/ per person

Hot Lunch:

Soup \$_____/ per person

Burgers & dogs \$_____/ per person

Grilled cheese/ham & cheese \$_____/ per person

Pasta \$_____/ per person

Meat dish \$_____/ per person

Chicken \$_____/ per person

Fish \$_____/ per person

BBQ \$_____/ per person

COST PROPOSAL FORM

Page 2 of 3

Dinner:

Soup	\$_____ / per person
Salad	\$_____ / per person
Veggies	\$_____ / per person
Pasta dish	\$_____ / per person
Meat dish	\$_____ / per person
Chicken	\$_____ / per person
Fish	\$_____ / per person
Meat Loaf	\$_____ / per person
Carvery*	\$_____ / per person
Desserts	\$_____ / per person

Per person for salad, entrée, 1 vegetable, 1 starch, dessert \$_____ / per person

El Cheapo: Salad, lasagna/pasta/arroz con pollo, (i.e. - single dish)
Bread, sodas, juices, cookies. \$_____ / per person

Plated dinner w/server \$_____ / per person

Is there an up charge for plates & silverware? Yes ____ or No ____

If yes, \$_____ / per person

*Indicates what up charge would be if any.

Items above are sample menus provide as a guideline of the selection Sunrise Theater is looking for in a qualified vendor who is able to provide an adequate catering service that meets the theatres needs.

Please include hourly charge for providing hospitality items as listed in Scope of Work located in Section V of the proposal documents

\$_____ / per person

COST PROPOSAL FORM

Page 3 of 3

- Do you accept the Purchasing Card Visa? (Please Check One) Yes____ or No____
- Percentage of discount of bid price when payment is made with Visa: _____%

Vendor_____

Address_____

City, State, Zip Code_____

Email Address_____

Typed Name, Title_____

Signature_____

Telephone#_____ Fax#_____

(*Please include Remit to address if different than address stated above)

Check block below for applicable minority indicator:

Asian Indian ☐ Black Asian ☐ Pacific ☐ Hispanic ☐ Native American ☐

Small Business ☐ Women Owned ☐ Small Disadvantage Business ☐



CITY OF FORT PIERCE PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their proposal response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Proposer to read and comply with the Request for Proposal in its entirety.

Check "Yes" or "No" to each of the following:

YES

NO

Is Request for Proposal cover page (page 1) completed, signed and attached?

All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.

Include proof of proper licensing as stated in proposal documents.

Include proof of proper insurance and if we are selected, agree to meet the City's insurance requirements, as stated in proposal documents.

Proposal envelope is marked accordingly.

Did you include the correct number of the complete proposal packages included (**one original and four copies**)?

Is each Addendum (when issued) signed and included?

PLEASE SIGN AND RETURN WITH PROPOSAL _____

EXHIBIT "A"

"SAMPLE CONTRACT" **CITY OF FORT PIERCE CONTRACT NO. 2019-017** **FOR**

This AGREEMENT made this ____ day of 20____, between the CITY OF FORT PIERCE and _____, of the City of _____, State of _____, hereinafter referred to as the Contractor.

The parties to this Agreement in consideration of the mutual covenants and stipulations set out herein agree as follows:

SECTION 1

Contractor shall be defined as an individual, firm, or corporation having a direct contract with the City of Fort Pierce or with any other subcontractor in the performance of a part of the work contracted for under the terms of the Contractor's direct contract with the City of Fort Pierce.

SECTION 2

Contractor is hereby contracted with to perform the following services:

Catering/Hospitality Services in accordance with the specifications contained in RFP No 2019-017, appended hereto and made a part thereof of this Contract.

SECTION 3

The services to be performed by the Contractor shall be on the following site or sites:

SECTION 4

The job upon which the Contractor is to perform the services shall be referred to as the

_____, RFP No.2019-017 job.

SECTION 5

The Contractor shall be paid by the City of Fort Pierce in the following manner:_____

_____and in accordance with Florida's Prompt Payment Act Florida Statute 218.70-79. The calculations shall begin using the date the invoice was received.

EXHIBIT "A"

Total job price: \$_____ on the terms contained in the Contractor's said proposal for the doing of said work and the said award therefore, and the Specifications herein specifically referred to and made a part of this Contract.

SECTION 6

The Contractor shall, under no circumstances, look to the City of Fort Pierce to provide any labor or equipment for the Contractor. The Contractor shall provide all of the labor and equipment necessary to perform the job or services contracted for at the expense of the Contractor. Property of any kind that may be on the premises, which are the site of the performance of this Contract, during the performance of this Contract, shall be at the sole risk of the Contractor.

SECTION 7

The Contractor shall provide certificate of insurance to the City of Fort Pierce setting forth the type and amount of insurance carried by the Contractor and conforming to the minimum requirements set forth in the Specifications. All requirements of this section shall be approved by the City Fort Pierce.

SECTION 8

This instrument contains the entire agreement between the parties and no statement, promises or inducements made by either party or agent of either party that is not contained in this written Contract shall be valid or binding and this Contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed hereon.

SECTION 9

This Contract shall commence upon Notice to Proceed and end_____

_____ This Contract will remain in effect in the event of a natural disaster.

SECTION 10

The Contractor acknowledges and understands that he is an independent contractor in his relationship to the City of Fort Pierce.

EXHIBIT “A”

SECTION 11

This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrator, assignees and successors of the respective parties.

SECTION 12

The City of Fort Pierce shall have the right to terminate said Agreement by giving the Contractor thirty (30) days written notice if the service that is being provided is not maintained at levels necessary to provide the required service. The City of Fort Pierce will determine in its sole judgment what constitutes a satisfactory level of service. CITY OF FORT PIERCE may terminate this Contract in accordance with the following terms and conditions:

- A. Termination for Convenience. CITY OF FORT PIERCE may, when in the interests of CITY OF FORT PIERCE, terminate performance under this Contract by Contractor, in whole or in part, for the convenience of CITY OF FORT PIERCE. CITY OF FORT PIERCE shall give written notice of such termination to Contractor specifying when termination becomes effective. Contractor shall incur no further obligation in connection with the work so terminated, other than warranties and guarantees for completed work, and Contractor shall stop work when such termination becomes effective. Contractor shall also terminate outstanding orders and subcontracts for the affected work. Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. CITY OF FORT PIERCE may direct Contractor to assign Contractor's rights, title and interest under termination orders or subcontracts to CITY OF FORT PIERCE or its designee. Contractor shall transfer title and deliver to CITY OF FORT PIERCE such completed or partially completed work and materials, equipment, parts, fixtures, information and contract rights as Contractor has in their possession or control. When terminated for convenience, Contractor shall be compensated as follows:
 - i. Contractor shall submit a termination claim to CITY OF FORT PIERCE specifying the amounts due because of the termination for convenience together with. Costs, pricing or other data required by CITY OF FORT PIERCE. If Contractor fails to file a termination claim within one (1) year from the effective date of termination, CITY OF FORT PIERCE shall pay Contractor an amount derived in accordance with subsection (iii) below:
 - ii. CITY OF FORT PIERCE and Contractor may agree to the compensation, if any, due to

EXHIBIT "A"

Contractor hereunder;

- iii. Absent agreement to the amount due to Contractor, CITY OF FORT PIERCE shall pay Contractor the following amounts:
- a) Contract costs for labor, materials, equipment and other services accepted to CITY OF FORT PIERCE's satisfaction under this Contract;
 - b) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the work, and in terminating Contractor's performance, plus a fair and reasonable allowance for direct job site overhead and earned profit thereon (such profit shall not include anticipated profit or consequential damages); provided however, that if it reasonably appears that Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any; and
 - c) Reasonable costs of settling and paying claims arising out of the termination of subcontractors or order pursuant to subsection A of this section (if contingent assignment of such contracts has not been elected as provided herein). These costs shall not include amounts paid in accordance with other provisions hereof. This clause is subject to and Contractor shall be limited by CITY OF FORT PIERCE's right to direct the replacement of subcontractors under section 12.A.

The total sum to be paid Contractor under this subsection A shall not exceed the total contract amount, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

- B. Termination for Cause. If Contractor does not perform the work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligation for labor equipment and materials, or proceeds to disobey applicable law, or otherwise commits a violation of a material provision of this Contract, then CITY OF FORT PIERCE, in addition to any other rights it may have against Contractor or others, may immediately terminate the performance of Contractor, in whole or in- part at. CITY OF FORT PIERCE's sole option, and assume possession of the Project Site and all materials and equipment at the site and may complete the work.

In such case, Contractor shall not be paid further until the work is complete. After completion has been achieved, if any portion of the contract price, as it may be modified hereunder, remains after the cost to CITY OF FORT PIERCE of completing the work, including all costs and expenses of every nature incurred, has been

EXHIBIT “A”

deducted by CITY OF FORT PIERCE, such remainder shall belong to Contractor. Otherwise, Contractor shall pay and make whole CITY OF FORT PIERCE for such cost. This obligation for payment shall survive the termination of the Contract.

In the event the employment of Contractor is terminated by CITY OF FORT PIERCE for cause pursuant to this subsection B and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under subsection A and the provisions of subsection A shall apply.

- C. Termination for Non-Appropriation. CITY OF FORT PIERCE may also terminate this Contract in whole or in part, for non-appropriation of sufficient funds to complete or partially complete the project, regardless of the source of such funds, and such termination shall be on the terms of subsection A.
- D. CITY OF FORT PIERCE's rights under this section shall be in addition to those contained elsewhere herein or provided by law.

SECTION 13

- A. The Contractor shall indemnify and hold harmless the City of Fort Pierce and its officers, agents and employees, from any liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Contractor and persons employed or used by the Contractor in the performance of this Contract.
- B. The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same without the prior written approval of the City of Fort Pierce.
- C. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City of Fort Pierce.
- D. Venue: This Agreement shall be constructed in accordance with the laws of the State of Florida and venue shall be St. Lucie County.

IN WITNESS HEREOF, the parties hereto have hereunto set their hands and seals to this Agreement the day and year first above written.

Signed, sealed and delivered in the presence of:

ATTEST:

Secretary
(CITY OF FORT PIERCE Seal)

THE CITY OF FORT PIERCE

BY _____
Chairman

APPROVED AS TO FORM & CORRECTNESS

BY _____

CONTRACTOR

NAME OF FIRM (Typed or Printed)

BY: _____
Signature/Officer of Firm (Manual)

TITLE: _____

STATE OF: _____

COUNTY OF: _____

The foregoing instrument was acknowledge before me this _____ day of _____, 20____, by
_____, _____, of _____,
Office of Firm Title Name of Firm

a _____ corporation, on behalf of the corporation.
State

He/She is personally known to me or has produced _____ as identification.

Notary Public
My commission expires: _____

EXHIBIT "B"

SAMPLE OF ARTIST RIDERS

LONESTAR

Schedule "B" CATERING REQUIREMENTS

If there are any questions or concerns regarding catering or specific menu items, please contact ARTIST'S Tour Manager, Wade Hooker (615) 414-0824, Email: hooker948@gmail.com.

All meals are to be served in a private area completely separate from the public. All numbers reflect L-ONESTAR personnel only. This does not include Opening Acts, local crews, promotions staff, etc. If and when the aforementioned are included for catering, it is requested that LONESTAR personnel eat first for all meals,

ALL DAY BEVERAGES

The following beverages are to be served with breakfast, lunch and dinner:

Coke, Coffee and 2% milk, along with plenty of individually bottled non-carbonated spring water (Dasani or Aquafina). These beverages should be left up in the catering area all day and should be refreshed throughout the day.

Please make sure there is one (1) LARGE cooler, iced down, with assorted soft drinks and water upstage right, at time of load-in and refreshed throughout the day.

BREAKFAST

Please expect 10 - 12 people + locals for breakfast unless otherwise specified.

FOOD: Eggs, meat (lean regular bacon and sausage links or patties), hash brown potatoes, assorted cereals (Corn Flakes, Special K, Raisin Bran or Frosted Flakes), whole wheat or white toast, bagels, fresh fruit platter (cantaloupe, watermelon, bananas, in season berries and grapes).

CONDIMENTS: Cream cheese, strawberry and grape preserves, peanut butter, picante sauce, ketchup, butter, syrup, sugar, Equal or Sweet-n-low.

BEVERAGES: 2% milk, fresh orange juice, regular and decaffeinated coffee, Coke, Diet Coke, Diet Mt. Dew, Dr.Pepper, A&W Root Beer and plenty of individually bottled, non-carbonated water. (Dasani or Aquafina). Please provide a USA Today & Local newspaper.

LUNCH

Please expect 10 - 12 people + locals for lunch unless otherwise specified. All lunches must include fresh salad. Please provide assorted regular and a fat free salad dressing; please provide condiments accordingly with each meal. Hot meals of Tour Manager's choice (Hamburgers, Cheese Burgers, Hot Dogs, Taco Bar Sloppy Joes, etc.) to be discussed with caterer in advance, local specialties are encouraged. Lunch should include chips, potato salad, etc. Beverage choices as listed above,

EXHIBIT "B"

SAMPLE OF ARTIST RIDERS

DINNER

Please expect 10 - 12 people + locals for dinner unless otherwise specified. All dinners are to be served with real plates and utensils. All dinners must include fresh salad, Please provide assorted regular and fat free salad dressing for dinner salads. Hot meals to include: two (2) entrees of Tour Manager's choice, to be discussed with caterer in advance, local specialties are encouraged. Meals ate to include two (2) vegetables, potatoes or rice, and fresh bread. Meals to include caterer's choice of two desserts. Please supply salt and pepper, butter, ketchup, steak sauce, etc. Beverage choices as listed above.

AFTER SHOW FOOD:

*Venue Does Not
Supply After Show Food*

Often times, due to time constraints, ARTISTS are not able to participate in dinner and must wait until after show to eat. Therefore, the After Show Food is very important.

ARTIST Tour Manager will decide from assortectl@lian or Chinese food, BBQ, burgers, pizza or similar for fifteen (15) people. Please provide menus from locafrestaurants for options. NO DELI TRAYS PLEASE.

~~After Show Food to be delivered to Buses at times to be determined by TouE Mänager4~~

Please complete and submit with your proposal:

Price Cost Exhibit B: \$ _____

Proposer's Name: _____

Signature: _____

EXHIBIT "C"
SAMPLE OF ARTIST RIDERS
ROCK AGES ~ HOSPITALITY

- A. All catering/hospitality must be discussed in advance with the Company Manager. If the venue requires the use of an exclusive catering service, please inform the Company Manager Immediately.
- B. For Section 13 items (c) through (h) below, the Presenter must provide one food option at all meals that is both Gluten Free (contains no wheat, rye, barley, and oats) and Vegetarian. The gluten free option must be suitable for a person with Celiac Disease (i.e., the food cannot come into contact with gluten; must be treated like an allergy).
- C. On the day of the load-in, the Presenter must provide as a local Documented Expense coffee break catering inclusive of donuts, muffins, bagels; coffee, tea, fruit juice, cereal, soda, etc. for the entire local and traveling crew (approximately 60 people). These refreshments shall be available no later than two (2) hours after the start of the calf.
- D. The Production must have an unrestricted right to consume food and non-alcoholic beverages in the backstage and dressing room areas of the venue, Should there be any catering fee or other charges in connection with catering, it will be the responsibility of the Local Presenter.

Section 14: TEMPERATURE

- a) The stage and dressing rooms must be maintained at a temperature between 68 and 72 degrees at all times per AEA requirements while the company is in the Venue. This includes Load In and Load Out whenever possible. This must be achieved by half-hour and maintained throughout the performance with as little air movement as possible on stage. If portable heaters/cooling units are required to achieve this, they shall be obtained at Presenter's expense prior to the engagement.

Please complete and submit with your proposal:

Price Cost Exhibit C: \$_____

Proposer's Name: _____

Signature: _____

EXHIBIT "D"
SAMPLE OF ARTIST RIDERS

TONY BENNETT

LOAD IN/DRESSING ROOM CATERING ETC.

Please put local venue Internet login info in each dressing room.

LOAD-IN 10AM

Breakfast for four (4)

Continental style, cold juices, cereal, bagels, cream cheese, pastries

Coffee set up. Toaster for bagels Bottled water

LUNCH 12-1PM

Soup/Salad/Sandwiches for two (2) (Include assorted meats, egg / tuna salad) or delivered.

DINNER

Possible dinner for 10 depending on travel schedule. We can discuss food options during the advance or option of meal buyout (preferred) \$40/pp in \$20s.

ROOM 1: TONY BENNETT for Two (2) - Set up 1 hr. prior to Showtime

- 1 - Small cut fruit platter
- 1 - Small cut crudité platter with dip. Cucumber, peppers, celery, carrots, etc.
- 1 - Assorted mixed nuts. Pistachios, cashews, almonds
- 1 - Small plate of four (4) assorted sandwiches (1/2 cut) Tuna, egg salad, turkey, ham & cheese etc.
W/ asst. condiments (mayo, mustard, salt, pepper, local hot sauce) Plates, utensils, napkins
- 4 - Small bottles of Poland Spring (or similar) water. Room temp
- 4 - Wine glasses. (NO plastic cups)
- 1 - Corkscrew
- 4 - Bottles of asst. Iced Tea (Snapple, etc.)
- 1 - Decaf coffee setup
- 1 - Full length mirror
- 2 - Straight back chairs.
- 6 - Small hand towels
- 1 - Portable steamer
- 1 - Hanging rack with hangers
- 1 - Wastebasket
- 1 - Small wastebasket w/ liner to be placed on Stage Right

EXHIBIT "D"

SAMPLE OF ARTIST RIDERS

Any revisions made to Artist Rider are subject to Artist Management approval.

Room 2: Antonia Bennett: Set up 1-hr prior to showtime

- 6- Small bottles of Fiji (or similar) Room temp
- 1 - Asst. green mixed salad w/lettuce (Iceberg) w/asst. dressings
- 1 - Small fruit platter
- ~~1 - Bottle of good quality white wine w/corkscrew~~
- 1 - 1/2 cooked chicken breast
- 4 - Misc. Clif Bars
- 1 - Hanging rack w/hangers
- 1 - Box of Ziploc Quart size bags
- 1 - Wastebasket
- 4- Chairs
- 1 - Full length mirror
- 4 - Small hand towels
- W/Asst. condiments (mayo, mustard, salt, pepper, Tabasco) / Cups, plates, utensils, napkins, etc.

Items crossed out by
Sunrise Mgmt, venue
cannot supply alcohol

ROOM 3: THE QUARTET for Six (6) - Set up 1 hr prior to Showtime

- 1 - Cut fruit / Asst. cheeses platter
- 1 - Plate of bread/rolls for sandwiches
- 1 - Chip & dip platter (Kettle cooked chips)
- 1 - Asst. fresh chicken, turkey, beef, shrimp for sandwiches (**NOT COLD CUTS**)
Rotisserie chicken is always good w/knives to slice and local specialties
- 1 - Mixed green salad w/lettuce (Iceberg/Romaine) for Five (5) w/asst dressings
(Olive oil/Balsamic, Ranch, Italian)
- 3 - Sandwiches (pre made) Turkey, Tuna, Roast Beef
- 24- Small bottles of Evian (or similar) on ice
- 6 - Small bottles of San Pellegrino w/lemon, lime wedges
- 12- Cans/bottles of mixed sodas
- ~~2 - Bottles of good quality red wine (Merlot) w/corkscrew~~
- ~~4 - Bottle for good quality white wine on ice or refrigerated~~
- ~~12 - Bottles of Heineken beer on ice or refrigerated~~
- ~~6 - Bottles of Bud Light on ice or refrigerated~~
- 1 - Coffee set up w/milk, sugar etc.
- 1 - Mise tea setup
- 1 - Full length mirror
- 1 - Table
- 8 - Straight back chairs
- 12- Small hand towels
- 1 - Hanging rack w/hangers
- 1 - Box of Ziplock Quart size Baggies
- 1 - Waste basket
- W/Asst. condiments (mayo, mustard, salt, pepper, Tabasco) / Cups, plates, utensils, napkins, etc.

Items crossed out by
Sunrise Mgmt, venue
cannot supply alcohol

Any questions about these requirements, please contact John Callahan at logistic@aol.com

EXHIBIT “D”

SAMPLE OF ARTIST RIDERS

Please complete and submit with your proposal:

Price Cost Exhibit D: \$_____

Proposer’s Name: _____

Signature: _____

EXHIBIT "E"

SAMPLE OF ARTIST RIDERS

TWO HOURS PRIOR TO SHOWTIME/ DRESSING ROOMS SHOULD BE SUPPLIED WITH:

BILL MEDLEY -Star Room 1:

Clothes hanging rack, hand towel, soap, bath-towels, bottled water, honey with a pot of hot water

FOR AFTER SHOW :(l) small deli' snack tray including bologna, raw onions, white bread, American mustard (no cheese),

BUCKY HEARD Star Room 2:

Clothes hanging rack, hand towel, soap, bath towels, bottled water, honey with a pot of hot water, pineapple juice, coconut water

BAND / CREW MALE Room 3 (7) people:

- (1) Clothes hanging rack, hand towels with soap
- (1) Case of bottled water, ..
- (1) Whole fruit basket 10 pieces (ex, bananas, apples, oranges)
- (1) Coffee (with creamer and sugar), ..
- (1) Deli meat tray with cheese (serve 10) ham, turkey, roast beef, (with white and wheat bread) (no pre-packaged meats please)
- (1) Garnish tray for sandwiches with lettuce, tomato, onion (mustard and mayonnaise)
- (1) -Snack tray with cheese, crackers, pickles, celery

BAND FEMALE - Room 4 (3) people:

- (1) clothes hanging rack, hand towels with soap
- (6) bottles of spring water

4. PURCHASER will provide a dressing rooms guard plus ample security to insure that only authorized personnel are permitted backstage.

(Catering food for band and crew can be in (1) common location like Green Room)

NOTE: ALL MEAT, CHEESE, GARNISH, SNACK TRAYS AND BEVERAGES MUST BE KEPT ON ICE OR REFRIGERATED FOR THE ENTIRE TIME

FOOD

1. **LUNCH:** PURCHASES will provide a lunch for 10 people during setup, at no cost to ARTIST. Time of meal to be determined by ARTIST'S production manager.
 - (1) Case of bottled water, (1) six pack Diet. Coke
 - (1) Whole fruit basket 10 pieces (ex. bananas, apples, oranges)
 - (1) Coffee (with creamer and sugar)
 - (1) Deli meat tray with cheese (serve 10) ham, turkey, roast beef, (with white and wheat bread; No. pre-packaged meats please)

EXHIBIT "E"

SAMPLE OF ARTIST RIDERS

(1) Garnish tray for sandwiches with lettuce, tomato, onion (mustard and mayonnaise).

(1) -Snack tray with cheese, crackers, pickles celery

2. **DINNER:** PURCHASER will provide hot meals for 10 people following sound check, at no co.st to ARTIST. Time of meal to be determined by ARTIST'S Production Manager
Meal to consist of salad, bread, one main course such as: (beef, chicken or turkey)
Two {2} vegetable selections and one {1} dessert.
Purchaser may substitute dinner with a buy out at \$35.00 per person tfmes.11 if meal is not available.
(Total= \$385} Dinner buy out money is to be given to Tour Manager at sound check time in \$20.00 denominations.

TBD @
ADVANCE

TRANSPORTATION – Local Ground only (note: by by SRT Mgmt)

PURCHASER will provide the following local transportation upon ARTIST'S arrival at airport. Vehicles and drivers are -also to be used to and from hotel and venue for stage set-ups, sound checks, and performances. Transportation to be provided by a professional transportation company only.

1. A "Town Car to transport ARTISTS.

2. One 15 passenger van is required for entourage. One extra vehicle may be needed for luggage and guitars etc.

3. ~~Extra trips to airport may be necessary based on flight arrival times~~ (strikethrough made by SRT Mgmt)

*In the event that ARTIST and entourage arrive via Tour Bus, Items #1 and #2 above must still be provided for use between hotel and venue.

COMPLIMENTARY TICKETS

PURCHASER must provide ARTIST with ~~twenty (20)~~ complimentary tickets per show within the first ten (10) rows, and of good positioning. Any unused portion of these tickets may be placed on sale the day of performance with the permission of ARTIST or ARTIST'S representative. ARTIST'S Tour Manager will determine time - of ticket release. Backstage guest lists/passes are subject to final approval by ARTIST'S tour manager.

FOOD AND BEVERAGE COMP:

When food and beverage coms are to be provided by the PURCHASER,

Please complete and submit with your proposal:

Price Cost Exhibit E: \$ _____

Proposer's Name: _____

Signature: _____