### CONTRACT, LEASE, AGREEMENT CONTROL FORM

| Date:                      | 11/22/2023  |
|----------------------------|---|
| Contract/Lease Control #:  | C24-3924-TDD  |
| Procurement#:              | RFP TDD 23-23                                       |
| Contract/Lease Type:       | CONTRACT-AGREEMENT                                  |
| Award To/Lessee:           | ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC        |
| Owner/Lessor:              | OKALOOSA COUNTY                                     |
| Effective Date:            | 01/03/2024  |
| Expiration Date:           | 01/02/2027 W/1 2 YR RENEWAL                         |
| Description of:            | FOOD & BEVERAGE SERVICES FOR THE DESTIN-FORT WALTON |
|                            | BEACH CONVENTION CENTER                             |
| Department:                | TDD   |
| Department Monitor:        | ADAMS   |
| Monitor's Telephone #:     | 850-651-7131  |
| Monitor's FAX # or E-mail: | JADAMS@MYOKALOOSA.COM                               |
| Closed:                    |   |
|                            |   |

CC: BCC RECORDS

### PROCUREMENT/CONTRACT/LEASE INTERNAL COORDINATION SHEET

| C24 | 1-392 | 1-Al reverd |
|-----|-------|-------------|
| 100 | 127-1 | Therend     |

| Procurement/Contract/Lease Number: RFP Ton 23-23 Tracking Number: 490533 |  |  |  |
|--|--|--|--|
| Procurement/Contractor/Lessee Name: Acamark Grant Funded: YESNOV_        |  |  |  |
| Purpose: Food: Benerage at Connota Cont                                  |  |  |  |
| Date/Term: 1-2027 W 214 Ruals 1. S GREATER THAN \$100,000                |  |  |  |
| Department #: 1113K - 347515 2.   GREATER THAN \$50,000                  |  |  |  |
| Account #: $1138$ $340177$ 3. $\square$ \$50,000 OR LESS                 |  |  |  |
| 8217040  |  |  |  |
| Tran action C  |  |  |  |
| Department: Dept. Monitor Name: Dept. Monitor Name:                      |  |  |  |
| Purchasing Review  |  |  |  |
| Procurement or Contract/Lease requirements are met:                      |  |  |  |
| Purchasing Manager or designee: DeRita Mason, Erin Poole, Amber Hammonds |  |  |  |
| 2CFR Compliance Review (if required)                                     |  |  |  |
| Approved as written: NO Federal W. J. Grant Name:                        |  |  |  |
| Grants Coordinator: Suzanne Ulloa  |  |  |  |
| Risk Management Review   |  |  |  |
| Approved as written:   |  |  |  |
| Date. 1  |  |  |  |
| Risk Manager or designee: Lydia Garcia                                   |  |  |  |
| Approved as written:  County Attorney Review  () () () 2                 |  |  |  |
| Approved as written: Sel mael attache 9-18-23                            |  |  |  |
| County Attorney: Lynn Hoshihara, Kerry Parsons or Designee               |  |  |  |
| Department Funding Review  |  |  |  |
| Approved as written:   |  |  |  |
| Date:  |  |  |  |
| IT Review (if applicable)  |  |  |  |
| Approved as written:   |  |  |  |
| Date:  |  |  |  |

#### **Amber Hammonds**

From:

Odessa Cooper-Pool

Sent:

Tuesday, October 24, 2023 10:55 AM

To:

DeRita Mason

Cc:

Amber Hammonds: Erin Poole: CeCelia VandenBroeck

Subject:

RE: Final Agreement with Okaloosa County

#### Good morning DeRita,

The renewal for Aramark Sports & Entertainment Services, LLC has been reviewed and is approved by Risk Management for insurance purposes.

Thank you,

#### **Odessa Cooper-Pool**

Public Records & Contracts Specialist | Risk Management Okaloosa County BCC 302 N. Wilson Street, Crestview, FL 32536 Office: 1-850-689-4111



"And, when you want something, all the universe conspires in helping you to achieve it."— Paulo Coelho, The Alchemist

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Monday, October 23, 2023 10:03 AM

To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>

Cc: Jacqueline Matichuk <imatichuk@myokaloosa.com>; Amber Hammonds <ahammonds@myokaloosa.com>

Subject: FW: Final Agreement with Okaloosa County

#### Good morning,

Please review and approve the attached.

Amber, I will send to legal once TDD approves the changes.

I might already have a pink sheet, you can look in the bottom section of my thing on the desk.

Thank you,

Thank you,

DeRita Mason

#### **DeRita Mason**

From:

Odessa Cooper-Pool

Sent:

Tuesday, April 18, 2023 9:50 AM

To:

DeRita Mason; Lynn Hoshihara

Cc:

Parsons, Kerry; Jacqueline Matichuk

Subject:

RE: Aramark Draft Agreement 23-23

**Attachments:** 

Aramark for DFWBCC 2.28.23.pdf

Good morning,

With the corrections, the Aramark proposal is approved by Risk Management for insurance purposes.

#### Thank you,

Odessa Cooper-Pool
Public Records & Contracts Specialist
Okaloosa County BCC
302 N. Wilson Street
Crestview, FL 32536
Office: 1-850-689-4111

"And, when you want something, all the universe conspires in helping you to achieve it." - Paulo Coelho, The Alchemist

Please note: Due to Florida's very broad public records laws, most written communications to or from County employees regarding County business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>

Sent: Tuesday, April 18, 2023 6:33 AM

To: Odessa Cooper-Pool <ocooperpool@myokaloosa.com>; Lynn Hoshihara <lhoshihara@myokaloosa.com>

Cc: Parsons, Kerry < KParsons@ngn-tally.com>; Jacqueline Matichuk < jmatichuk@myokaloosa.com>

Subject: RE: Aramark Draft Agreement 23-23

Yes, I will update. Thank you,

DeRita Mason



Department of State / Division of Corporations / Search Records / Search by FEI/EIN Number /

#### **Detail by FEI/EIN Number**

Foreign Profit Corporation ARAMARK SERVICES, INC.

Filing Information

**Document Number** 

815282

FEI/EIN Number

95-2051630

Date Filed

05/18/1961

State

DE

Status

**ACTIVE** 

Last Event

NAME CHANGE AMENDMENT

Event Date Filed

05/20/2014

**Event Effective Date** 

NONE

Principal Address

2400 MARKET ST.

PHILADELPHIA, PA 19103

Changed: 06/16/2019

**Mailing Address** 

5880 NOLENSVILLE PIKE NASHVILLE, TN 37211

Changed: 03/08/2018

Registered Agent Name & Address

CT CORPORATION SYSTEM 1200 S. PINE ISLAND ROAD PLANTATION, FL 33324

Name Changed: 06/30/1992

Address Changed: 06/30/1992

Officer/Director Detail

#### Name & Address

Title Treasurer

Tarangelo, James 2400 MARKET ST. PHILADELPHIA, PA 19103

Title AUTHORIZED REPRESENTATIVE

CHILDS, LAKESHA 5880 NOLENSVILLE PIKE NASHVILLE, TN 37211

Title Other

POTTER, VICKIE R 5880 NOLENSVILLE PIKE TAX DEPT NASHVILLE, TN 37211

Title VP

DEITZ, ROBERT N 2400 MARKET STREET PHILADELPHIA, PA 19103

Title Secretary

DICHTER, HAROLD 2400 MARKET ST PHILADELPHIA, PA 19103

Title VP

RAPONE, PATRICIA 2400 MARKET STREET PHILADELPHIA, PA 19103

#### **Annual Reports**

| Report Year | Filed Date |
|-------------|------------|
| 2020        | 01/15/2020 |
| 2021        | 02/03/2021 |
| 2022        | 02/04/2022 |

#### **Document Images**

| 02/04/2022 ANNUAL REPORT | View image in PDF format |
|--------------------------|--------------------------|
| 02/03/2021 ANNUAL REPORT | View Image in PDF format |
| 01/15/2020 ANNUAL REPORT | View image in PDF format |
| 06/16/2019 ANNUAL REPORT | View image in PDF format |
|                          |                          |

| 03/08/2018 ANNUAL REPORT       | View image in PDF format    |
|--------------------------------|-----------------------------|
| 07/17/2017 ANNUAL REPORT       | View image in PDF format    |
| 04/12/2016 ANNUAL REPORT       | View image in PDF format    |
| 12/16/2015 AMENDED ANNUAL REPO | RT View image in PDF format |
| 04/30/2015 ANNUAL REPORT       | View image in PDF format    |
| 05/20/2014 Name Change         | View image in PDF format    |
| 04/29/2014 ANNUAL REPORT       | View image in PDF format    |
| 04/24/2013 ANNUAL REPORT       | View image in PDF format    |
| 04/30/2012 ANNUAL REPORT       | View image in PDF format    |
| 04/27/2011 ANNUAL REPORT       | View image in PDF format    |
| 05/01/2010 ANNUAL REPORT       | View image in PDF format    |
| 04/28/2009 ANNUAL REPORT       | View image in PDF format    |
| 04/11/2008 ANNUAL REPORT       | View image in PDF format    |
| 10/05/2007 ANNUAL REPORT       | View image in PDF format    |
| 05/15/2007 ANNUAL REPORT       | View image in PDF format    |
| 04/06/2007 Name Change         | View image in PDF format    |
| 05/01/2006 ANNUAL REPORT       | View image in PDF format    |
| 04/28/2005 ANNUAL REPORT       | View image in PDF format    |
| 05/07/2004 ANNUAL REPORT       | View image in PDF format    |
| 05/15/2003 ANNUAL REPORT       | View image in PDF format    |
| 05/14/2002 ANNUAL REPORT       | View image in PDF format    |
| 05/05/2001 ANNUAL REPORT       | View image in PDF format    |
| 05/10/2000 ANNUAL REPORT       | View image in PDF format    |
| 04/28/1999 ANNUAL REPORT       | View image in PDF format    |
| 05/18/1998 ANNUAL REPORT       | View image in PDF format    |
| 05/15/1997 ANNUAL REPORT       | View image in PDF format    |
| 05/01/1996 ANNUAL REPORT       | View image in PDF format    |
|                                |                             |



## **Board of County Commissioners Purchasing Department**

State of Florida

Date: March 10, 2023

#### OKALOOSA COUNTY PURCHASING DEPARTMENT NOTICE OF INTENT TO AWARD RFP TDD 23-23

Food & Beverage Services for the Destin-Fort Walton Beach Convention Center

Okaloosa County would like to thank all businesses, which submitted proposals for Food & Beverage Services for the Destin-Fort Walton Beach Convention Center. (RFP TDD 23-23)

After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Aramark Sports & Entertainment Services, LLC 2400 Market Street Philadelphia, PA 19103

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 31 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 31.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,

DeRita

Digitally signed by DeRita Mason

Mason

Date: 2023.03.07 11:58:52 -06'00'

DeRita Mason

Purchasing Manager

Voice: (850) 689-5960 Fax: (850) 689-5970

## AGREEMENT BETWEEN OKALOOSA COUNTY, FLORIDA AND ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC CONTRACT ID <u>C24-3924-T00</u>

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this <u>21st</u> day of November , 2023, by and between Okaloosa County, a political subdivision of the State of Florida, (hereinafter referred to as the "County"), with a mailing address of 1250 N. Eglin Parkway, Suite 100, Shalimar, Florida, 32579, and Aramark Sports & Entertainment Services, LLC a Foreign Profit Corporation, whose address is 2400 Market Street, Philadelphia, PA 19103 authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 95-2051630.

#### RECITALS

WHEREAS, the County is in need of a contractor for Food & Beverage Services ("Services") for the Destin-Fort Walton Beach Convention Center (the "Facility"); and

WHEREAS, pursuant to the Okaloosa County Purchasing Manual, the County issued a Request for Proposals to competitively procure the Services and received responses to perform these Services. A copy of the procurement and Contractor's response to the procurement is included as Attachment "A"; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

**WHEREAS**, the County wishes to enter into this Agreement with Contractor to provide the Services to the County based on Attachment "A" listed on pages 146-147 of the Contractor's proposal.

**NOW THEREFORE**, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. <u>Recitals and Attachments</u>. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" - Procurement RFP TDD 23-23 and Contractor's Response;

Attachment "B" - Insurance Requirements;

Attachment "C" - Title VI list of pertinent nondiscrimination acts and authorities;

Attachment "D" - Vendor's on scrutinized companies list.

2. <u>Services</u>. Contractor agrees to perform the following services, Food & Beverage Services, for the Destin-Fort Walton Beach Convention Center. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and

in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

The Contractor has established business relationships with vendors, suppliers, etc. ("Providers") that have been selected based on competitive processes. These relationships have allowed the Contractor to obtain volume discounts for its operations nationally. The Contractor may purchase goods from such Providers on behalf of the County. The prior competitive process for the selection of these Providers shall be deemed to satisfy the competitive bid process of the County's Purchasing Manual.

- 3. <u>Term and Renewal</u>. This Agreement shall be effective on January 3, 2024 and shall continue until January 2, 2027. The agreement may be renewed for an additional two (2) years with written agreement from both parties.
- 4. <u>Compensation</u>. The Contractor agrees to provide the Services to the County, including materials and labor, as outlined in the Scope of Services of RFP TDD 23-23 and Contractor's Response (Attachment "A").

#### Compensation to County

- a. Contractor shall reconcile the monthly commissions report with County staff within 7 business days of Contractor's fiscal month end.
- b. Contractor shall remit Commissions, Marketing Reserve, and Utility Payments to County on a monthly basis no later than the 20<sup>th</sup> of each month for the previous month's events, as follows:

#### **Commissions:**

Contractor will pay commissions to County equal to a percentage of Gross Receipts as defined below. "Gross Receipts" shall mean the annual total revenue received by Contractor from its provision of the Services at the Facility <u>less</u> (a) sales tax and other direct taxes imposed upon receipts collected from consumers, (b) credit/debit/gift card transaction fees and charges, (c) discounted sales, (d) gratuities retained by employees, and (e) administrative charges, if any.

| Gross Receipts            | Percentage of Gross |
|---------------------------|---------------------|
| <del>-</del>              | Receipts            |
| \$0 - \$500,000           | 23.0%               |
| \$500,001 - \$1,000,000   | 27.0%               |
| \$1,000,001 - \$1,500,000 | 32.0%               |
| \$1,500,001 – and up      | 35.0%               |

The above tiers will be in place for the first year of the Agreement. These Gross Receipt tiers will then be adjusted by CPI in year two (2) of the Agreement and for each year thereafter. The above commission percentages will be paid on the incremental tier. CPI shall be defined as the most recently available Consumer Price Index 12-month percentage change for all items for urban consumers as published here: https://www.bls.gov/cpi/.

#### Marketing Reserve:

Contractor will contribute two and one-half percent (2.5%) of annual Gross Receipts to County for a marketing reserve ("Marketing Reserve").

#### **Utility Payments**:

Contractor will contribute two percent (2.0%) of Gross Receipts to County to compensate the County for electricity, gas, and water service.

Remittance shall include the following information, at minimum, to provide for verification that the proper commission amounts are remitted:

- Convention Center catering sales
- Aramark Off-Site catering sales
- Vending Machine sales
- Outside Events/Festivals food and beverage sales
- County Events (in-house, non-commissionable)
- Discounted Sales (county-approved, non-commissionable)
- Third-Party Kitchen Usage Fees (county-approved, non-commissionable)
- F&B Buyouts (county-approved, non-commissionable)
- Credit/Debit/Gift card fees (non-commissionable)
- Administrative charges & Gratuities (non-commissionable)
- c. Contractor shall remit the Investment contribution on an annual basis no later than March 31, as follows:

Contractor shall contribute an annual investment of \$75,000 to the County during the initial term of this agreement and for each year that the term of the agreement is extended. The maximum investment hereunder shall be \$375,000 if the term of this agreement is extended for all five (5) years (the "Investment Funds").

Each \$75,000 investment will be amortized on a monthly straight-line basis from the date of disbursement that each investment is made through the end of its corresponding annual term.

Upon consent of Contractor, the Investment Funds shall be used by the County for enhancements of food and beverage/catering services at the Facility. Such consent shall not be unreasonably withheld.

In the event the agreement is terminated without cause by either party prior to the full amortization of the Investment Funds, the County will reimburse Contractor an amount equal to the then unamortized balance of the Investment Funds (the "Termination Payment"). The Termination Payment shall be paid to Contractor not later than the effective date of the termination. County's payment of the Termination Payment shall be a precondition to the effective termination of this Agreement by the County.

d. Contractor will provide food and beverage services requested by the County for County events at a discount of 30% off of normal menu pricing.

#### Compensation to Contractor

- a. Contractor shall submit an invoice to the County upon completion of County events. The invoice shall include the detailed Event Contract, itemizing charges and the 30% County discount. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.
  - County discount applies to food and beverages service only. County discount does not apply to staffing, utensils, or other non-food and beverage purchases related to a County event, which shall be charged at cost with no markup.
- b. Contractor shall submit an invoice to the County upon provision of linen services for events for which food and beverage services are not provided. Linen fees are not to be included in Contractor's commissionable gross receipts. The pricing identified herein may be adjusted based on the Contractor's actual charges from its third-party provider. A contract amendment shall not be required to reflect new pricing so long as Contractor provides documentation of the price increase from the linen vendor.

Flat Rate for White Linen Cleaning & Labor (includes all delivery and buggy fees): 85"x85" = \$1.75 each 114"x52" = \$2.25 each

Flat Rate for Black Linen Cleaning & Labor (includes all delivery and buggy fees): 54"x54" = \$3.19 each 90"x90" = \$6.39 each 120" = \$13.15 each

- c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.
- d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission. No advancement of funds will be issued unless specifically authorized by the Board of County Commissioners.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

- 5. <u>Preferred Local Catering List</u>. County and Contractor shall mutually establish a list of preferred local caterers that may be utilized for Preferred Local Catering Events (as defined below) (the "Preferred Local Catering List"). Each preferred local caterer ("Caterer") shall meet all of the following requirements:
  - a. Maintain an active State of Florida business license and Okaloosa County business tax receipt
  - b. Maintain insurance coverage limits as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Caterer, its agents, or employees.
  - c. Sign a Waiver and Indemnity Agreement between Contractor, County and Caterer
  - d. Adhere to all industry standards for food quality, storage and handling
  - e. Provide full-service and setup, service throughout the duration of the event or agreed upon mealtime, and teardown; shall not include simple takeout/delivery services
  - f. Shall not use the Facility's kitchen, equipment or smallwares for meal preparation
    - i. \$250 deposit shall be on file with the County to use kitchen for warming in one oven or chilling in vendor cooler only
    - ii. Should the kitchen not be left in satisfactory condition, as solely determined by the County, deposit shall be forfeited by Caterer and remitted by County to Contractor for cleaning purposes

"Preferred Local Catering Events" are events meeting the following requirements:

- a. Single day
- b. Less than one hundred (100) attendees
- c. Client is headquartered in tri-County area (Okaloosa, Santa Rosa, Walton)
- d. Contractor shall retain exclusive rights to the provision of alcohol sales and service at the Facility
  - i. If Preferred Local Catering Event includes alcohol, Contractor also retains exclusive rights to non-alcoholic beverages
  - ii. If Preferred Local Catering Event excludes alcohol, Caterer may provide nonalcoholic beverages

County shall manage client relationship with Caterers identified on the Preferred Local Catering List, and provide Contractor with reasonable written notice prior to any Preferred Local Catering Event. Within thirty (30) days of completion of a Preferred Local Catering Event, County shall provide Contractor with documentation regarding total revenue from the Preferred Local Catering Event (e.g. final Caterer invoice to client, final County invoice to client) and pay a commission to Contractor (the "Preferred Local Catering Commission") of the Gross Receipts from the Preferred Local Catering Event (the "Preferred Local Catering Event Gross Receipts"). "Preferred Local Catering Event Gross Receipts" shall mean the total revenue received by the Caterer from its provision of services at a Preferred Local Catering Event at the Facility less (a) sales tax and other direct taxes imposed upon receipts collected from consumers, (b) credit/debit/gift card transaction fees and charges, (d) gratuities retained by employees, and (e) service and/or administrative charges, if any.

Preferred Local Catering Events
Event #'s 1-10

Percentage of Gross Receipts
5.0%

Event #'s 11+ 50% of commission collected by County

The Preferred Local Catering Commission shall not be included in the Contractor's calculation of Gross Receipts pursuant to Section 4.

- 6. A. County Food Truck Program. The County may permit one food truck to operate on the southeast corner of the Facility parking lot by the Hwy 98 traffic light on a rotating schedule as determined by the County. The food truck may sell food and non-alcoholic beverages. The Contractor may apply to participate in the food truck program as part of the County's competitive selection process. The County's food truck program is for the benefit of tourism (value-added/placemaking) and not a revenue-generating strategy for the County. There shall be no revenue-sharing between County and Contractor.
- B. Food Trucks/BBO Smoker Grill Convention Center Outside Events/Festivals. The County may book or host outdoor events/festivals with food trucks/BBQ smoker grills in Facility parking lots and on Bayview Plaza. Contractor shall retain exclusive rights to all beverage and alcohol sales at these events/festivals with one or more beverage stations depending on the specifics of each event/festival. Contractor may also participate in the events/festivals with its own concession booth; the exact food served in the booth will be negotiated and exclusive to the Contractor. The Contractor and County may agree on multiple Contractor booths depending on the specifics of each event/festival. Revenues shall be shared between County and Contractor as follows:
  - i. Contractor shall include its food and beverage sales in the calculation of monthly Gross Receipts pursuant to Section 4.
  - ii. County shall provide Contractor with documentation regarding total daily fees from food trucks/BBQ smoker grill vendors and remit 50% to Contractor within thirty (30) days of outdoor event/festival completion. Contractor's 50% shall not be included in the Contractor's calculation of monthly Gross Receipts pursuant to Section 4.
  - 7. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.
- **8.** <u>Insurance</u>. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "B" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

#### 9. Termination and Remedies for Breach.

a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination

- i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
- ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set- off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. <u>Termination for Insolvency</u>. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- c. <u>Termination for failure to adhere to the Public Records Law</u>. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 11 below, may result in immediate termination of this Agreement.
- d. <u>Termination Without Cause</u>. Either party may terminate this Agreement without cause by giving ninety (90) days' written notice to the other party of its intent to terminate.
- e. <u>Termination With Cause</u>. This Agreement may be terminated by either party if there is a material breach of this Agreement by the other party which is not cured within twenty (20) days after the receipt of written notice of the breach. Upon the giving of written notice and the failure to cure, this Agreement shall be terminated automatically at the end of the cure period.
- 10. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.
- 11. <u>Public Records</u>. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:
  - a. Keep and maintain public records required by the County to perform the service.

- b. Upon request from the County's custodian of public records, provide the 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 chapter 119 Florida Statutes 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 contract term and following completion of the contract if the contractor does not transfer the records to the County.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR THE HAS **QUESTIONS** REGARDING THE APPLICATION OF CHAPTER **FLORIDA** STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON ST., CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

- 12. <u>Audit</u>. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.
- 13. <u>Notices</u>. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

| If to the County:     | Jennifer Adams, Director<br>1540 Miracle Strip Parkway, SE<br>Fort Walton Beach, FL 32548<br>850-<br>651-7131<br>jadams@myokaloosa.com                       | With a copy to: County Attorney Office 1250 N. Eglin Pkwy, Suite 100 Shalimar, FL 32579 (850) 224-4070                          |
|-----------------------|--|---|
| If to the Contractor: | Jerry O'Conner, Vice President Aramark Sports & Entertainment Services, LLC 2400 Market Street Philadelphia, PA 19103 215-238-3000 oconnor-jerry@aramark.com | With a copy to: VP and Associate General Counsel, Aramark Sports & Entertainment, LLC 2400 Market Street Philadelphia, PA 19103 |

- 14. <u>Assignment</u>. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.
- 15. <u>Subcontracting</u>. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and Federal regulations.
- 16. <u>Civil Rights</u>. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.
- 17. <u>Compliance with Nondiscrimination Requirements</u>. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:
  - a. <u>Compliance with Regulations</u>: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".
  - b. <u>Nondiscrimination</u>: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- c. <u>Solicitations for Subcontracts, including Procurements of Materials and Equipment</u>: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. <u>Information and Reports</u>: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. <u>Sanctions for Noncompliance</u>: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
  - i. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
  - ii. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. <u>Incorporation of Provisions</u>: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- 18. <u>Compliance with Laws</u>. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

- 19. <u>Conflict of Interest</u>. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.
- 20. <u>Independent Contractor</u>. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.
- 21. <u>Third Party Beneficiaries</u>. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
- 22. <u>Indemnification and Waiver of Liability.</u> The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

23. <u>Taxes and Assessments</u>. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

24. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

- 25. <u>Inconsistencies and Entire Agreement</u>. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.
- **26.** Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.
- 27. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.
- 28. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

#### ARAMARK SPORTS & ENTERTAINMENT SERVICES, LLC:

| DocuSigned by:  William Manion  A37247938149480 | Vice President - Finance |
|---|--------------------------|
| Signature                                       |                          |
| Bill Manion                                     |                          |
| Name  |                          |
| ATTEST  | OKALOOSA COUNTY, FLORIDA |
|   |                          |

ID Peacock II Clerk

Robert "Trey" A Goodwin, III, Chairman

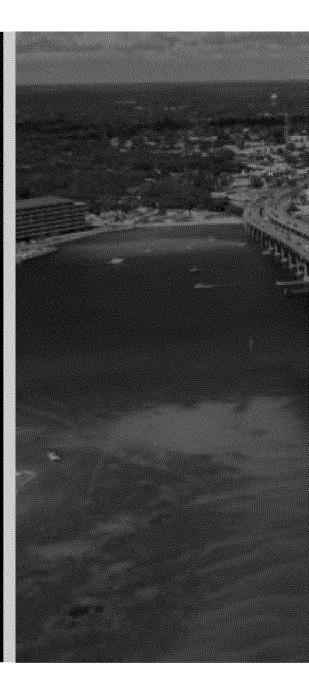


#### Attachment "A" Vendor's Proposal



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# 1. LETTER OF INTEREST

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February 28, 2023



Okaloosa County
Board of County Commissioners
RE: Food & Beverage Services for the Destin-Fort Walton Beach Convention Center
RFP TDD-2323

On behalf of Aramark Sports and Entertainment Services, LLC, I am pleased to submit our proposal to continue food and beverage services at the Destin-Fort Walton Beach Convention Center. Our partnership has always been about driving results together, and we cannot wait to begin the next chapter.

As your partner for nearly 20 years, we have grown through a multitude of experiences with you each and every day. From the benefits of commercial development and community growth to challenges brought on by COVID, Aramark has proudly stood by as your partner. As we continue our journey together, Aramark is committed more than ever to the success of the Convention Center.

Aramark is an industry leader in convention center food and beverage operations. Venues of all sizes make up our portfolio and the expertise of our operators are your greatest benefit. The Convention Center's food and beverage operation is under the watchful eye of General Manager, Ginger Holder. Support comes from all levels but most importantly by way of District Manager, Tom Crocker and his leaders across the Southeast.

Aramark is ready to not only continue our strong partnership with the County, but we're poised to bring our vision for the future of guest experience to life. We are excited to share our ideas for what the consumer of today and tomorrow will see when attending an event at your great venue. Aramark's proposal is of one of true partnership where we can achieve, grow, and succeed in the next era of the Destin-Fort Walton Beach Convention Center together.

Once again, we thank you for the years of partnership and collaboration and look forward to what the future will bring.

Sincerely,

**Brent Hardin**Regional Vice President

Aramark Sports and Entertainment Services, LLC

Lead Office:

Aramark 2400 Market Street Philadelphia, PA 19103

# State of Florida Department of State

I certify from the records of this office that ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on April 19, 2007.

The document number of this limited liability company is M07000002278.

I further certify that said limited liability company has paid all fees due this office through December 31, 2022, that its most recent annual report was filed on April 4, 2022, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of February, 2023



Secretary of State

Tracking Number: 5766453072CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication



#### REQUEST FOR PROPOSALS (RFP) & RESPONDENT'S ACKNOWLEDGEMENT

| RFP TITLE:  | ices for the Destin-Fort Walton Beach   |  |  | P NUMBER:<br>P TDD 23-23   |                                |  |
|---|---|--|--|--|--------------------------------|--|
| Convention Center   | ices for the Destin-Fort Walton Beach   |  | Kri  | ? 1DD 23-23  |                                |  |
| ISSUE DATE:   |   | January  | 30, 2023   |  |                                |  |
| PRE-PROPOSAL MEETIN   |   | February   | 6, 2023  |  | <u>@</u>                       | 9:00 AM  |
| LAST DAY FOR QUESTIC<br>ITB OPENING DATE & T  |   | February<br>February                                   | 13, 2023<br>28, 2023   |  | @<br>@                         | 3:00 PM<br>3:00 PM   |
|   |   | - Toronty  | 20, 2020   |  |                                | 2.0011.1   |
| NOTE: PROPOSALS RE  | CEIVED AFTER THE PROPOSAL O   | PENING   | DATE &   | TIME WILL N  | OT B                           | E CONSIDERED.  |
| specifications and condition conditions have been met. Submitted electronically by proposal opening unless of the RESPONDENT ACK RETURNED AS PART | n solicits your company to submit a prons set forth in this RFP are incorporate. All proposals must have an authorized the time and date listed above. Proposherwise specified.  NOWLEDGEMENT FORM BY OF YOUR PROPOSAL. PROPOSAL PROPOSAL PROPOSAL PROPOSAL PROPOSAL AGENT OF THE Aramark Sports and Entertainment 2400 Market Street | ed into you I signature sals may no ELOW OSALS E RESPO | m response in the spot be withdrown the withdrown the withdrown the will be withdrown the will be with the will be wil | e. A proposal with acceptools acc | ll not l<br>low. A<br>l of nin | the accepted unless all All proposals must be lety (90) days after the lety, SIGNED, AND |
|   | Dhiladalahia DA 40400   |  |  |  |                                |  |
| CITY, STATE, ZIP  | Philadelphia, PA 19103  | 05.20  | 51620  |  |                                |  |
|   | IDENTIFICATION NUMBER (FEIN): 215-238-3000  |  |  | EAX.   |                                |  |
| TELEPHONE NUMBER:<br>EMAIL:   | 215-238-3000  | . EXI: _   |  | - FAX:   |                                |  |
| EMAIL.  |   |  |  |  |                                |  |
| RESPONDENT SUBMITTING FAIR AND WITHOUT COLLU  | IS MADE WITHOUT PRIOR UNDERS'<br>A BID FOR THE SAME MATERIALS, S<br>USION OR FRAUD. I AGREE TO ABIDE<br>O SIGN THIS BID FOR THE RESPONDEN   | UPPLIES,<br>BY ALL                                     | EQUIPMEN   | T OR SERVICES  | S, AND                         | IS IN ALL RESPECTS   |
| AUTHORIZED SIGNATURE:   |   |  | PRINTED  | NAME: Jerry (  | D'Con                          | nor  |
| TITLE: Vice P   | resident, Growth  |  |  | /23/2023   |                                |  |

Rev: September 22, 2015

### Food & Beverage Services for the Destin-Fort Walton Beach Convention Center RFP TDD 2323

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) February 28, 2023 for Food & Beverage Services for the Destin-Fort Walton Beach Convention Center.

Interested respondents desiring consideration shall submit their response online at Vendor Registry through the link provided below:

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

Unless otherwise stipulated in the proposal description, all responses must be submitted using Vendor Registry only. No other means of submission of responses will be accepted. Responses will be accepted by Vendor Registry until **3:00 p.m. CST February 28, 2023**, at which time all proposals that are timely submitted will be opened and reviewed.

A non-mandatory pre-proposal meeting will be conducted at Destin-Fort Walton Beach Convention Center at 1250 Miracle Strip Pkwy SE, Fort Walton Beach, Florida 32548 on February 6, 2023 at 9:00 A.M. (CST). While the meeting is non-mandatory, attendance is highly encouraged. Attendees shall meet at the front door of the building for the pre-proposal meeting. Okaloosa County will transmit to all plan holders of record an Addenda in response to written questions received no later than seven (7) days prior to Bid Opening date. Oral statements may not be relied upon and will not be binding or legally effective.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

For this solicitation please contact:
DeRita Mason
Sr. Contracts and Lease Coordinator
850-689-5960
dmason@myokaloosa.com

| DeRita Mason       | Date |
|--------------------|------|
| Purchasing Manager |      |

OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS ROBERT "TREY" GOODWIN, III, CHAIRMAN

#### **PROPOSAL REQUIREMENTS**

PROPOSAL #: RFP TDD 23-23

PROPOSAL ITEM: FOOD & BEVERAGE SERVICES FOR THE

DESTIN-FORT WALTON BEACH CONVENTION CENTER

#### **GENERAL REQUIREMENTS**

This is a Request for Proposals (RFP) for interested vendors that possess the experience, expertise and proven record of quality food and beverage services preparation and presentation, inclusive of comprehensive safety policies and excellent record of food and kitchen safety, to be the exclusive caterer at the Destin-Fort Walton Beach Convention Center (DFWBCC). The DFWBCC is a multi-purpose facility with approximately 33,000 square feet of indoor meeting space and 38,000 square feet of open-air, fully-equipped outdoor space. Conventions, trade shows, entertainment events, regional sporting events, association events and civic functions are held here on a year-round basis. Providing exceptional food and beverage services plays a vital role in the success of these events. This includes providing the highest quality banquet/catering and special events services. The DFWBCC is committed to delivering a superior level of service in an environmentally responsible manner at a competitive price. Visit us at: <a href="https://www.destinfwbconventioncenter.com/">https://www.destinfwbconventioncenter.com/</a>

The DFWBCC houses a 6,000 sq. ft. kitchen with food production capabilities of 1,500 simultaneous sit down meals, with full infrastructure in place for expansion of capabilities. Main ballroom capacity for banquet style seating is 1,580 people. Vendors desiring to respond should have experience providing similar services, preferably within a convention center. It is the County's intent to select one vendor ordinarily engaged in the business of providing this service.

The terms "proposer", "contractor", and "firm" are used herein interchangeably to mean any individual or entity which submits a proposal in response to this RFP.

#### **SCOPE OF SERVICE**

The scope of services shall include, but is not limited to, provisions of staff, product, menu, preparation, service and clean-up of food and beverage preparation and service and serving areas. The provisions of portable "Thematic" food service such as specialized or ethnic foods and beverages with related thematic presentations, portable carts, and displays. The provision of temporary retail and moveable kiosks, including on the floor catering and vending machines. These services shall be provided with the majority of the preparation using the existing kitchen facility. Proposed vending offerings, quantities, pricing, and portion size for both food and beverage vending machines should also be provided.

Contractor shall be responsible for all aspects of food service, including, but not limited to, staffing, operations, and product effective January 3, 2024. This includes responsibility for all food & beverage event orders that were previously finalized and executed for events occurring on or after January 3, 2024.

#### **STAFFING:**

Provide services and represent the County in a professional manner.

Maintain a one-business day response time to existing and prospective DFWBCC clients via email or telephone.

Assign a qualified representative to answer questions relating to the food service operation from County staff or prospective DFWBCC clients.

If at any time the County determines that the General Manager, Sales Catering Manager or Executive Chef is unsatisfactory, contractor shall within thirty (30) days replace him/her with one who is satisfactory to the County. DFWBCC shall not be liable to contractor if any employee's contract with contractor is breached, modified and/or terminated as a result.

The next senior level of management to the General Manager shall visit the DFWBCC a minimum of once every quarter.

TRAINING AND SUPERVISION: Contractor shall train and closely supervise all its employees so that they are aware of and habitually practice the high standards of cleanliness, courtesy and service required. The contractor shall have a fully comprehensive food, beverage and kitchen operation safety plan, with validated employee training procedures.

SERVING OF ALCOHOLIC BEVERAGES: Contractor shall manage and maintain all liquor operations and licenses at the DFWBCC. The County shall have the sole right to determine at which events alcoholic beverages may be sold. Contractor shall at all times exercise total independent, prudent, reasonable judgment in the serving of alcoholic beverages. Contractor shall use only qualified and supervised personnel with training and experience in the sale of alcoholic beverages. The decision to refuse service of alcoholic beverages to any individual shall be the sole responsibility of contractor. Contractor shall be required to have all staff, including management, involved in the service of alcoholic beverages, to complete an Alcohol Awareness Training Program that has been approved by the State of Florida.

<u>ATTIRE:</u> All employees of contractor shall be neatly attired in uniforms that clearly and properly identify contractor. All employees of contractor are required to wear a name identification tag at all times while at DFWBCC. Contractor's management personnel shall be neatly attired in normal business attire at all times.

<u>TEMPORARY STAFF:</u> Defined as staff brought in from a staffing company for a single large event. To ensure quality service, a comprehensive plan of pre-event briefing inclusive of the contractor's serving needs, set up and station responsibilities, and behavioral standards shall be developed by the contractor's General Manager and presented to temporary staff.

ACCESS TO DFWBCC: All employees of contractor shall enter and leave DFWBCC via the entrance(s) so designated by the DFWBCC General Manager. Only those employees actually working shall be permitted in DFWBCC without charge. At no time shall contractor permit the free entrance of any person not an employee for such event or events, and no surplus of employees will be permitted for any event.

<u>UNPERMITTED CONDUCT</u>: Alcohol consumption and/or use of narcotic substances by employees of contractor will not be tolerated, and infractions will cause immediate removal from DFWBCC. The County reserves the right at all times to require any employee of contractor to immediately leave the premises.

DISCRIMINATION: Contractor shall not prescribe to any personnel policy which permits or allows for the

promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

<u>SUBCONTRACTORS</u>: The use of subcontractors shall require prior approval by the County.

#### **OPERATIONS:**

Produce all ranges of morning, daytime and evening meal menus, with sufficient variety to cater to all incoming requests. All services must be performed with the degree of skill, care, and diligence normally shown by a professional performing service of comparable scope, purpose and magnitude.

Develop and implement an operational protocol that meets the needs of the events industry, often consisting of "fast track" service, last minute changes and continual pre-event, event and post-event monitoring.

Once fixed costs are negotiated and contracts signed, each event will be developed separately relative to the amount of hours and necessary equipment to complete the assigned project.

Receive all food, merchandise, supplies, and food equipment at DFWBCC food receiving area, and then move these items to kitchen and storage areas in DFWBCC.

Move supplies and equipment from storerooms in DFWBCC to areas where such supplies and equipment are required for food and beverage preparation and service functions. The loading dock will be shared by contractor, DFWBCC and any other entity with prior approval of the County. Deliveries must be scheduled so that the activity will not be in conflict with any move-in or move-out of any event. Certain light hand deliveries may be made at the back of DFWBCC, using the employee entrance.

Cover and drape tables, place decorations (i.e., flags, balloons, drapes, flowers, table stands with numbers) on tables, clean and remove all service ware and table cloths and draping at the completion of the event in areas where food service functions are held, unless otherwise directed by the County.

Deliver and dispense all food, beverage, supplies, and other articles for portable concession stands and portable bars and portable carts.

Provide concessions (at the very least water, beverages, grab and go snacks) during all hours of the event without imposing a minimum or fees on the clients. While some hours of the day may be more lucrative than others, it will be the responsibility of the contractor to ensure that those attending events at the DFWBCC have a consistently enjoyable event, where they can feel confident that food and beverage will be provided.

SALES: Develop and execute an acceptable Sales & Marketing Program for the catering and concessions services at DFWBCC. All advertising and promotional materials require prior approval of the County before printed, published, or broadcast. DFWBCC's patrons shall not be infringed upon by any activity of contractor or any of its employees or subcontractors. The activities of contractor shall be such as to render service to the patrons in a dignified manner; and no undue pressure, coercion or persuasion shall be used by contractor in an attempt to influence the patrons to use the services or products of contractor. All contractors' sales shall be conducted and operated within the rules and regulations as promulgated by the County and shall in no way interfere with the orderly operation of any event. The sales shall only be conducted at such times from and at such locations as are designated by the County. The proposal should include a process that makes catering sales personnel or someone in the organization with the ability to present contractor's offerings available to respond to requests from clients or county personnel.

<u>BANQUET OPERATIONS</u>: Manage and operate a catering program that successfully markets and operates full food and beverage services for meetings, receptions, VIP functions, show floor booths, banquets and related functions. Must be able to execute events ranging in size from very small to several thousands of attendees. Must be able to execute a broad array of culinary options for the County's clients from local and regional favorites to high end dining from a variety of cuisine.

<u>INSPECTIONS</u>: Schedule quarterly inspections by a third party food and safety auditor. Schedule semi-annual inspections by the Board of Health as required. Copies of the inspections shall be forwarded to the County for review.

<u>MAINTENANCE OF PREMISES:</u> Obtain, at its own expense, all licenses, permits and certifications necessary to provide the services described in this RFP. Operations must conform to all applicable local, state and federal rules, regulations and laws.

Obtain and dispose, at its own expense, cooking oil as needed.

Clean, at its own expense, kitchen hoods quarterly.

Empty, at its own expense, grease traps annually.

Compensate the County for electricity, gas and water services provided by the DFWBCC for contractor's operation. Said payment shall be made monthly fifteen (15) days after the close of each accounting period.

Develop an effective and continuous energy management and conservation program.

Make available to the County all areas under its direct control to enable the exterminator to carry out said service.

Maintain all equipment and small wares in a good repair, in conjunction with the County, including maintenance or repair necessitated by ordinary use.

Keep clean, covered, polished and in good repair, all bars, equipment, and other facilities, either permanent or temporary, as are used in the performance of this agreement. Damage incurred to the property of the County as a direct result of negligence or lack of maintenance on the part of contractor is a non-allowable expense charged directly to contractor.

Maintain all food and beverage service facilities in a clean and sanitary condition in accordance and consistent with all applicable rules, demands and requirements of law, pertinent health and other authorities of Okaloosa County and the State of Florida and any other governmental entity having jurisdiction.

Keep the entire area, including the floors in the seating areas when a buffet, banquet or concession operation is in place and the area within a radius of 25 ft. of each food service area, free and clear from all nuisance and damage to floors, walls, windows or other property.

Notify DFWBCC staff when equipment structures or fixtures are damaged or require repair.

<u>TRASH</u>: Monitor all food service and serving areas cleanliness and trash removal during events. Promptly dispose all refuse and waste materials created by contractor's operations in all food service areas after each event directly into a compactor designated by the County, from which it shall be removed by the County. Keep waste foods in closed metal or plastic containers until prompt removal during and after the event to a central collection area

designated by the County, from which it shall be removed by the County.

Employ the necessary personnel before, during and after any event to comply with these provisions. In the event that contractor does not sufficiently clean the stated areas, the County will clean the same and submit an invoice to contractor for services rendered as a reimbursable expense.

<u>ACCOUNTING & RECORD KEEPING:</u> Maintain a software system that addresses at a minimum a Supplier Database, Inventory Data Base, Recipe Data Base, Customer Data Base, Purchasing & Receiving, Cost of Sales, Accounting, Catering Management, and Concession Management.

Maintain an original set of books and records of sales, receipts and inventory regarding operations at DFWBCC, all in accordance with generally accepted accounting procedures. Said records and procedures shall be sufficient to clearly reflect all direct and indirect cost of any nature incurred in the performance of this agreement including original invoices of all materials brought on the premise. Contractor shall also maintain payroll summaries, copies of payroll, tax returns, deposit receipts and bank statements.

<u>CHARITABLE DONATIONS</u>: Operate and offer a donation program which matches charitable organizations with excess un-served food which has been purchased by events, but not consumed. Provide a monthly report on an individual event basis with the name of the charitable organization(s) receiving donations through the program and the quantity by weight of product donated and any other agreed upon statistics.

Nothing contained here shall be construed to alter or affect any duty that contractor has or may have under applicable local, state or federal laws and regulations.

<u>PROGRAMMING:</u> Programming for all events requiring the services of contractor shall be performed by the County. Any programming offered by contractor utilizing DFWBCC facilities may be allowed or denied in the sole discretion of the County, and if allowed will be incorporated into the official calendar of events, providing that said activities are consistent with County policies. Operate within the framework of DFWBCC event schedule. However, if necessary, contractor shall provide adequate staff to perform required set-up and removal to accommodate DFWBCC schedule.

<u>QUALITY ASSURANCE:</u> Implement a comprehensive quality assurance program and immediately address any complaints or issues brought forth by either the DFWBCC client or the County.

<u>INVENTORY</u>: Ensure there is an inventory of equipment and small ware adequate to provide the services to the clients and guests of DFWBCC at all times. Conduct a complete inventory of all equipment and small wares and provide that inventory to the County no later than December 31st of each year.

<u>COOPERATION:</u> Contractor shall not interfere with the free distribution of food, beverages or any other items of any nature whatsoever, where such distribution has been authorized by the County. Free samples may be given away by or on behalf of or with permission of any person or organization that has properly engaged DFWBCC for meetings, trade shows, cooking schools, exhibitions, conventions and the like at the discretion of the County.

<u>EXCLUSIVITY</u>: Assist the DFWBCC staff with enforcement of outside food and beverage limitations with clients and patrons.

<u>POLICIES</u>: The County reserves the right to implement policies, rules and regulations governing the general provision of food and beverage to maintain a consistency of kind and quality of food and beverage service, compatibility of food and beverage products with the events at DFWBCC and other parameters of food and beverage service which shall be adhered to by contractor.

<u>EXCLUDED ACTIVITIES</u>: Food and Beverage distributed by exhibitors under a DFWBCC-approved policy for sampling: "Personal Consumption Policy."

<u>COUNTY EVENTS:</u> Contractor shall provide food and beverage service requested by the County as part of its in-house activities. The charge to the County for said services shall be at a discount for all food and beverages from contractor's standard approved retail prices.

<u>OFFSITE CATERING:</u> The kitchen area may be utilized in the preparation of service for offsite catering opportunities at the same commission for services at the DFWBCC. All equipment is the property of the DFWBCC and shall be transported by DFWBCC staff to offsite events. Caterer will be charged mileage and an hourly rate for the driver by the County.

PREFERRED LOCAL CATERING VENDOR LIST: Contractor shall establish a list of local catering vendors that may be used by smaller events. The parameters for the vendors, including limits on number of caterers, event size, number of events, food & beverage budget, and kitchen and smallwares use (if any) are subject to County approval. Minimum service standards are non-negotiable and shall follow contract terms as noted herein, to include food and beverage service timing, staffing levels, presentation, quality assurance, licensing and insurance. DFWBCC retains final approval of said list. For clarification, local catering vendors must be full-service and provide setup, food service and teardown and shall not include simple takeout/delivery services. Contractor shall retain exclusive rights to alcohol sales and service.

#### PRODUCT TO BE SOLD & PRICES:

The contractor shall have the right, subject to other provisions of these specifications, to sell products of a food and beverage nature, including alcoholic beverages, within the DFWBCC 24/7/365 for all functions as booked by clients.

<u>PRICING</u>: Food and beverage service prices shall remain competitive in the local marketplace while enabling contractor to realize an acceptable revenue income. Contractor's rights shall extend to the food and beverage service needs of the patrons of DFWBCC as stated above only to the extent that contractor maintains availability and quality with a competitiveness to other commercial vendors. Maximization of the use of the facilities of DFWBCC is the goal and all efforts shall be made by contractor not to discourage use of DFWBCC facilities by reason of contractor's exorbitant pricing, unavailability of service, inferior quality or other non-competitive practices. The County reserves the right to intercede in client negotiations in those instances where the County determines that contractor is failing to provide competitive and representative services. If contractor consistently fails to perform for a particular portion of the food and beverage services then the County may obtain service from other vendors for such portion without terminating the agreement, this does not prevent the County from proceeding with notifying contractor that they are in default.

The DFWBCC General Manager agrees to meet with contractor to review products to be sold and prices to be charged on an annual basis, with the DFWBCC General Manger having final approval. Whenever unique economic conditions result in unusual cost increases to contractor, the County will consider a request by contractor for price changes at times other than annually.

QUALITY: Quality of items sold and services performed at DFWBCC is a matter of highest concern and is the essence of the agreement. All food, beverages and other items sold or kept for sale at DFWBCC shall be of first quality, wholesome and pure and must conform in all respects to all applicable federal, state, county health statutes, ordinances and regulations. No imitation, adulterated or misbranded article shall be sold or kept for sale and all merchandise offered for sale shall be stored and handled with due regard for sanitation, and shall conform with the

quality, type, size, and weights as agreed upon and approved by the County. All food products sold to individuals through various outlets shall be prepared and handled to provide fresh, high quality products. Contractor shall only serve fresh brewed coffee; the use of instant liquid or freeze-dried coffee will not be permitted. Written policies shall be developed and adhered to regarding shelf life of all perishable merchandise. All merchandise kept for sale shall be subject to inspection and approval or rejection by the County. Any article rejected by the County in good faith as not being first quality, wholesome and pure shall be removed from the premises and shall not be offered for resale. Contractor shall comply with industry standards of beer, wine, and other alcoholic beverages regarding quality, quantity, storage and handling.

<u>SELECTION OF VENDORS/SUPPLIERS:</u> The County reserves the sole right to grant advertising and sponsorship exclusivity from time to time for food and beverage supplies consumed in DFWBCC. Pursuant to the said exclusivity granting rights, the County reserves the final right to specify any or all of contractor's product sources of supply; provided, however, contractor shall, in its sole discretion, select the vendors of the supply sources and shall not be obligated to use sources of supply whose level of quality, services and/or prices are not competitive with the marketplace. It is the intent of the County to be able to receive the full benefit of the exclusive outlet rights for food and beverage products; provided, competitive levels of quality, services and/or prices are maintained.

<u>SPECIALIZED OFFERINGS</u>: A diverse range of offerings to meet ever changing customer requests, with at a minimum the following types of specialized food and beverage services:

Organic

Free of ingredients that contain Gluten

Vegetarian/Vegan

Locally Grown and Raised

Health Options in both the banquet and concessions operation

#### **KEY PERFORMANCE INDICATORS:**

Contractor shall maintain the highest standards related to food and beverage/catering service and customer service. As such, the following key performance indicators ("KPI") will be used, and may be modified upon mutual review and written approval between Contractor, as represented by the General Manager, and DFWBCC, as represented by the Tourist Development Department Director.

Results of Client Survey- a five-point scale is used for six elements of food and beverage/catering services. A quarterly average of the responses will be computed and Contractor may be fined \$1,000 per quarter if the quarterly average of all elements is 3 or less. Quarters are defined as Jan-Mar, Apr-Jun, Jul-Sep, and Oct-Dec.

Scale Elements

5-Very Good Pre-Event Coordination of Food & Beverage

4-Good Food Presentation 3-Average Quality of Food

2-Poor Wait Staff Professionalism 1-Very Poor Wait Staff Efficiency

Value for Money

One Business Day Sales Response Time- Contractor's Catering Sales Manager is expected to maintain a one business day response time to clients via email or telephone. It will be notated when a client makes DFWCCC staff aware of a lack of communication from Catering Sales Manager. Such complaints will be brought to the General Manager's attention. If a greater than one business day response time occurs more than three times per quarter, DFWBCC will require the Catering Sales Manager to be onsite Monday - Friday from 8:00a to 5:00p and/or request a new Catering Sales Manager.

Contractor's failure to maintain satisfactory quarterly client survey results and/or one business day sales response time for two (2) consecutive quarters may be considered a material breach of contract.

#### **DFWBCC RESPONSIBILITIES:**

Provide the kitchen space and food preparation, serving and clean up equipment. All such equipment will remain the property of the County and must not be loaned or removed from the DFWBCC. No modifications or alterations may be made to this equipment without the written approval of the County.

Provide electricity, gas and water services, which shall be compensated by the contractor.

Provide telephone equipment and local/business only long distance service, which shall not be subject to reimbursement by the contractor.

Engage exterminators to control vermin and pests as is necessary or required by law. Such extermination shall be supplied in all areas where food is prepared, dispensed or stored.

Act as a conduit with the client base, provide food and beverage information, contact information and operational scheduling, and arrange client and contractor meetings as necessary.

Perform setup and tear-down of all tables and chairs except those used for buffet and break service and those specifically required by contractor for serving and staging.

Build reasonable time periods into the event schedule for set-up and removal of contractor's equipment.

Provide at least 24-hours' notice when there is a scheduled site visit that may involve food and beverage components.

### PROPOSAL FORMAT

Proposals **MUST** be submitted in the following format:

- 1) Letter of Interest provide a synopsis of the proposer's qualifications, to include specific capabilities, organizational structure and credentials of chief operations management team, location of the firm's office that will be the lead office for this contract, and any registrations or certificates of operation that may be applicable.
- 2) Experience and Qualifications provide a listing of five (5) current or recent prior contracts held, *preferably within a convention center*, with a description of the services provided that is similar to the scope of services described herein, firm name, contact person, and phone number.
- 3) Project Management Organization identify key personnel to be assigned to the DFWBCC; describe their respective areas of expertise; and provide a resume of their qualifications, education and experience.
- 4) Proposed Catering Services:
  - a. STAFFING PLAN: Specify the number of staff that will be dedicated to the operations at the DFWBCC. Ongoing staff training and professional development programs shall also be included in this section.

Identify proposed minimum staffing guidelines for all front of house positions including: 1) Table Service Breakfast, 2) Table Service Lunch, 3) Table Service Dinner, 4) Buffet Breakfast, 5) Buffet Lunch, 6) Buffet Dinner, 7) Reception Served, 8) Hosted Bar, 9) Cash Bar, include both number of servers used per number of guests and number of captains per number of servers.

Include a detailed explanation of all pre-employment screening and background checks performed by your firm. The successful proposer shall agree to perform full background checks on all employees, at the successful proposer's expense, prior to assignment at the DFWBCC.

Identify any operational areas where subcontractors may be used. Identify the services and roles that each subcontractor would assume in providing services. Also include how subcontractors will be approved through background process.

b. MENU & PRICING: Provide proposed sample menus for both concessions and catered food and beverage at DFWBCC (breakfast, breaks, lunch, dinner). Include pricing, portion size where applicable and a price comparison of the local market. Prices for catered functions are to be inclusive of all costs, but exclusive of service charge and sales tax. Prices for concessions and cash bar items are to be inclusive of all costs and sales tax.

All prices submitted by the proposer shall become part of this agreement as a basis for current and future pricing.

c. OPERATIONS PLAN: Submit an Operations Plan describing in specific detail the strategies, policies and procedures to be used in providing the scope of services described herein. The proposer shall have the ability to simultaneously facilitate multiple events on the same day. Provide examples of your firm's capabilities to support multiple and concurrent catering events.

Identify the type and style of service that is being proposed to serve a banquet held in the Grand Ballroom, with an attendance of 1,580 guests. Include any unique and creative material (menu, pricing, design, etc.). Identify and cost out the staffing required to deliver this service.

Identify the type and style of service that is being proposed to serve a three (3) day trade show with an average daily attendance of 2,500 guests and 100 exhibit booths for attendees (concession) and different packages for exhibitors. This should include different service styles and packages including pre-order and delivery for exhibitors.

With catering and contractor exclusivity comes the responsibility to enforce said exclusivity. Contractor will assist DFWBCC staff with enforcement. Submit a narrative explaining your procedure/process for handling each of these scenarios:

- i. A vendor/exhibitor brings in outside food and beverage to serve to event attendees from their booth.
- ii. An attendee brings in alcohol during a wedding.
- iii. A coach brings in outside food and beverage for his 15 man wrestling team during an athletic competition providing concessions.
- iv. An event client brings in outside danishes and coffee for breakfast for a board meeting where lunch is being catered.
- v. An attendee walks into the building with their Starbucks coffee prior to a convention.

d. VALUE ADDED SERVICES: Describe any value added benefits your firm can provide to the County. Use this section to describe any other cost saving measures or benefits not outlined in prior sections, such as economic stimulus your firm generate that would directly benefit Okaloosa County.

Identify proposed methodology for selection of local catering vendors that may be used by smaller events. Identify the parameters for the vendors, including limits on number of caterers, event size, number of events, food & beverage budget, and kitchen and smallwares use (if any). Commission related to local catering vendors shall accrue to both Contractor and DFWBCC. Parameters and commission rates are negotiable.

Provide a general outline of accounting policies and procedures and any software that would be used in the control of the food and beverage services at DFWBCC.

Identify measurable quality control programs currently in effect in similar facilities.

5) COMMISSION – Provide a percentage commission to be paid to the County which shall be based on the gross receipts of all sales made directly to DFWBCC clients and exhibitors, exclusive of discounted County events and local catering vendors.

Provide a percentage commission to be paid to the County and a percentage commission to be retained by the Contractor from local catering vendors.

Provide a percentage discount for food and beverage service requested by the County as part of its inhouse activities.

### **SELECTION CRITERIA**

The following criteria will be utilized in the evaluation of qualifications for development of the short list of those to be considered for in-person interviews and/or potential negotiations:

- 1) Letter of Interest (5 points)
- 2) Experience and Qualifications, preferably within a convention center (20 points)
- 3) Project Management Organization (5 points)
- 4) Proposed Catering Services (50 points total per allocation below)

Staffing, Subcontractors (15 points)

Menu & Pricing (15 pints)

Operations Plan, Exclusivity (10 Points)

Value Added Services, Local Catering Vendors, Accounting, Quality Control (10 points)

5) Commission (20 points)

### TERM OF CONTRACT AND RENEWAL OPTION

The initial contract term is anticipated to be three (3) years, with an option to renew for one (1) additional two (2) year period. County renewal will be in part dependent upon quality of service and acceptability of costs.

Selected vendor will be required to have Catering Sales Manager available beginning November 1, 2023 to meet with clients regarding their catering contracts.

General Manager and Executive Chef shall be available beginning December 1, 2023 to meet with clients and County staff, and transition perishable food items. Tastings shall be required prior to County approval of the Executive Chef.

Vendor shall assume all catering responsibilities effective January 3, 2024. This includes responsibility for all food & beverage event orders that were previously finalized and executed for events occurring on or after January 3, 2024.

Note: failure to provide all the required information, in the required format, may disqualify the vendor from further consideration.

### PROCUREMENT SCHEDULE (ANTICIPATED)

| RFP Advertised & Posted on Website | 01/30/2023             |
|------------------------------------|------------------------|
| Pre-Bid Meeting                    | 02/06/2023 @ 9:00 A.M. |
| Deadline for Questions             | 02/13/2023 @ 3:00 P.M. |
| RFP Response Due Date              | 02/28/2023 @ 3:00 P.M. |
| Selection Review Committee Meeting | 03/07/2023 @ 9:00 A.M. |
| Oral Presentations *if needed*     | 03/15/2023 @ 8:00 A.M. |
| Recommend Award Via ITA            | 03/17/2023             |
| Contract Negotiations              | 04/24/2023             |
| Contract to TDC for approval       | 04/25/2023             |
| Finalize/Execute Agreement         | 05/02/2023             |
| Executive Chef Tastings            | TBD                    |

### GENERAL SERVICES INSURANCE REQUIREMENTS FOR CYBER LIABILITY

### **CONTRACTORS INSURANCE**

- 1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies of any insurance policies to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered a breach of contract.

### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.
- 4. A Waiver of Subrogation is required to be shown on all Workers Compensation Certificates of Insurance.

### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 (One Million Dollars) combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

### COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability
  - 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
- 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### CYBER LIABILITY

The Contractor shall carry Cyber Liability insurance coverage for third party liability. Coverage will include ID Theft Monitoring, Credit Monitoring (if necessary) & Notification. Coverage must be afforded for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

### **INSURANCE LIMITS OF LIABILITY**

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

### **LIMIT**

- 1. Workers' Compensation
  - 1.) State

Statutory

2.) Employer's Liability \$500,000 each accident

2. Business Automobile \$1,000,000 each accident

(A combined single limit)

3. Commercial General Liability \$1,000,000 each occurrence

Bodily Injury & Property Damage

\$1,000,000 each occurrence Products and

completed operations

4. Personal and Advertising Injury \$1,000,000 each occurrence

5. Cyber Liability \$1,000,000 per claim

### NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

### **CERTIFICATE OF INSURANCE**

- 1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10) days' prior written notice if cancellation is for nonpayment of premium.
- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice to the County. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days prior to the

expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
- 7. All deductibles or self-insured retentions (SIRs), whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
- 8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

### EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement. An Excess liability policy must be submitted indicating which policy it applies to.

### **GENERAL CONDITIONS**

### PRE-QUALIFICATION ACTIVITY

1. ADDENDUM - Except as provided in this section, respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Review Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed via Vendor Registry:

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement Form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Vendor Registry following website.

https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=21d474a1-e536-4f4d-9f2c-77c3b1e3c683

Such written addenda or modification shall be part of the RFP documents and shall be binding upon each respondent. Each respondent is required to acknowledge receipt of any and all addenda in writing and submit with their documents. No respondent may rely upon any verbal modification or interpretation.

**2. PREPARATION OF PROPOSAL** – The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed electronically in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal", "No Change", or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be submitted electronically - All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the respondent is an out-of-state corporation, the proposal shall contain evidence of respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida in accordance with Article 3. A state contractor license # for the State of Florida shall also be included on the proposal form. Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

- 3. INTEGRITY OF PROPOSAL DOCUMENTS Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a respondent wishes to propose must be clearly stated in the respondent's response in the form of an addendum to the original proposal documents.
- 4. SUBMITTAL OF PROPOSAL All proposals shall be submitted electronically no later than the date and time prescribed on the Notice to Respondents. The responses submitted should be one (1) completed document, unless otherwise specified within the document.
- 5. MODIFICATION & WITHDRAWAL OF PROPOSAL A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

- **PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE** All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.
- 7. **CONDITIONAL & INCOMPLETE PROPOSALS** Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.
- 8. CONTRACT FOR SERVICES A copy of the County's standard agreement for professional services such as the ones being procured herein is attached to this procurement. The successful respondent will be required to enter into the County's standard agreement. It is the responsibility of the Respondent to raise any objections to the terms and conditions of the standard agreement at the time of submitting its response to this RFP. Failure to do so will be considered a waiver of respondent's right to raise it later in the process or during negotiations. In the evaluation and negotiation processes the County has the right in its sole discretion to consider any objections raised by Respondent as part of the determination of most responsible and responsive proposer.

- **9. ADDITION/DELETION OF ITEM** The County reserves the right to add or delete any item from this proposal or resulting contract when deemed to be in the County's best interest.
- 10. APPLICABLE LAWS & REGULATIONS All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the services shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein. Further, from time to time the County may be eligible to obtain State of Federal grant funding for some of the services provided hereunder the requirements of the grants will be applicable to the services rendered.
- 11. **DISQUALIFICATION OF RESPONDENTS** Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:
  - a. Submission of more than one proposal for the same work from an individual, firm, agency, or corporation under the same or different name.
  - b. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
  - c. Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
  - d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
  - e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.
  - f. Default under previous contract.
  - g. Listing of the respondent by the Federal Government on its barred/suspended vendor list.

### 12. AWARD OF CONTRACT -

**Okaloosa County Review** - Okaloosa County appointed selection committee consisting of the constitutional officers, shall review all proposals and will participate in the recommendations to the Board of County Commissioners. The Board of County Commissioners shall make final determination on any award of Contract.

The contract shall be awarded to the responsible and responsive respondent(s) whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which

make it impossible to determine the true amount of the proposal.

**FINACIAL STABILITY-** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

- 13. PAYMENTS The respondent shall be paid upon submission of invoices and approval of acceptance by Okaloosa County Board of County Commissioners, Finance Office, 302 N. Wilson St., #203, Crestview, FL 32536, for the prices stipulated herein for services rendered. All invoices must show the Contract #. Invoices for fees or other compensation must be submitted in sufficient detail to demonstrate compliance with the terms of this procurement and resulting contract.
- 14. **DISCRIMINATION** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.
- 15. PUBLIC ENTITY CRIME INFORMATION Pursuant to Florida Statute 287.133, a respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- 16. CONFLICT OF INTEREST The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

17. **RECYCLED CONTENT INFORMATION** - In support of the Florida Waste Management Law, respondents are encouraged to supply with their proposal any information available regarding recycled material content in the products proposal. The County is particularly interested in the type of recycled material used (such as paper, plastic, glass, metal, etc.) and the percentage of recycled material contained in the product. The County also requests information regarding any known or potential material content in the product that may be extracted and recycled after the product has served its intended purpose.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

**18. REORGANIZATION OR BANKRUPTCY PROCEEDINGS** – Proposals will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

- 19. INVESTIGATION OF RESPONDENT The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.
- 20. CONE OF SILENCE The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence Clause) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal bids, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract. All communications shall be directed to the Purchasing Department.

Note: For respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

- 21. COMPLIANCE WITH FLORIDA STATUTE 119.0701 The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (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; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the respondent upon termination of the contract.
- 22. PROTECTION OF RESIDENT WORKERS The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verifications. The respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

23. SUSPENSION OR TERMINATION FOR CONVENIENCE - The County may, at any time, without cause, order Respondent in writing to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine, or to terminate all or a portion of the Contract for the County's convenience. Upon such termination, the Contract Price earned to the date of termination shall be paid to Respondent, but Respondent waives any claim for damages, including loss of profits arising out of or related to the early termination. Those Contract provisions which by their nature survive final acceptance shall remain in full force and effect. If the County orders a suspension, the Contract price and Contract time may be adjusted for increases in the cost and time caused by suspension, delay or interruption. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by reason for which Respondent is responsible; or that an equitable adjustment is made or denied under another provision of this Contract.

- **24. FAILURE OF PERFORMANCE/DELIVERY -** In case of default by the respondent, the County after due notice (oral or written) may procure the necessary supplies or services from other sources and hold the respondent responsible for difference in cost incurred. Continuous instances of default shall result in cancellation of the contract and removal of the respondent from the proposal list for duration of one (1) year, at the option of the County.
- **25. AUDIT** If requested, respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of respondent relating to its performance and its subcontracts under this contract from the date of the contract through three (3) years after the expiration of contract.
- **26. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION** Respondent will not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.
- 27. NON-COLLUSION Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other respondents. See Florida Statute 838.22.
- 28. UNAUTHORIZED ALIENS/PATRIOT'S ACT The knowing employment by respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the respondent is notified or becomes aware of such default, the respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.
- **FINACIAL STABILITY-** In the case of Federal and/or Florida State funded procurements, prior to awarding this contract, the top respondents will be required to submit to a soft credit pull for purposes of the County's Risk Assessment consideration; objections by any respondent will disqualify them from consideration. Bad credit indicating you are a high risk may impact your application. Responses will not be considered from respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

### 30. CERTIFICATE OF GOOD STANDING FOR STATE OF FLORIDA

Florida Statute 607.1501 requires that all vendors who wish to do business in the State of Florida be licensed to do business through the Department of State of Florida and be in good standing with the State of Florida. As such, to do business with Okaloosa County a vendor must provide a Certificate of Good Standing with their bid/proposal package to the County. For more information on doing business in the State of Florida, please refer to the Florida Department of State. The website to register is <a href="https://dos.myflorida.com/sunbiz">https://dos.myflorida.com/sunbiz</a>.

# 31. The following documents are to be submitted with the qualification packet. Failure to provide required forms may result in contractor disqualifications.

RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION CONFLICT OF INTEREST DISCLOSURE FORM

RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

RESPONSE DOCUMENT #4: CONE OF SILENCE FORM

RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS

RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT

RESPONSE DOCUMENT #7: COMPANY DATA

RESPONSE DOCUMENT #8: SYSTEM AWARD MANAGEMENT FORM

RESPONSE DOCUMENT #9: LIST OF REFERENCES

RESPONSE DOCUMENT #10: CERTIFICATION REGARDING LOBBYING

RESPONSE DOCUMENT #11: SWORN STATEMENT – PUBLIC ENTITY CRIMES RESPONSE DOCUMENT #12: GOVERNMENTAL DEBARMENT & SUSPENSION VENDORS ON SCRUTINIZED COMPANIES LIST

RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

RESPONSE DOCUMENT #15: CERTIFICATE OF GOOD STANDING FOR THE STATE OF

FLORIDA-PROVIDED BY CONTRACTOR – see above\*

### RESPONSE DOCUMENT #1: DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under quote 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 quote, 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, Florida Statutes, 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, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is 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 this statement, I certify that this firm complies fully with the above requirements.

| DATE:        | 2/23/2023                              | SIGNATURE:  |                           |
|--------------|--|-------------|---------------------------|
| COMPANYAra   | amark Sports and Entertainment Service | es, LLNAME: | Jerry O'Connor            |
| ADDRESS:     | 2400 Market Street                     |             | (TYPED OR PRINTED)        |
|              | Philadelphia, PA 19103                 |             |                           |
|              |  | TITLE:      | Vice President, Growth    |
| PXX.0.XIII # |  | 7.16.7      |                           |
| PHONE #:     | 267-784-0243                           | E-MAIL:     | oconnor-jerry@aramark.com |

### RESPONSE DOCUMENT #2: CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

| YES: _          | NO: <u>X</u>                                   |
|-----------------|--|
| N.              | AME(S) POTISTION(S)                            |
|                 |  |
|                 |  |
|                 |  |
|                 |  |
| FIRM NAME:      | Aramark Sports and Entertainment Services, LLC |
| BY (PRINTED):   | Jerry O'Connor                                 |
| BY (SIGNATURE): |  |
| TITLE:          | Vice President, Growth                         |
| ADDRESS:        | 2400 Market Street                             |
|                 | Philadelphia, PA 19103                         |
| PHONE NUMBER:   | 267-784-0243                                   |
| E-MAIL:         | oconnor-jerry@aramark.com                      |
| DATE:           | 2/23/2023                                      |

### **RESPONSE DOCUMENT #3: FEDERAL E-VERIFY COMPLIANCE CERTIFICATION**

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contact to likewise utilize the U.S. Department of Homeland Securities E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

| As the  | person | authorized to | sign | this | statement, | I | certify | that | this | company | complies/will | comply | fully | with | the | above |
|---------|--------|---------------|------|------|------------|---|---------|------|------|---------|---------------|--------|-------|------|-----|-------|
| require | ments. |               |      |      |            |   |         |      |      |         |               |        |       |      |     |       |

DATE: 2/23/2023 SIGNATURE:

COMPANY: Aramark Sports and Entertainment Services, LLC NAME:

ADDRESS: 2400 Market Street TITLE: Vice President, Growth

Philadelphia, PA 19103

E-MAIL: oconnor-jerry@aramark.com

PHONE #: 267-784-0243

### **RESPONSE DOCUMENT #4: CONE OF SILENCE FORM**

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

| I, Jerry O  | Connor   |         | > ×     |         | rep     | resenting A | ramark  | Sp   | orts and | Enterta | ainn | nent Se | rvices | s, LLC |
|-------------|----------|---------|---------|---------|---------|-------------|---------|------|----------|---------|------|---------|--------|--------|
|             | Sig      | natu    | ıre/    | _       |         | 2000        |         |      | Comp     | oany Na | ame  | ;       |        |        |
| on this     | 23rd     | <u></u> | _ day o | f       | ebruary | y 2023<br>  | 2022,   | I    | hereby   | agree   | to   | abide   | by     | the    |
| County's    | "Cone    | of      | Silence | Clause  | ' and   | understand  | l viola | tioı | n of th  | is poli | сy   | shall r | esult  | in     |
| disqualific | ation of | my      | proposa | l/submi | tal.    |             |         |      |          |         |      |         |        |        |

### **RESPONSE DOCUMENT #5: INDEMNIFICATION AND HOLD HARMLESS**

CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

| Aramark Sports and Entertainment Services, | LLC                           |
|--|-------------------------------|
| Proposer's Company Name                    | Authorized Signature – Manual |
| 2400 Market Street                         | Jerry O'Connor                |
| Physical Address                           | Authorized Signature – Typed  |
| Philadelphia, PA 19103                     | Vice President, Growth        |
| Mailing Address                            | Title                         |
| 215-238-3000                               |                               |
| Phone Number                               | FAX Number                    |
| 267-784-0243                               |                               |
| Cellular Number                            | After-Hours Number(s)         |
| 2/23/2023                                  |                               |
| Date                                       |                               |

## RESPONSE DOCUMENT #6: ADDENDUM ACKNOWLEDGEMENT RFP TDD 23-23

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

| ADDENDUM NO. | DATE      |
|--------------|-----------|
| 1            | 2/15/2023 |
|              |           |
|              |           |
|              |           |
|              |           |
|              |           |
|              |           |
| ·            | ·         |

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

### RESPONSE DOCUMENT #7: COMPANY DATA

| Respondent's Company Name:                      | Aramark Sports and Entertainment Services, LLC |
|---|--|
| Physical Address & Phone #:                     | 2400 Market Street                             |
|   | Philadelphia, PA 19103                         |
|   | 215-238-3000                                   |
|   |  |
|   |  |
| Contact Person (Typed-Printed):                 | Jerry O'Connor                                 |
| Phone #:  | 267-784-0243                                   |
| Cell #:   | 267-784-0243                                   |
| Federal ID or SS #:                             | 23-1664232                                     |
| DUNNS/SAM #:                                    | 7NPT9/KNF59NAMP243                             |
| Respondent's License #:                         |  |
| Additional License – Trade and Number           |  |
| Fax #:  |  |
| Emergency #'s After Hours, Weekends & Holidays: |  |
| DBE/Minority Number:                            |  |

### RESPONSE DOCUMENT #8: SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see <u>subpart 32.11</u>) for the same entity.

"Registered in the System for Award Management (SAM) database" means that.

- (1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see <u>subpart 4.14</u>) into the SAM database;
- (2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
  - (4) The Government has marked the record "Active".

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See <a href="www.sam.gov">www.sam.gov</a> for the designated entity for establishing unique entity identifiers.

- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.
- (c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at <a href="https://www.sam.gov">www.sam.gov</a> for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:
  - (1) Company legal business name.
  - (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - (3) Company Physical Street Address, City, State, and Zip Code.
  - (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
  - (5) Company telephone number.
  - (6) Date the company was started.
  - (7) Number of employees at your location.
  - (8) Chief executive officer/key manager.
  - (9) Line of business (industry).
  - (10) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
  - (f) Offerors may obtain information on registration at <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>.

Offerors SAM information:

Entity Name: Aramark Sports and Entertainment Services, LLC

Entity Address: 2400 Market Street, Philadelphia, PA 19103

Sam.gov Unique Entity Identifier: KNF5PNAMP243

CAGE Code: 7NPT9

### **RESPONSE DOCUMENT #9: LIST OF REFERENCES**

| Owner's Name and Address: Tampa C                 |  |
|---|--|
| 333 S. Franklin Street, Tampa, FL 33              | 602  |
| Contact Person: David Ingram                      | Telephone # ( <u>(813)</u> ) <u>274-8423</u> |
| $st_{Email_{\mathbb{Z}}}$ David.Ingram@thetampacc | com  |
| Owner's Name and Address: Pennsylv                | ania Convention Center                       |
| 1101 Arch St. Philadelphia, PA                    | 19107  |
| Contact Person: John McNichol                     | Telephone # <u>(215) 4</u> 1 <u>8-4700</u>   |
| *Email:jmcnichol@pacconvention.com                | 1  |
| Owner's Name and Address: Walter E.               | . Washington Convention Center               |
| 801 Mt Vernon Place NW, Washi                     | ington, DC, 20001                            |
| Contact Person: Samuel Thomas                     | Telephone # (202)249.3121                    |
| *Email: sthomas@eventsdc.com                      |  |
| Owner's Name and Address: Reno-Sp                 | arks Convention Center                       |
| 4590 S. Virginia St, Reno, NV 8950                | 2  |
| Contact Person: Charles Harris                    | Telephone # (775) _827.7660                  |
| *Email: charris@renotahoeusa.com                  |  |
| Owner's Name and Address: Shaw Ce                 | ntre   |
| 55 Colonel By Dr, Ottawa, ON                      | l K1N 9J2, Canada                            |
| Contract Person: Nina Kressler                    | Telephone # ( <u>613</u> ) <u>563-1983</u>   |
| * <sub>Email:</sub> nkressler@shawcentre.com      |  |

### RESPONSE DOCUMENT #10: LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

### APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than

\$100,000 for each such expenditure or failure.] The Contractor,\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

| Spire                        | Signature of Contractor's Authorized Official      |
|------------------------------|--|
| Jerry O'Connor, VP of Growth | Name and Title of Contractor's Authorized Official |
| 2/23/2023                    | Date   |

### RESPONSE DOCUMENT #11: SWORN STATEMENT UNDER SECTION 287.133 (3) (a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

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

| 1. This sworn statement is submitted for Aramark Sports and Entertainment Services, LL        | .C           |     |
|---|--------------|-----|
| 2. This sworn statement is submitted by Jerry O'Connor  | whose        |     |
| business address is: 2400 Market Street, Philadelphia, PA 19103                               | _ and        | (if |
| applicable) its Federal Employer Identification Number (FEIN) is (If entity has no FEIN,      |              |     |
| include the Social Security Number of the individual signing this sworn statement: 23-1664232 | ismon        |     |
| 3. My name is Jerry O'Connor and my relationship to the entity                                |              |     |
| named above is Vice President, Growth   | Separatory , |     |

- 4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 5. I understand that "convicted" or "conviction" as defined in Section 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without adjudication of guilt, in any federal or state trial court of record, relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
- 6. I understand that an "affiliate" as defined in Section 287.133(1) (a), Florida Statutes, means:
  - (1) A predecessor or successor of a person convicted of a public entity crime; or
- (2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 7. I understand that a "person" as defined in Section 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and

entity submitting this sworn statement. [Please indicate which statement applies.] Neither the entity submitting this sworn statement, nor one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, has been charged with and convicted of public entity crime subsequent to July 1, 1989. There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. [Please attach a copy of the Final Order.1 The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. [Please attach a copy of the Final Order.1 The person or affiliate has not been placed on the convicted vendor list. [Please describe any action taken by or pending with the Department of General Services.] Date: PERSONALLY APPEARED BEFORE ME, the undersigned authority, who after first being sworn by me, affixed his/her signature in the space provided above on this 23 day of February, in the year delta. My commission expires: 3/33/23 Commonwealth of Pennsylvania - Notary Seal CHRISTINE PENNOCK - Notary Public Print, Type, or Stamp of Notary Public Philadelphia County My Commission Expires Mar 23, 2023 Personally known to me, or Produced Identification: Commission Number 1251381

8. Based on information and belief, that statement which I have marked below is true in relation to the

Type of ID

agents who are active in management of an entity.

### **RESPONSE DOCUMENT #12: GOVERNMENT DEBARMENT & SUSPENSION**

### **Instructions**

- 1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
- 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- 3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in

addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R.

Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

# [READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING CERTIFICATION]

| 1. | The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency; |
|----|--|
| 2. | Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal  |
|    | ot Applicable to Aramark Sports and Entertainment Services, LLC nted Name and Title of Authorized Representative   |

Date

Signature

### **RESPONSE DOCUMENT #13: VENDORS ON SCRUTINIZED COMPANIES LISTS**

By executing this Certificate Aramark Sports and Entertainment Services, LLC , the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

| DATE:       | 2/23/2023                                    | SIGNATURE:                        |
|-------------|--|-----------------------------------|
| COMPANY: Ar | amark Sports and Entertainment Services, LLC | NAME: Jerry O'Connor              |
| ADDRESS:    | 2400 Market Street                           | (Typed or Printed)                |
|             | Philadelphia, PA 19103                       | TITLE: Vice President, Growth     |
| •           |  | E-MAIL: oconnor-jerry@aramark.com |
| PHONE NO ·  | 215-238-3000                                 |                                   |

### **GRANT FUNDED CLAUSES**

This Exhibit is hereby incorporated by reference into the main *Procurement*.

## FEDERAL PROVISION RELATED TO GRANT FUNDS THAT MAY BE USED TO FUND THE SERVICES AND GOODS UNDER THIS SOLICATION

This *solicitation* is fully Federally Grant funded. To the extent applicable, in accordance with Federal law, respondents shall comply with the clauses as enumerated below. *Proposer* shall adhere to all grant conditions as set forth in the requirements of grant. Including, but not limited to, those set forth below, as well as those listed below, which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this *Solicitation* as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this *Solicitation*. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the County as unresponsive. The provisions in this exhibit are supplemental and in addition to all other provisions within the procurement. In the event of any conflict between the terms and conditions of this Exhibit and the terms and conditions of the remainder of the procurement, the conflicting terms and conditions of this Exhibit and the terms and conditions of any federal grant funding document provided specific to the funds being used to contract services or goods under this *Procurement* the conflicting terms and conditions of that document shall prevail.

<u>Drug Free Workplace Requirements (Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), 2 CFR § 182)</u>: Applicability: As required in the Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). Requirement: to the extent applicable, *proposer* must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

Conflict of Interest (2 CFR § 200.112): Applicability: Any federal grant funded Contract or Contract that may receive federal grant funds. Requirement: The *proposer* must disclose in writing any potential conflict of interest to the County or pass-through entity in accordance with applicable Federal policy. Further, the County is required to maintain conflict of interest policies as it relates to procured contracts. In accordance with the Okaloosa County Purchasing Manual section 41.05(8), a conflict of interest exists when and of the following occur: i. Because of other activities, relationships, or contracts, a *proposer* is unable, or potentially unable, to render impartial assistance or advice; ii. A *proposer*'s objectivity in performing the contract work is or might be otherwise impaired; or iii. The *proposer* has an unfair competitive advantage.

<u>Mandatory Disclosures (31 U.S.C. §§ 3799 – 3733)</u>: Applicability: All Contracts using federal grants funds, or which may use federal grant funds. Requirement: *proposer* acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the *proposer*'s actions pertaining to this *solicitation*. The contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

<u>Utilization of Minority and Women Firms (M/WBE) (2 CFR § 200.321):</u> Applicability: All federally grant funded Contracts or Contracts which may use federal grant funds. Requirement: The *proposer* must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus

area firms are used when possible, in accordance with 2CFR 200.321. If subcontracts are to be let, prime *proposer* will require compliance by all sub-contractors. Prior to contract award, the *proposer* shall document efforts to utilize M/WBE firms including what firms were solicited as suppliers and/or subcontractors as applicable and submit this information with their bid submittal. Information regarding certified M/WBE firms can be obtained from:

Florida Department of Management Services (Office of Supplier Diversity)
Florida Department of Transportation
Minority Business Development Center in most large cities and
Local Government M/DBE programs in many large counties and cities

Equal Employment Opportunity (As per 2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR § 61-4.3; Executive Order 11246 as amended by Executive Order 11375): Applicability: except as otherwise provided under 41 CFR Part 60, applies to all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3. Requirement: During the performance of this Contract, the proposer agrees as follows: (1) The Proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The *Proposer* will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The *Proposer* will, in all solicitations or advertisements for employees placed by or on behalf of the *Proposer*, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin; (3) The *Proposer* will send to each labor union or representative of workers with which it has a collective bargaining Contract or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Proposer's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (4) The *Proposer* will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (5) The *Proposer* will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (6) In the event of the Proposer's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Proposer may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.; (7) Proposer will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The *Proposer* will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a *Proposer* becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the *Proposer* may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148, as supplemented by 29 CFR Part 5): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *solicitation*, the *proposer* agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). *Proposer* are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

Copeland Anti Kick Back Act (40 U.S.C. § 3145 as supplemented by 29 CFR Part 3): Applicability: When required by Federal Program legislation, grant funding, and all prime construction contracts in excess of \$2,000 awarded by non-Federal entities, including Okaloosa County. Requirement: If applicable to this *Solicitation*, proposer shall comply with all the requirements of 18 U.S.C. § 874, 40 U.S.C. § 3145, 29 CFR Part 3 which are incorporated by reference to this *solicitation*. Proposer are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708 as supplemented by 29 CFR Part 5): Applicability: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers. Requirement: All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance 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, each contractor is required to compute the wages of every mechanic and laborer on the basis of 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 work week. 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 under working conditions, which are unsanitary, hazardous or dangerous. 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.

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387, as amended): Applicability: Contracts and subgrants of amounts in excess of \$150,000.00. Requirement: *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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**Debarment and Suspension (2 CFR part 180, Executive Orders 12549 and 12689):** Applicability: All contracts with federal grant funding or possibility of federal grant funds being used. Requirement: *proposer* certifies that it and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. *Proposer* now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The *proposer* agrees to accomplish this verification by: (1) Checking the System for Award Management at website: http://www.sam.gov; (2) Collecting a certification statement similar to the Certification of Offeror/Bidder Regarding Debarment, herein; (3) Inserting a clause or condition in the covered transaction with the lower tier contract.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Applicability: Applicable to any individual/entity that

applies or bids/procures an award in excess of \$100,000. Requirement: *proposer* must file the required certification, attached to the procurement. Each tier certifies 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. The contractor shall certify compliance.

**Rights to Inventions Made Under a Contract or Agreement (37 CFR Part 401):** Applicability: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 additional Standard patent rights clauses in accordance with 37 CFR § 401.14 shall apply. Requirement: Please contact the County for further information related to the applicable standard patent rights clauses.

Procurement of Recovered Materials (2 CRF 200.323 and 40 CFR Part 247): Applicability: All contractors of Okaloosa County when federal funds may be or are being used under the Contract. Requirement: proposer must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Access to Records and Reports: Applicability: All Contracts that received or may receive federal grant funding. Requirement: *Proposer* will make available to the County's granting agency, the granting agency's Office of Inspector General, the Government Accountability Office, the Comptroller General of the United States, Okaloosa County, Okaloosa County Clerk of Court's Inspector General, or any of their duly authorized representatives any books, documents, papers or other records, including electronic records, of the contractor that are pertinent to the County's grant award, in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents. The right also includes timely and reasonable access to the contractor's personnel during normal business hours for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are retained.

**Record Retention (2 CFR § 200.33):** Applicability: All Contracts that received or may receive federal grant funding. Requirement: *proposer* will retain of all required records pertinent to this contract for a period of three years, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333.

<u>Federal Changes:</u> *Proposer* shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of *any awarded contract*.

Termination for Default (Breach or Cause): Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: If Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the County may terminate the contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services

performed in accordance with the manner of performance set forth in the contract.

**Termination for Convenience:** Applicability: All Contracts that may receive federal funds or that are federally funded above the micro-purchase amount. Requirement: *Any Awarded Contract* may be terminated by Okaloosa County in whole or in part at any time, upon ten (10) days written notice. If the Contract is terminated before performance is completed, the *Contractor* shall be paid only for that work satisfactorily performed for which costs can be substantiated.

<u>Safeguarding Personal Identifiable Information (2 CFR § 200.82):</u> Applicability: All Contracts receiving, or which may receive federal grant funding. Requirement: *proposer* will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, state and/or local laws regarding privacy and obligations of confidentiality.

<u>Prohibition On Utilization Of Cost Plus A Percentage Of Cost Contracts (2 CFR Part 200)</u>: Applicability: All Contracts receiving or which may receive federal grant funding. Requirement: The County will not award contracts containing Federal funding on a cost-plus percentage of cost basis.

Energy Policy and Conservation Act (43 U.S.C. § 6201 and 2 CFR Part 200 Appendix II (H): Applicability: For any contracts except micro-purchases (\$3000 or less, except for construction contracts over \$2000). Requirement: *proposer* shall comply with mandatory standards and policies relating to energy efficiency, stating in the state energy conservation plan issued in compliance with the Energy Policy and Conservation act. (Pub. L. 94-163, 89 Stat. 871) [53 FR 8078, 8087, Mar. 11, 1988, as amended at 60 FR 19639, 19645, Apr. 19, 1995].

<u>Trafficking Victims Protection Act (2 CFR Part 175)</u>: Applicability: All federally grant funded contracts or contracts which may become federally grant funded. Requirement: *Proposer* will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits *Proposer* from (1) engaging in severe forms of trafficking in persons during the period of time that *resulting contract* lis in effect; (2) procuring a commercial sex act during the period of time that *resulting contract* is in effect; or (3) using forced labor in the performance of the contracted services under a *resulting contract*. A *resulting contract* may be unilaterally terminated immediately by County for *Proposer*'s violating this provision, without penalty.

**Domestic Preference For Procurements (2 CFR § 200.322)**: Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: As appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in *a resulting contract*, shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States.

Buy America (Build America, Buy America Act (Public Law 117-58, 29 U.S.C. § 50101. Executive Order 14005): Applicability: Applies to purchases of iron, steel, manufactured products and construction materials permanently incorporated into infrastructure projects, where federal grant funding agency requires it or if the grant funds which may come from any federal agency, but most commonly: the U.S. Environmental Protection Agency (EPA), the U.S. Federal Transit Administration (FTA), the US Federal Highway Administration (FHWA), the U.S. Federal Railroad Administration (FRA), Amtrack and the U.S. Federal Aviation Administration (FAA). Requirement: All iron, steel, manufactured products and construction materials used under a federally grant funded project must be produced in the United States. Additional requirements may apply depending on the Federal Granting Agency provisions, please check with Okaloosa County for further details. Proposers shall be required to submit a completed Buy America Certificate with this procurement, an incomplete certificate may deem the proposer's submittal non-responsive.

Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment (2 CFR § 200.216): Applicability: All Contracts using federal grant funds or which may use federal grant funds. Requirement: Proposer and any subcontractors are prohibited to obligate or spend grant funds to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain; or (3) enter into a contract to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government FACILITY, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections (41 U.S.C. § 4712): Applicability: National Defense Authorization Act of 2013 extending whistleblower protections to *Proposer* employees may apply to the Federal grant award dollars involved with *a resulting contract*. Requirement: See 42 U.S. Code § 4712 for further requirements. Requirement: An employee of *Proposer* and/or its subcontractors may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in 42 U.S.C. § 4712(a)(2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

Federal Funding Accountability and Transparency Act (FFATA) (2 CFR § 200.300; 2 CFR Part 170): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: In accordance with FFATA, the *Proposer* shall, upon request, provide Okaloosa County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS) (The Duncan Hunter National Defense Authorization Act of 2009 (Public Law 110-417 and 2 CFR Part 200 Appendix XII)): Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *Proposer* shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of this contract, by posting the required information in the System for Award Management via <a href="https://www.sam.gov">https://www.sam.gov</a>.

Never Contract With The Enemy (2 CFR Part 183): Applicability: only to grant and cooperative agreements in excess of \$50,000 performed outside of the United States, Including U.S. territories and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. Requirement: *proposer* must exercise due diligence to ensure that none of the funds, including supplies and

services, received are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subcontract.

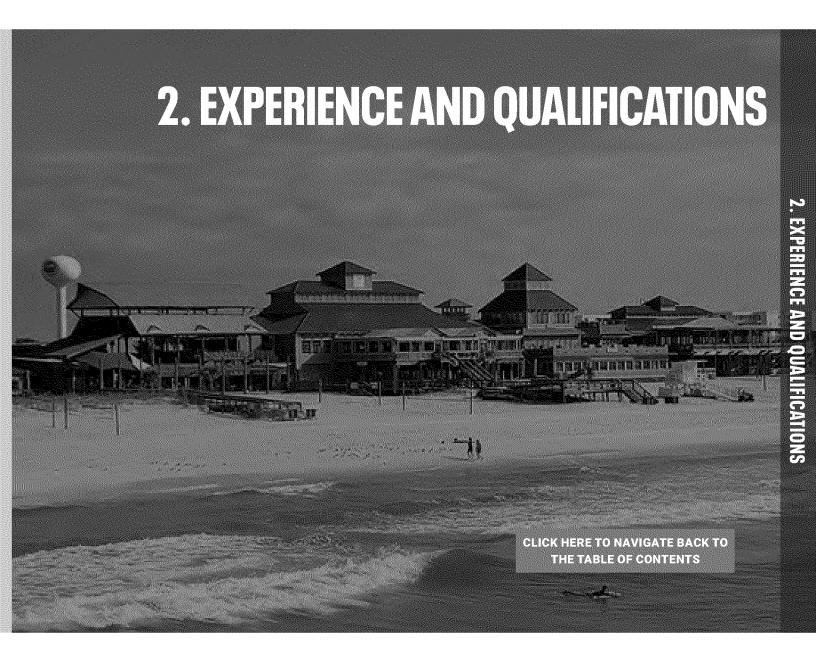
**Federal Agency Seals, Logos and Flags:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The *proposer* shall not use any Federal Agency seal(s), logos, crests, or reproductions of flags or likenesses of any federal agency officials without specific federal agency pre-approval.

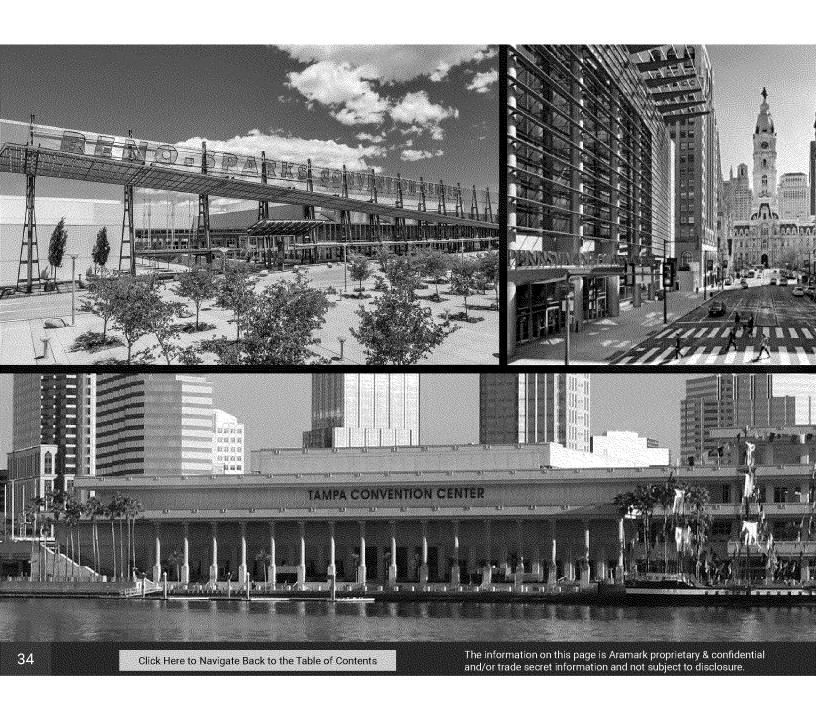
**No Obligation by Federal Government:** Applicability: All Contracts that may receive federal grant funding or are funded with federal grant funding. Requirement: The Federal Government is not a party to this contract and is not subject to\_any obligations or liabilities to the non-Federal entity, contractor, or any other\_party pertaining to any matter resulting from *a resulting contract*.

### RESPONSE DOCUMENT #14: GRANT FUNDED CLAUSES

| is fully able to co | Vice President, Growth and Entertainment Services, LLC the proportional with these requirements, federation of the law and requirements as | eral terms and cond | itions and has i |              |  |
|---------------------|--|---------------------|------------------|--------------|--|
| Tartifor Catalinia  | tion of the law and requirements as  | is necessary to con | pry .            |              |  |
| DATE:               | 2/23/2023  | SIGNATURE:          |                  |              |  |
| COMPANY:            | Aramark Sports and Entertainment Services, LI  | LC NAME:            |                  | rry O'Connor |  |
| ADDRESS:            | 2400 Market Street   | TITLE:              | Vice Preside     | ent, Growth  |  |
|                     | Philadelphia, PA 19103   |                     |                  |              |  |
|                     |  |                     |                  |              |  |
| E-MAIL:             | oconnor-jerry@aramark.com  |                     |                  |              |  |
| PHONE NO.:          | 267-784-0243   |                     |                  |              |  |







## **HISTORY AND BACKGROUND**

#### ABOUT ARAMARK

The roots of our company date back to the 1930s, when Davre Davidson began selling peanuts out of his old Dodge in Los Angeles. This laid the foundation for what would eventually become the standard in service excellence.

Since then, we have diversified our services, expanded into new industries, and built a global brand that stands for innovation and excellence. For a complete timeline of our company history, please visit www.aramark.com/about-us/history, which describes the transformation of our organization and our leadership over the years.

We provide award-winning services to cultural attractions, stadiums and arenas, venues, convention centers, healthcare institutions, universities and school districts, and businesses in 19 countries around the world. As a leader in a large, growing market, Aramark proudly serves our blue-chip client base through high-quality service and innovation to meet their evolving needs.

Aramark has consistently been recognized for many awards, including the World's Most Admired Companies by FORTUNE and the Best Places to Work for LGBTQ Equality, among others.

### COMPANY INFORMATION

Headquartered in Philadelphia, Aramark proudly provides services in nearly every industry, including:

Convention centers

Cultural attractions

Conference centers

Sports and entertainment

venues

Parks and resorts

Business and industry

Colleges and universities

School districts

Correctional institutions

Healthcare

Senior living

### **OUR MISSION**

Because we're rooted in service, we do great things for our people, our partners, our communities, and our planet.

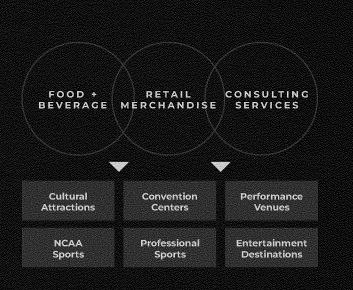
### **OUR VISION**

We do everything with integrity. We deliver on our commitments. We respect diversity and appreciate differences. We're passionate about everything we do.

# about ARAMARK SPORTS + ENTERTAINMENT

### INDUSTRY-LEADING PERSPECTIVE

Our unrivaled portfolio gives us tremendous insight into consumer behavior in your venue and beyond. It's this holistic perspective that gives us a leg up on competitors who miss the big picture—and bigger opportunities. From everyday concessions and retail merchandise to ultra-premium environments and luxury shopping, we set the standard in curated guest experiences.



#### TOTAL CONNECTIVITY

Our partners come first. Period. We take a consultative approach to connecting with your needs and your customers. When we're given a seat at the table, we make it count.

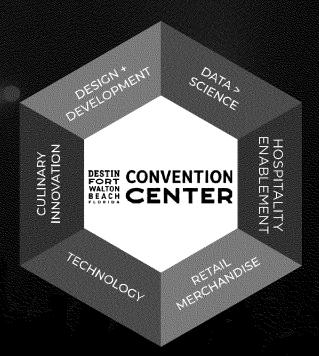
### RELENTLESS INGENUITY

It's not enough just to push the envelope. Innovation must mean something to you, your guests, and your business. Our quest for creativity focuses on technology and concept design that truly captivates, enabling us to develop customized experiences that deliver as much "wow" as ROI.

### DATA THAT DELIVERS

Our sophisticated tools, models, and technologies fuel our ability to understand your guests and your business better than anyone, unlocking new ways to engage and excite guests while optimizing operations and driving returns to you.

### HOW WE BRING THE VISION TO LIFE



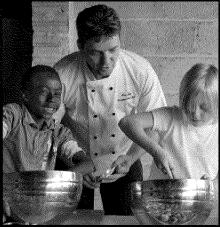
# MARK YOUR MOMENT

# **® COMMITMENT TO CONVENTION CENTERS**

For decades, Aramark has proudly partnered with premier convention centers throughout North America. We have continued to invest in resources and programs that drive the guest experience in convention centers, resulting in long-standing partnerships, major new wins, and award-winning concepts and teams throughout our portfolio. Our commitment is evidenced by recent contract extensions and long-term commitments from major convention centers like Anaheim Convention Center, Phoenix Convention Center, Tampa Convention Center, and NRG Park. Our team was also awarded a new partnership with Walter E. Washington Convention Center, which we successfully transitioned to host our first event in just 40 days.

Our success can be attributed to a number of factors; however, we believe it is our commitment to **creating customized experiences** that put our clients and their culture FIRST that helps us remain focused on helping them achieve the objectives that matter most. From unique programs that celebrate local cuisine and culture, to corporate resources in research and development, to best practices in design and technology, **our organization is "all-in" as we continue to grow our capabilities in the convention center space.** What does this organizational commitment mean to you? It means that our team on the ground is equipped with endless knowledge and concepts we can execute in ways that are meaningful to your clients and to the city.







## **CONVENTION CENTER LEADERSHIP**



400 CONVENTION CENTER
EXPERTS



CONVENTION & CONFERENCE CENTERS





= EXHIBITOR ==

### **BEST CONVENTION CENTER**

<1000 SQUARE FEET GREATER TACOMA C.C. IM+SQUARE FEET ANAHEIM C.C.

### **BEST CUSTOMER SERVICE**

OVERLAND PARK C.C.



### **Q** GOLD STELLA AWARD

### **BEST CONVENTION CENTER**

- IN THE NORTHEAST - WALTER E. WASHINGTON C.C.



2021 WORLD'S BEST CONVENTION CENTRE SHAW CENTRE

15<sub>0F</sub>17

COMMANION GENERAL

WITH OVE

15 YEARS OFTENURE

**EXTENSIVE INVOLVEMENT IN** 





75%
OF CONTRIBENCE CENTERS

## **CONVENTION CENTER EXPERIENCE**

### partnership maters

The client whose story that matters most to you is simple—yours. But our roster of premier client relationships are evidence that our strength comes from our belief that you're so much more than an account. We are proud to say that the list of clients we have included here tells a much deeper story than our tenure and services.

We have built new buildings, renovated old ones, transitioned through personnel and ownership changes, rejoiced in local prosperity, weathered natural disasters, and so much more. Regardless of the varied scenarios, one thing is certain: partnership matters to us.













NAVY PIER



















## **CONVENTION CENTER CLIENTS**

In convention and exposition centers throughout North America, Aramark proudly serves a wide range of clients and guests, creating unique experiences wherever we serve. We have been especially successful in retail food concepts, leveraging millions of transactions from our partnerships in all types of venues. Our exceptional team of culinary, branding, and operational experts scale best practices and customized solutions throughout all of the spaces we serve.

# **CONVENTION CENTER REFERENCES**

Each one of our properties has its own unique identity, so we don't believe in cookie-cutter solutions. One thing they have in common is that we always put their brand and mission first. We also know the needs of mid-size and multi-venue complexes like yours have very distinct needs—that's because we operate in a number of them!



#### TAMPA CONVENTION CENTER

With 250 days of sunshine and a prime waterfront location, the Tampa Convention Center has a distinct vibe that demands distinct F&B experiences. Aramark has partnered with TCC for 35 years, including multiple contract renewals. We've continued to deliver innovative programming like local parters and a fun outdoor bar / container kitchen experience.

Client: David Ingram

Executive Manager, Tampa CC

Phone: 813.274.8511

E-mail: David.Ingram@thetampacc.com



#### **RENO-SPARKES CONVENTION CENTER**

Reno-Sparks Convention Center and Venues is Aramark's newest client in the convention center industry, with a collection of unique venues that include a traditional convention facility, as well as expo center, arena, and even a bowling stadium! It's an important cog in a growth engine that's reviving the region's economic prosperity and place as an event destination.

Client: Charles Harris, CDME, CTA

President & CEO

Office Phone: 775.827.7660 Cell Phone: 775.232.2113

E-mail: charris@renotahoeusa.com



#### PENNSYLVANIA CONVENTION CENTER

The Pennsylvania Convention Center is a long-standing partner and consistently ranks among the industry's top convention destinations. With a recent extension to our partnership, Aramark is proud of the authentic experiences and high-quality catered events we've created there, including a new transformation of retail foods currently underway.

Client: John McNichol President & CEO

> Pennsylvania CC Authority Phone: 215.418.4700

email: jmcnichol@paconvention.com



#### WALTER E. WASHINGTON CONVENTION CENTER

As one of the largest convention centers in the country WEWCC caters to high-profile, international audiences nearly every day. We have been partners since 2004 providing facility services, and we took over food and beverage in 2017 with an ambitious plan to transform public foods. The project has been a HUGE success, winning awards for concepts and presenting a revolutionary experience to attract clients to our rebounding "big event" industry.

Client: Samuel R. Thomas, Jr. Executive VP, and COO Walter E. Washington CC Phone: 202.249.3000

E-mail: sthomas@eventsdc.com



#### SHAW CENTRE

Named the AIPC's Apex Award winner for the World's Best Convention Center, Ottawa's Shaw Centre has been a trusted partner with Aramark since the venue opened its doors in 2010. In addition to catered events and tradeshow food and beverage, Aramark oversees all facility operations from meeting set-up and custodial services to engineering and procurement services. It's an impressive operation and important economic engine for the entire Ottawa region.

Client: Nina Kressler

President and CEO

Présidente et Chef de la direction

Phone: 613-688-8225

E-mail: nkressler@shaw-centre.com

# CONVENTION CENTER CLIENT LIST

Retail Foods Catering
Facility Services



#### **ALLEN COUNTY WAR MEMORIAL COLISEUM**

Fort Wayne, IN

Partners Since: 1999



NUMBER OF MEETING ROOMS: 17 EXHIBIT HALL SQ. FOOTAGE: 225.000



### **ANAHEIM CONVENTION CENTER**

Anaheim, CA

Partners Since: 1967



NUMBER OF MEETING ROOMS: 43 EXHIBIT HALL SQ. FOOTAGE: 1.2 MILLION



#### **DONALD E. STEPHENS CONVENTION CENTER**

Rosemont, IL

Partners Since: 2013



NUMBER OF MEETING ROOMS: 40 EXHIBIT HALL SQ. FOOTAGE: 840,000



#### **GREATER RICHMOND CONVENTION CENTER**

Richmond, VA

Partners Since: 2001



NUMBER OF MEETING ROOMS: 35 EXHIBIT HALL SQ. FOOTAGE: 178,159



### **GREATER TACOMA CONVENTION & TRADE CENTER**

Richmond, VA

Partners Since: 2001



EXHIBIT HALL SQ. FOOTAGE: 51,000





### KANSAS CITY CONVENTION & ENTERTAINMENT CENTER

Kansas City, MO

Partners Since: 2003





### MCCORMICK PLACE

Chicago, IL

Partners Since: 2002





### **NAVY PIER**

Chicago, IL

Partners Since: 2002



### nrg 🌣 center

#### **NRG CENTER**

Houston, TX

Partners Since: 2001



EXHIBIT HALL SQ. FOOTAGE: 1.4 MILLION



#### **OVERLAND PARK CONVENTION CENTER**

Overland Park, KS

Partners Since: 2003



NUMBER OF MEETING ROOMS: 7 EXHIBIT HALL SQ. FOOTAGE: 60,000

# CONVENTION CENTER CLIENT LIST

Retail Foods

Catering

Facility Services



#### **PENNSYLVANIA CONVENTION CENTER**

Philadelphia, PA

Partners Since: 1992



NUMBER OF MEETING ROOMS: 69 EXHIBIT HALL SQ. FOOTAGE: MORE THAN 1 MILLION



### **PHOENIX CONVENTION CENTER**

Phoenix, AZ

Partners Since: 1971



NUMBER OF MEETING ROOMS: 106 EXHIBIT HALL SQ. FOOTAGE: 503,000



#### **RENO-SPARKS CONVENTION CENTER**

Reno, Nevada

Partners Since: 2022



NUMBER OF MEETING ROOMS: 54 EXHIBIT HALL SQ FOOTAGE: 382,303



### **GREATER RICHMOND CONVENTION CENTER**

Richmond, VA

Partners Since: 2001



NUMBER OF MEETING ROOMS: 35 EXHIBIT HALL SQ. FOOTAGE: 178,159



#### **SEATTLE CONVENTION CENTER**

Seattle, WA

Partners Since: 1988



NUMBER OF MEETING ROOMS: 57 EXHIBIT HALL SQ. FOOTAGE: 205,700



Shaw) Centre

**SHAW CENTRE** 

Ottawa, ON

Partners Since: 2010



NUMBER OF MEETING ROOMS: 28 EXHIBIT HALL SQ. FOOTAGE: 56,000



TAMPA CONVENTION CENTER

Tampa, FL

Partners Since: 1988



NUMBER OF MEETING ROOMS: 36 EXHIBIT HALL SQ. FOOTAGE: 200,000



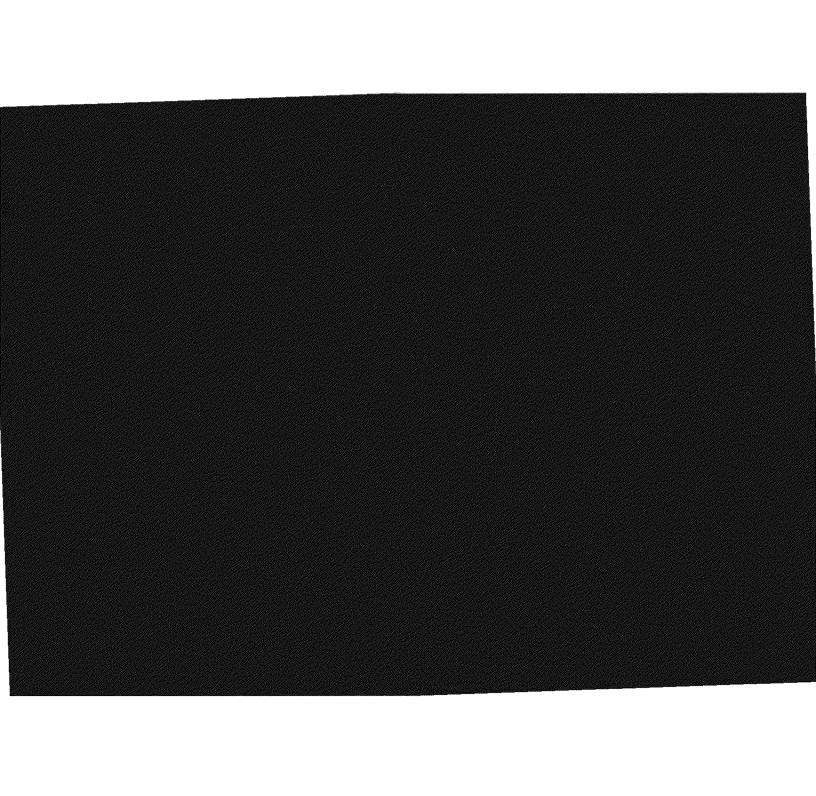
**WALTER E. WASHINGTON CONVENTION CENTER** 

Washington, DC

Partners Since: 2004



NUMBER OF MEETING ROOMS: 77 EXHIBIT HALL SQ. FOOTAGE: 2,300,000





# STRENGTH IN OUR PEOPLE

Every aspect of our proposal is meant to grow your business, but nothing brings it to life quite like our people. Organizations always claim to have the best people, but only Aramark can provide the tangible—as well as intangible—reasons behind why we bring the best possible team to this game-changing destination.

### PHILOSOPHY-ALIGNED, AUTHENTIC, INNOVATIVE.

From a commitment to innovation to supporting the local community, we are aligned with your vision for the short- and long-term future. We ensure our team understands this philosophy at every level to enhance culture and maximize growth.

### LEADERSHIP-EXPERIENCED, PASSIONATE, COMMITTED.

Our team is deeply invested and highly qualified at every level. Managers are thoughtfully chosen for your venue because they not only bring the right set of skills, they're also right for your culture.

### MANAGEMENT STRATEGY—ROBUST, CONSIDERATE, PROVEN.

Each venue is different, so it demands distinct management. We have created a structure that allows for total support, while positioning the overall business for efficiency and growth.

# CORPORATE SUPPORT STRUCTURE OVERVIEW

### **ON-SITE LEADERSHIP**

The DFWBCC's dedicated Aramark leadership team led by General Manager Ginger Holder will focus on executing daily operations while capitalizing on revenue-generating opportunities as we deliver on site every day.



### DISTRICT SUPPORT

A distinct Aramark advantage is our presence in the surrounding Florida area and throughtout the Southeast, as well as the support that it provides during large events and capital projects.



### **EAST REGIONAL SUPPORT**

This support incorporates the dedicated functions that will provide continual support to our on-site staff throughout the term of the contract including finance, HR, culinary, and ongoing operations.



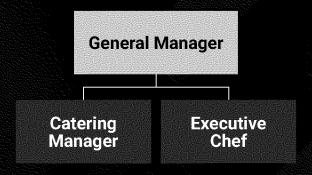
### **CORPORATE SUPPORT**

We leverage the knowledge and experience of experts across our portfolio as well as enterprisewide resources at our disposal to ensure success, particularly the expertise of our robust convention center resources.



# ORGANIZATIONAL CHART

The following reflects our full-time management team at the DFWBCC. In addition, we employ many hourly supervisors and associates who regularly serve our events. Many are members of the local community, familiar faces who know the venue and help us bring the local vibe of the region to life at our events.



# GINGER HOLDER General Manager | DFWBCC

Ginger recently joined the DFWBCC team as Aramark's former Director of Operations at the University of South Carolina. She has over 35 years of experience in the Hospitality and Food Service industry and is committed to a work ethic of "everyday excellence". Ginger's motto for her team is "we will make it happen because failure is not an option". She believes they, as a team, put these words into action – every day, for every event.



"Working at the convention center this past year has been a lot of fun. My team and I love having the opportunity to turn our client's vision into an experience they won't soon forget. I appreciate the relationships we've grown with the convention center staff and find the working dynamic creates an environment that makes coming to work a pleasure."

- Ginger

# JOE SINOPOLI Executive Chef | DFWBCC

Joe is a native of Massachusetts but began his career as an apprentice for a Swiss chef in Oregon. Embracing his passion for cooking, Joe traveled all over the nation perfecting his craft in various venues – sports bars, restaurants, arenas, stadiums, private catering, and fine dining. Joe is new to Fort Walton Beach but has been with Aramark for 7 years, and brings over 30 years of experience to DFWBCC. He loves being able to show his creative side in every dish he prepares and embraces dining concepts that are new and different – often using cutting edge techniques and ingredients that elevate the quality, appearance, and taste of his food.



"I really enjoy working at the convention center and having the freedom to create 'out of the box' custom menus for clients and their guests. It's a pleasure to work in an environment that allows and appreciates innovative styles and techniques".

- Joe

# HEATHER MERRITT Catering Manager | DFWBCC

Heather brings a wealth of experience and knowledge in hospitality, with over 10 years working in the industry. She is a native to the Northwest Florida area, born and raised in Pensacola, Florida. She is proud to call this beautiful coast her home and is passionate about creating memorable experiences for her guests that showcase all that our area has to offer.

Heather holds a Bachelor of Science Degree in Hospitality & Tourism Management from the Dedman College of Hospitality at Florida State University. Heather is eager to utilize her problemsolving and excellent communication skills, as well as her passion for excellent customer service to provide the best possible experience for each guest that she works with at DFWBCC.



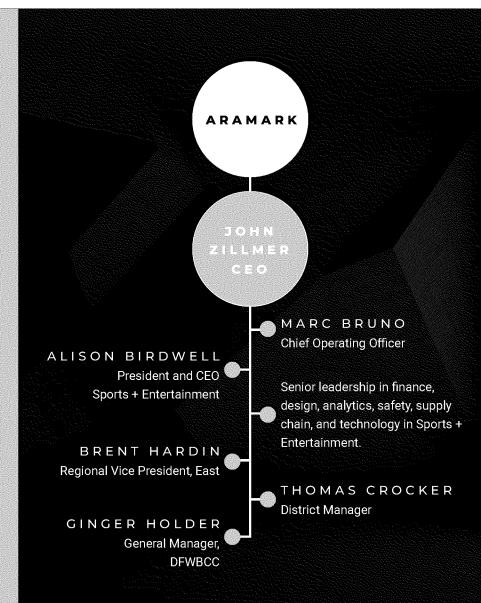
I love to be the person behind the scenes, responsible for bringing the client expectations to life."

- Heather

# TOP-TO-TOP CONNECTION

Investment from senior leadership is core to our partnerships, and DFWBCC will continue to have the benefit of our team's direct access to Aramark's senior leadership. Unlike our competitors, it's connectivity with company leadership without unnecessary layers of bureaucracy.

This is especially important as we enter a new era of our partnership, as it allows us to hit the ground running with new initiatives, instead of wasting time on unnecessary ramp-up. Our structure enables us to harness the global resources Aramark has to offer and to make decisions faster than our competition.

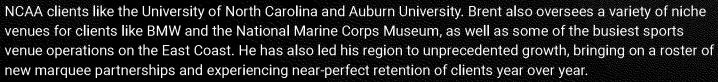


### **BRENT HARDIN**

### Regional Vice President | Final Authority for DFWBCC

East Region Vice President, Brent Hardin, is a 20-year veteran of the food service industry. His progressive approach to complex operations continues to drive success in Aramark's sports and entertainment venues located from Massachusetts to Florida and markets in between. He will continue to take an active role in senior leadership of our partnership with you, especially during critical transition, build-out, and ongoing strategic planning for the DFWBCC food and beverage experience.

His strategic oversight of partnerships ranges from convention centers ranging in size from the boutique vibe of DFWBCC to the massive Walter E. Washington Convention Center, to iconic venues and organizations like Fenway Park and Guinness Brewery to top tier



After joining Aramark in 2004 as a general manager for the business dining division in Louisville, Kentucky, Brent has held multiple operations and training roles throughout the company, entrenching him throughout the organization and providing diverse industry exposure such as manufacturing, government, professional, and service environments.



## **THOMAS CROCKER**

### **District Manager**

As District Manager for Florida and the Southeast, Thomas has extensive experience in multi-unit operations, business development, sales, marketing, leadership development and financial management along with a hands-on operating approach.

In his role as District Manager, he leads the strategy and operations for various accounts in the East, including DFWBCC and Tampa Convention Center, multiple cultural attractions, and premier NCAA accounts. He is an expert in high profile multi-million-dollar renovations from the design and development phase through construction and venue launch, focused on budget, and maximizing positive impact on the guest experience.

positive impact on the guest experience.

His leadership and commitment to training, culture and people sets him apart from other business hospitality professionals. Thomas's background gives him unique expertise in business hospitality management and logistics, process improvement and staff engagement and development—all vital areas to delivering strong financial results and exceptional service standards.





# **OUR GUIDING PRINCIPLES**

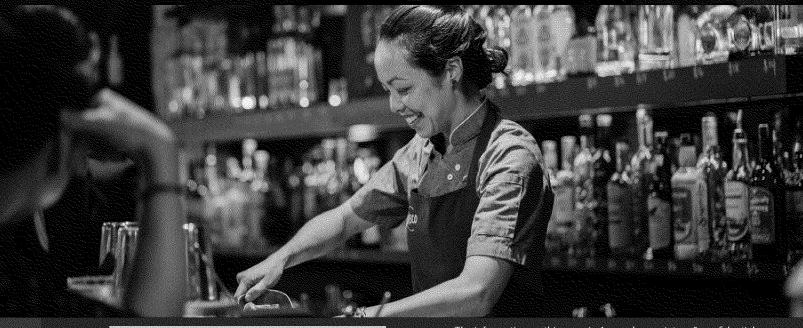
The experience we deliver at DFWBCC is rooted in our commitment to a higher standard of service.

**Modern cuisine.** Our talented chefs are passionate about authentic, fresh, cuisine, running the gamut of local flavors, global traditions, and the latest in trend-setting techniques and ingredients.

Artful design. We pride ourselves on ensuring every detail is considered, presenting beautiful dishes in engaging environments every day.

**Sustainable, responsible sourcing.** How we source ingredients is as important as the menus themselves, and we are steadfast in our commitment to sustainable sourcing across our operation.

**Distinct guest service.** Our people embrace our service mantra at every level, delivering service at every interaction in the venue, throughout the client sales process, and during and after every event.



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# A. STAFFING PLAN

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## **ONE TEAM**

### one mission

Your experiences aren't made or broken simply on the number of staff on site. It's how this staff interacts with our guests, creating memorable encounters regardless of the event or the audience.

Every company has standards and guidelines they apply to staffing a location, but Aramark is different because of our strategic approach. We consider more than people in positions and carefully contemplate how each person impacts each area of the operation, and how they align with the design recommendations and offerings we present.

Our approach to staffing ensures our people are more than just a mass of workers—they're ambassadors of the experience who bring your brand to life.

As we build out our food and beverage team, we'll carefully select individuals we believe will embody the collaborative, mission-driven spirit of your venue. The result will be a seamless guest service experience that pervades the entire venue, creating indelible connections with everyone who visits, regardless of the occasion.

# **SERVICE RATIOS**

# 1.-3. TABLE SERVICE

(all meals)

Supervisor 1:500 Captain 1:250

**Server 1:20** 

\* A labor charge will be assessed for service that requires tables of less than 10 and/or butlerpassed receptions.

## 4.-6. BUFFETS

(all meals)

One double-sided buffet per 200 guests

Supervisor 1:500

Captain 1:250

Server 1: 40 - 50 Attendant 1: 50 ratios may vary based on menu mix and holding temperatures.

\* Server and attendant

# 7. RECEPTION

(served)

Supervisor 1:500

Captain 1 : 250 Server 1 : 40

Attendant 1 : 50

\* Server and attendant ratios may vary based on menu mix and holding temperatures.

## 8. HOSTED BARS

Bartender 1: 100 Bar Runner 1: 300 \* A labor charge will be assessed for service that requires tables of less than 10 and/or butlerpassed receptions.

# OUR SHARED SERVICE PHILOSOPHY

we understand the importance of a one team approach to the guest experience at every venue.

Through our Service Excellence platform, Aramark immerses the training mantra of our clients into our proprietary training, bringing both Aramark's and our client's approach to guest service and experience together. We value the trust our clients invest in our operators, staff, and corporate team in allowing us to serve the guests who visit their venues.



INTERNAL **ALIGNMENT** 



CLIENT COLLABORATION

> Goal Identification Data Share



CONTENT **DEVELOPMENT** 

> Adapt Client Mission to Aramark Training



**EXECUTE** TRAINING

Conduct Training Co-presented with Client



**POST-TRAINING ANALYSIS** 

> Share Survey Feedback Adjust Module as Necessary

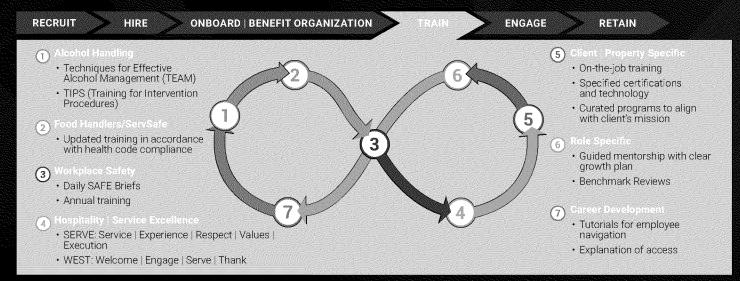


**ONGOING** SUPPORT

## TRAINING

More than operations manuals or checklists, our training is built on an *employee evolution* that ensures every team member is equipped with the tools to deliver exemplary service. It is a holistic approach that ensures we uphold our VISION, MISSION, VALUES, and GOALS.

#### **EMPLOYEE EVOLUTION**



#### GOALS

OUR PEOPLE MAKE THE DIFFERENCE

Embody our hospitality culture

DELIVER PROFITABLE GROWTH FOR OUR CLIENT

Cultivate a winning, sales-minded culture

EMBRACE AN
ENTREPRENEURIAL
SPIRIT

Encourage the innovator and entrepreneur in each of us

CONTRIBUTE TO THE GREATER GOOD

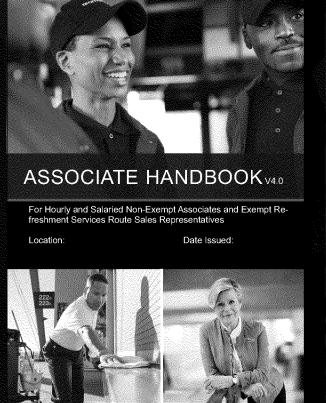
Create positive impact for people and the planet

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# **ONBOARDING MATERIALS**

Properly on-boarding and continuous training are of equal value in our eyes. Our corporate associate training manual gives leaders an outline to follow when developing training manuals for their individual properties.



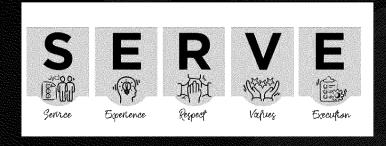
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# OUR HOLISTIC MODEL FOR THE GUEST EXPERIENCE

**service**excellence

**Service** means treating our customers as guests, and providing true hospitality using the steps of WEST (Welcome. Engage with Eye Contact. Smile. Thank.). It means showing passion and excitement for our food and products and making things easy and comfortable for our guests during their visit.

**Experience** means serving our guests in a personalized, efficient, and friendly way. By getting to know our guests and anticipating their needs, we ensure a great experience every time, and with every interaction.



**Respect** means taking great care of our guests and each other. We respect every person as an individual by embracing our 10 Service Promises. It also means respecting our ingredients by keeping them safe and fresh and using the LEARN Service Recovery to address a guest's problem or concern.

Values means living our Aramark Core Values:

- We do everything with integrity.
- We deliver on our commitments.
- We respect diversity and appreciate differences.
- We're passionate about everything we do.

**Execution** means providing consistently excellent experiences through quality food, caring, and attention to detail. It means providing fresh, great tasting food and presenting it in an attractive way, while keeping all areas clean, orderly, and inviting; and remembering to smile, stay positive, and use engaging body language at all times.

## **service**excellence

Every day, our guests and partners are counting on us.

They are counting on us to deliver great experiences,

to make their lives a little bit easier,

to show them we care and help them be their best.

We are here to nourish our guests wherever they work, learn, recover, and play—and we are there to help them realize their vision and larger purpose. We help students get an education; we help families share memories at the ballpark; we help our guests recover; and we are there when they aren't feeling so great.

We must also be there for our teams. We have to stand beside them at the moment of truth. We have to be there to help them learn their jobs, grow as leaders, and show them the same care we show our guests.

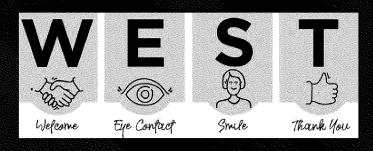
Our people make the difference. Together, we can ensure that they have the tools and inspiration necessary to deliver consistent excellence at the moment of truth.

WEST is the beginning. Our journey continues into SERVICE EXCELLENCE with WEST as an important part of our overall strategy. Let's build on this foundation together.

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As a part of our overall approach, we don't neglect the personal touch that can build emotional connections. That happens each time we serve our guests, so we use a tailored approach with every guest grounded in consistency and caring. Our WEST steps of service are the guide post for our teams as they serve guests at the moment of truth.



Welcome and Say Hello

Engage with Eye Contact and a Friendly Question

Service with a Smile and a Helpful Suggestion

Thank and Show You Care

# **10 Service Promises**

## Our Proud Promise to Guests, Partners, and Each Other:

- I take pride having a positive attitude, appearance, and body language.
- I smile and greet guests by name and respect them as individuals.
- 4. I will seek out guests and make sure they have what they
- I value teamwork and will help however needed to make guests happy.
- 6. I own and correct guest problems or concerns.
- 7. I will make wise use of time and resources.
- I continuously look for ways to improve the guest experience.
- 9. I will make every guest visit effortless
- 10.I always look for ways to surprise, delight, and WOW guests.

# **SUBCONTRACTOR STRATEGY**

#### A BALANCED STRATEGY

Creating the right balance of local and regional flair with the value of national sponsors and products is critical. We'll collaborate with you to include partners and sponsors where applicable to maximize revenue and enhance the experience, as well as bring sponsor opportunities to the table wherever possible.



NATIONAL & REGIONAL SPONSORS

## COLLECTION OF LOCAL BRANDS AND PARTNERS

One of the best aspects of attending an event in your hometown or visiting a venue as someone new is realizing all that the area has to offer.

Using our presence in the market and extensive culinary and marketing resources, we'll continue to support the local team with strategic guidance and portfolio data to drive decisions. Below are some key categories on which we focus.



LOCAL FOOD SCENE



BREWERIES,
DISTILLERIES
& WINERIES



LOCAL FARMS



#### LOCAL FOOD SCENE

These are local brands that we incorporate into the Convention Center experience so that when guests walk the pre-function halls and see their signs—and smell their smells—they'll say "Yes, I must be on the Emerald Coast!"

#### LOCAL BREWERIES, DISTILLERIES & WINERIES



The options to indulge in quality wine and craft beer and cider are certainly not limited throughout the region and we can't wait to showcase them!



#### LOCAL FARMS

We know that people like knowing the farmer, buying local produce at its peak freshness, and supporting their local economy. Partnering with local farmers is a great way to connect your guests with the community in which we operate.

# **SUBCONTRACTOR SELECTION PROCESS**

## COLLECTION OF LOCAL BRANDS AND PARTNERS

With branded products and partners in nearly every venue we serve, Aramark has a variety of local, regional, and national relationships that run the gamut of potential financial structures. Our operational, financial, marketing, and legal personnel create a powerful team of experts who work on your behalf. Here's a brief snapshot of the process:

SUCCESS

HIGHLIGHTS

We are partnered with hundreds of local brands within our 140-plus

Sports + Entertainment clients.

Identify brands that bring the personality of the region and the DFWBCC facilities to life

Evaluate quality, integrity, and popularity of the brand, as well as the organization's ability to live up to our high standards.



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## Analyze a variety of financial structures

Identify the most mutually beneficial option to both the owner and the subcontractor/brand. Options could include license payments, net revenue split, percentages of revenue, etc.



G.

# Negotiate deals that position the County for success

Strike the right balance of financial gain so as not to compromise the partner's ability to deliver a quality experience.



Д

#### Evaluate concepts, collaborate with the County, and integrate the concept into the experience

After careful consideration, negotiation, and collaboration, we bring the brand to life.



5

#### **Execute and Support**

We have two models: Subcontractor agreements that outline the support we'd provide based off their needs and assets.

Royalty agreement where we would operate on behalf of the partner upholding their brand guidelines and pay a royalty percentage.



# **LOCAL PURVEYORS**

We know that people like knowing the farmer, buying local produce at its peak of freshness, and supporting their local economy. Partnering with local farmers and brands is a great way to connect the guests of your venues with the community we serve.

















In addition to the organizations here, we'll continue to add local products and brands to the mix.





# B. MENU & PRICING CLICK HERE TO NAVIGATE BACK TO THE TABLE OF CONTENTS

# TASTE THE MOMENT

telling your distinct food story

There's a distinct vibe that permeates the Emerald Coast, telling the stories of our warm, welcoming culture. Just as the beautiful environs speak to guests, we believe food can tell a powerful story that evokes emotional connections with guests of the DFWBCC and the experience we create together. The menus that follow bring this story to life.



# LOCAL. SUSTAINABLE. DELICIOUS.

Sustainability is core to your mission and ours. We embrace sustainable practices in every way, from sourcing to preparation to packaging—and this pride shows in every delicious bite.

# **BUILT FOR SHARING**

"Instagrammability" has officially entered the culinary dictionary, and we focus on bold visuals and beautiful creations guests are inspired to share with the world.

# **DIETARILY DELICIOUS**

Our chefs embrace innovation to develop dishes that cater to specialty diets without sacrificing flavor and creativity.

# 

EVENT DAY MENU STRATEGY

Menus are a collaborative effort that includes our onsite team, culinary innovators, analytics experts, and of course, YOU!

Apart from a few local items, higher-priced dishes, or some specialty brands, menus are basically all the same, right?

Not in our world. We believe that everything on the menu matters, from the items to the pricing to the size to the selection strategy. We know what sells.

Our relentless commitment to analytics focuses on how items on our menus move, and more importantly, how they move our guests. We're attuned to the latest trends around the country, but we also know a lot of them just won't fly with our guests, regardless of the event size or vision. It's about more than just showing the guest what's available. Our menus shape our identity, reflect the local market, celebrate traditions, and, most importantly, drive guest satisfaction and revenue.

#### STREAMLINED MENU MIX

Core items still represent a majority of revenue in the buildings, and we have streamlined our core menus to reflect the most popular options in the venues. Our analysis shows that menus with too many items do not perform as well as those that are limited to the stand's specific themes, so our strategy is clean and simple with the appropriate number of choices and value bundles.

#### FRESH, AUTHENTIC VARIETY

People want to know they're not just in any venue in any city—they're on the Emerald Coast, and they're proud of it. From fresh local ingredients to locally inspired dishes to familiar brands, we celebrate local culture by offering a mix of specialty concepts that are relevant, authentic, and fresh.

#### OPTIONS FOR EVERYONE

Accommodating dietary needs is a must in today's sports and entertainment environment. Gluten-free, vegan, sustainable, healthy, kosher—these are only a few of the special types of needs and preferences we must consider to ensure there's something for all of our guests. We will offer these types of options, digging deeper into our data to evaluate the effectiveness of our menu strategies on an ongoing basis.

#### ANALYTICS-DRIVEN DECISION-MAKING

We understand operations both on race day and off. Our on-site team and our corporate culinary and Data > Science experts work extensively to determine the right menu mix to drive sales while enabling the flexibility to adapt to changing demographics. It's a strategy built around a core of high-quality favorites balanced with specialty items and concepts that can adapt to different events.

#### FOCUS ON EXECUTION

Our concepts and the menus that bring them to life embrace our mission to give guests the opportunity to enjoy food and beverage their way. However, we must maintain a high level of quality and consistent production in whatever we do. Fundamental to menu development is our ability to execute, so we align offerings with factors like service expectations, technology, and delivery style.



# **CATERING MENU**

#### BREAKFAST

Breakfast served until 10:00am

#### **CONTINENTAL BUFFETS**

Includes Orange Juice, Decaf & Regular Coffee, Hot Teas, Filtered Water Service

Price per Person, 25 Person Minimum

#### **COASTAL CONTINENTAL 15pp**

Muffins, Danish, Scones, Butter

#### **EMERALD CONTINENTAL 19pp**

Fresh Fruit Salad, Assorted Bagels & Cream Cheese Selection, Breakfast Sweet Breads, Butter

#### POWERHOUSE 21pp

Seasonal Sliced Fruit, Berries, Build Your Own Oatmeal Bar w/ Toppings, Hard Boiled Eggs, Assortment of Fruit Yogurts & Granola, English Muffins, Butter, Peanut Butter

#### BUFFETS

Includes Orange Juice, Decaf & Regular Coffee, Hot Teas, Filtered Water Service Price per Person, 25 Person Minimum

#### **DAYBREAK BUFFET 26pp**

Scrambled Eggs, Bacon & Sausage, Home Fried Potatoes, Breakfast Pastries, Butter

#### **SOUTHWEST BREAKFAST BUFFET 27pp**

Fiesta Scrambled Eggs, Chorizo, Bacon Crumbles Sausage, Warm Tortillas, Salsa, Sour Cream, Cheddar Cheese, Salsa Verde, Hot Sauce Selection, Chili Lime Potatoes, Fruit Salad

#### LA (LOWER ALABAMA) SPECIAL 31pp

Southern Scrambled Eggs, Biscuits & Sausage Gravy, Cheddar Cheese Grits, Country Fried Steak, Pepper Bacon, Sliced Fruit and Berries, Breakfast breads, butter

#### **CONTINENTAL ENHANCEMENTS**

Priced per person (Must be purchased with meal service)

- Sliced Ham **5pp**
- Pepper Bacon **6pp**
- Sausage Patty **6pp**
- Sausage Link **6pp**
- Yogurt, Berry, Granola Parfait **5pp**
- Assorted Mini Quiche **7pp**
- Farm Fresh Scrambled Eggs 5pp
- Breakfast Potatoes **5pp**
- Bagels & Cream Cheese **5pp**
- Sliced Fresh Fruit 6pp
- Overnight Oats **5pp**

#### **BUFFET ENHANCEMENTS**

Priced per person (Must be purchased with meal service)

- Individual Fruit-Flavored Yogurt 3pp French Toast 6pp
- Biscuits & Gravy 6pp
- Tofu Scramble **5pp**
- Smoked Salmon w/Traditional Accompaniments 8pp
- Pancakes 6pp
- Sausage Patty **5pp**
- Made-to-Order Omelets 8pp (Chef's Fees Apply)

#### **BUILD YOUR OWN PLATED BREAKFAST**

Multiple choices will incur an additional fee Includes Orange Juice, Decaf & Regular Coffee, Hot Teas, Filtered Water Service, Assorted Breakfast Pastries, Fruit Cup

28pp, Minimum 25 per Type

#### **CHOICE OF ONE**

Scrambled Eggs

Ham & Cheddar Scramble

Roasted Mushroom & Spinach Quiche

French Toast

Eggs Benedict Traditional

Caramelized Onion & Bacon Quiche

**Crab Benedict** 

#### **CHOICE OF ONE**

Smoked Ham

**Applewood Smoked Bacon** 

Various Flavored Bacon (Available Upon Request)

**Smoked Sausage** 

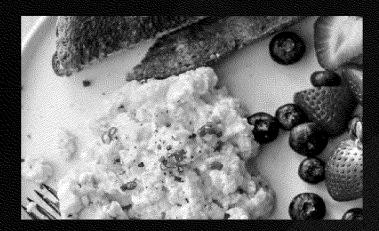
NY Strip (add 8pp)

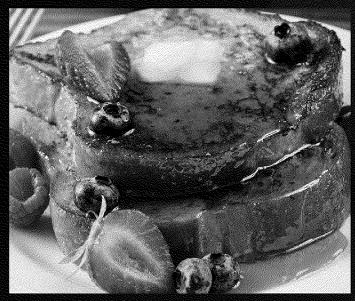
#### **CHOICE OF ONE**

**Breakfast Potatoes** 

**Cheddar Cheese Grits** 

**Hash Browns** 





#### **BREAKFAST SANDWICHES**

Priced Each, Minimum 25 per Type

#### **CROISSANT SANDWICH 6pp**

Egg w/ Cheddar or Swiss, Bacon, Sausage, or Ham

#### **BISCUIT SANDWICH 6pp**

Egg w/ Cheddar or Swiss, Bacon, Sausage, or Ham

#### **BREAKFAST BURRITO 7pp**

Bacon, Chorizo or Ham, Cheddar Egg & Potato, Served with Sour Cream, Salsa

#### **ALL DAY Á LA CARTE**

#### Snacks by the Dozen

- Fresh Baked Cookies 36dz
- Breakfast Pastries **36dz**
- Assorted Local Donuts 36dz
- Assorted Individual Chips 24dz
- Trail Mix 36dz
- Assorted Candy Bars **36dz**
- Granola Bars 36dz
- Whole Fruit **24dz**
- Banana's, Apples, Seasonal
- Sliced Bagels with Cream Cheese 48dz
- Fruit Yogurts 24dz

#### **BEVERAGES**

#### By the gallon/Individual

- Freshly Brewed Starbucks Regular & Decaf Coffee 40 gallon
- Iced Coffee served with Flavored Syrups Hot Tea 46 gallon
- Hot Chocolate 38 gallon
- Tropical Fruit Punch 30 gallon
- Lemonade 30 gallon
- Fruit Juices 38 gallon
- Orange, Grapefruit, Apple, Tomato, Cranberry, Pineapple
- Infused Water 30 gallon
- Coke Products, **3 each**
- Bottled Water, 3 each
- Individual Bottle Juices, **3 each**
- Energy Drinks, 5 each
- Cold Bottled Coffee, 5 each

#### **BEVERAGE ENHANCEMENTS**

#### **BLOODY MARY BAR 18pp**

Premium Tito's Vodka, Spicy & Mild Mix, Hot Sauces, Celery, Pickled Okra, Pickled Green Beans, Olives, Lemon & Lime Wedges, Candied Bacon

#### **MIMOSA BAR 18pp**

Chilled Champagne, Orange, Grapefruit & Cranberry Juices, Peach Puree, Fruit Garnishes







#### BREAKS

#### ONE HOUR THEMED BREAKS

25 Person Minimum

#### THE SPA 16pp

Fruit Kabobs, Honey Yogurt Dip, Mixed Nuts, Trail Mix, Hummus, Crisp Vegetable Sticks, Regular & Decaf Coffee, Hot Tea, Infused Water, Lemonade

#### **THE CONCESSION STAND 18pp**

Fresh Popped Popcorn, Dippin' Dots Kiosk, Assorted Candies and chips Assorted Soft Drinks & Bottled Water

#### **BALL PARK 17pp**

Pretzel, Spicy Mustard, Cheese Sauce, Cracker Jacks, Popcorn, Mini Corn Dogs Dipping sauces, Assorted Soft Drinks, Bottled Water

#### **THE CANDY BAR 16pp**

Assorted Candy, Cookies, brownies, rice Krispy treats, Rice Krispy Treats, Regular & Decaf Coffee, Hot Tea, Infused Water, Soft Drinks

#### **TASTE OF THE GULF 22pp**

Local Smoked Fish Spread, Pimento Cheese, Crackers & Farm Fresh Vegetables, Key Lime Bars, Coconut Cake Squares, Peach Sweet Tea, Lemonade, Infused Water

#### **SUGAR & CAFFEINE 23pp**

Chocolate Chunk Cookies, Cheesecake Pops, Mini Eclairs, Bitesized Cupcakes, Regular & Decaf Coffee, Iced Coffee, Hot Tea, Soft Drinks, Bottled Water, Energy Drinks

#### **BEVERAGE BREAKS**

25 Person Minimum

#### **ALL DAY 22pp**

Refreshed for 8 hours

Freshly Brewed Regular & Decaf Coffee, Herbal Teas, Soft Drinks, Filtered Water Service

#### **HALF DAY 18pp**

Refreshed for 4 hours

Freshly Brewed Regular & Decaf Coffee, Herbal Teas, Soft Drinks, Filtered Water Service



#### STANDARD TACKLE BOX LUNCH

Includes Whole Fruit, Chips, dessert, Bottled Water Minimum 25 Each Type, Maximum 4 Choices

#### **SMOKED TURKEY 21pp**

Provolone, Lettuce, Tomato,

#### **SHAVED HAM 21pp**

Swiss Cheese, Lettuce, Tomato,

#### **ROAST BEEF 21pp**

Cheddar Cheese, Lettuce, Tomato,

#### **CHICKEN CAESAR SALAD 21pp**

Romaine, Croutons, Parmesan Cheese

#### **MEDITERRANEAN VEGGIE WRAP 21pp**

Hummus, Sliced Cucumber, Romaine, Tomato, Feta Cheese, Pickled Red Onion

#### **SOUTHWEST VEGGIE WRAP 21pp**

Grilled Mushrooms, Black Bean & Corn Salsa, Lettuce, Pepper Jack Cheese

#### PREMIUM TACKLE BOX LUNCH

Includes Whole Fruit, Chips, dessert, Bottled Water Minimum 25 Each Type, Maximum 4 Choices

#### **ITALIAN SUB SANDWICH 26pp**

Ham, Salami, Pepperoni, Provolone, Red Onion, Green Leaf, Tomato, Roasted Red Pepper Aioli, Hoagie Roll

#### **TURKEY BACON CLUB 26pp**

Crispy Bacon, Cranberry Relish, Green Leaf, Tomato,

#### **BEEF TENDERLOIN 26pp**

Boursin, Pickled Red Onions, Arugula,

#### **SOUTHERN COBB SALAD 26pp**

Diced Fried Chicken, Cheddar Cheese, Hard Boiled Egg, Red Onion, Tomato, Cucumber, Ranch Dressing

#### BACON, LETTUCE, TOMATO, AVOCADO 26pp Garlic Aioli,

#### **CREOLE SHRIMP SALAD WRAP 26pp**

Roasted Shrimp Salad w/ Remoulade, lettuce, and tomato relish

#### **B.Y.O. SUNSHINE BOWL**

Includes Iced Tea & Filtered Water Service, Gourmet Rolls w/ Butter, Sliced Breads, Crackers

#### **GREENS**

Choice of Two

Mixed Baby Greens, Romaine Spinach, Kale & Field Greens

#### **PROTEINS**

Choice of Two

Grilled Chicken, Bistro Steak, Applewood Smoked Bacon, Teriyaki Tofu, Jerk Shrimp (5pp for each additional choice)

#### **GRAINS/STARCH**

Choice of Two

Quinoa, Brown Rice, Bulgur Wheat, Whole Wheat Couscous, Farro

#### CHEESE

Choice of Two

Pepper Jack, Cheddar, Shaved Parmesan, Feta (2pp for each additional choice)

#### **TOPPINGS**

Choice of Four

Shaved Carrots, Kalemative Olives, Roasted Corn, Tomatoes , Diced Hard Boiled Egg Cucumber, Slivered Almonds Black Beans, Red Onion Avocado, Sliced Mushrooms Sunflower Seeds (1pp per guest for each additional choice)

#### **DRESSINGS**

Choice of Two

Balsamic Vinaigrette, Buttermilk Ranch, Lemon Poppy Vinaigrette, Pomegranate Vinaigrette (1pp per guest for each additional choice)



#### **LUNCH BUFFETS**

#### **ISLAND BUFFET LUNCH**

Includes Gourmet Rolls w/ Butter, Iced Tea & Filtered Water Service Minimum 25 Guests

**38pp** 

#### COLD

Choice of Two

Fresh Fruit Salad, Caesar Salad, Mediterranean Pasta Salad, Marinated Tomato & Cucumber w/ Feta, Spinach, Beet and Goat Cheese

#### HOT

Choice of Two

Grilled Chicken w/ apricot BBQ glaze, Chicken Marsala, BBQ Glazed Meatloaf, Herb Roasted Chicken Quarters, Grilled Sausage w/ Peppers and onions, Bistro Steak with pomegranate glaze, Stuffed Pork Loin, Grilled Salmon w/ grilled pineapple salsa



#### **ACCOMPANIMENTS**

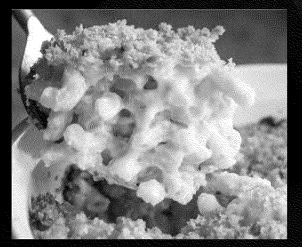
Choice of Two

Pepper Jack Mac & Cheese, Oven Roasted Red Skin Potatoes, Rice Pilaf, Whipped Sweet Potatoes, Roasted rainbow cauliflower, Garlic Whipped Potatoes, Brown Butter Green Beans, Fresh Seasonal Veggies, Grilled Broccolini, Grilled Squash & Zucchini

#### DESSERTS

Choice of Two

Carrot Cake, Chocolate Cake, Lemon Meringue Pie, Cookies & Brownies, Apple Pie, Pecan Pie, Coconut Pie



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#### **TEX-MEX TACO BAR LUNCH**

Includes Gourmet Rolls w/ Butter, Iced Tea & Filtered Water Service Minimum 25 Guests

31pp

Beef Barbacoa, Chicken Tinga, Black Beans, Spanish Rice, Shredded Lettuce, Cheddar, Salsa Verde, Sour Cream, Flour & Corn Tortillas

#### **EMERALD COAST DELI LUNCH**

Includes Iced Tea & Filtered Water Service Minimum 25 Guests

32pp

#### **SOUP & SALAD**

Choice of Two

Field Greens w/ Garden Vegetables, Island Coleslaw, Potato Salad, Marinated Tomato, Cucumber w/ Feta, Caesar Salad

#### **MEATS, CHEESES, BREADS, CONDIMENTS**

Smoked Turkey, Honey Ham & Roast Beef Assorted Cheese Slices, Green Leaf, Tomato, Red Onion & Pickles, Gourmet Spreads Fresh Kettle Chips, Assortment of Cookies

#### THE TAILGATE LUNCH

Includes Iced Tea & Filtered Water Service Minimum 25 Guests

34pp

#### **SOUP & SALAD**

Choice of Two

Field Greens w/ Garden Vegetables Island Coleslaw, Potato Salad, Marinated Tomato, Cucumber w/Feta, Caesar Salad, Baked Bean Chili

#### **MEATS, BREADS, CONDIMENTS**

5oz Angus Burgers, Grilled Chicken Breasts, All Beef Jumbo Franks, Fresh Kettle Chips Assorted Buns & Breads, Gourmet Spreads, Assortment of Cookies

#### **PLATED LUNCH**

#### **SUGAR WHITE SANDS**

Includes Choice of Salad, Dessert, Iced Tea & Filtered Water Service, Gourmet Rolls w/ Butter Minimum 25 Guests One Selection of Salad & One Entrée per Event Additional fees apply for choice of entrée, up to three selections.

**36pp** 

#### SALAD

#### Choice of One

- Tropical Fruit Salad
   Seasonal Tropical fruit Slices and Assorted berries
- **Cesar Salad**Romaine, Herb Croutons, Parmesan Cheese
  Traditional Caesar Dressing
- Beet Salad Fresh Roasted Gold and Red Beets over Baby Spinach, goat Cheese with Champagne Vinaigrette
- Field Greens & Garden Veggies
   Ranch & Vinaigrette

#### **ENTRÉES**

#### Choice of One

- Braised Beef Short Ribs 42 pp
  Beef Short Ribs Braised with Red wine
  and beef Stock, served with sweet potato
  hash and seasonal vegetables
- Panko Parmesan Crusted Chicken Lemon and fresh Herb Orzo and Seasonal fresh vegetables
- Chicken Marsala 36pp Wild Mushroom Sauce, Polenta Cake Fresh Seasonal Vegetables
- Roasted Pork Loin 37pp
  Apple Chutney, Smashed Potatoes,
  Fresh Seasonal Vegetables

- New York Strip Loin
  Roasted Fingerling Potatoes,
  Rainbow Baby Carrots

  42pp
- Seared Filet of Salmon
   Grilled Pineapple Salsa, Rice Pilaf,
   Fresh Seasonal Vegetables
- Seared Catch of the Day

   Local Gulf Caught Fish, Rice Piaf,
   Fresh Seasonal Vegetables

37pp

#### **BUILD YOUR OWN DINNER BUFFET**

#### **HARBOR BREEZE**

Includes Gourmet Rolls w/ Butter, Iced Tea & Filtered Water Service, Regular & Decaf Coffee, Minimum 25 Guests

46pp

#### **SOUP & SALAD**

Choice of Two

Tomato & Mozzarella Salad Fresh Fruit Salad, House Salad w/ Balsamic Vinaigrette, Caesar Salad, Baby Spinach, Bacon, Candied Pecans, Gorgonzola w/ Blackberry Vinaigrette, Roasted beet and goat cheese salad w/ Citrus Vinaigrette, Tomato basil Bisque , Loaded Potato Soup, Shrimp and corn Chowder, Broccoli and cheddar soup

(4pp for each additional choice)

#### **HOT ENTRÉE**

Choice of Two

Chicken Marsala w/ Wild Mushroom Sauce, Chicken Piccata, Chili Lime Chicken w/ Pico Crema, Roasted Chicken Quarters w/ Grilled Lemon & Artichokes, Whole Roast Beef Tenderloin w/ Red Wine Demi, Rosemary Pork Loin w/ Smoked Tomato Demi, Pan Seared Snapper w/ White Wine Tomato Basil Sauce, Grilled Salmon w/ Sesame Ginger Glaze

(4pp for each additional choice)



#### **ACCOMPANIMENTS**

Choice of Two

Roasted Red Potatoes, Garlic Whipped Potatoes, Au Gratin Potatoes, Rice Pilaf, Gouda Mac & Cheese, Roasted Sweet Potato Hash, Quinoa Pilaf, Creamy Leek and Lemon Orzo, Green Beans, Grilled Broccolini, Curried Cauliflower, Rainbow Baby Carrots, Roasted Root Vegetables

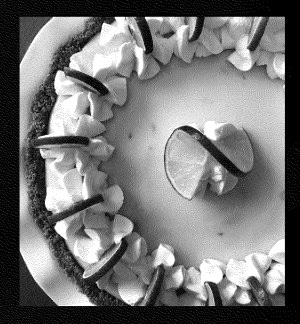
(4pp for each additional choice)

#### **DESSERT**

90

Choice of Two

Assorted layer Cakes, Tiramisu, Key Lime Pie, Lemon Meringue Pie, Flourless Chocolate Cake, Pecan Pie





#### PLATED DINNER SINGLE ENTRÉE

Includes Gourmet Rolls w/ Butter, Coffee, Iced Tea & Filtered Water Service, Price per Person Minimum 25 Guests, Multiple choices will incur an additional fee

#### SALAD

#### Choice of One

- Field Greens & Garden Veggies
   Ranch & Vinaigrette
- Tropical Fruit Salad
   Seasonal Tropical fruit Slices and
   Assorted berries
- Caesar Salad Romaine, Herb Croutons, Parmesan Cheese Traditional Caesar Dressing
- Beet salad
   Fresh Roasted Gold and Red Beets
   over Baby Spinach, goat Cheese with
   Champagne Vinaigrette
- Soups
   Tomato basil Bisque, Loaded Potato
   Soup, Shrimp and corn Chowder,
   Broccoli and cheddar soup

#### **DESSERTS**

#### Choice of One

 Cheesecake, Key Lime Pie, Turtle Cheesecake, Apple Pie, Double Chocolate Brownie, Extreme Chocolate Cake, Flourless Chocolate Cake

#### **ENTREÉS**

#### Choice of One

- Roasted Airline Chicken Breast 38pp
   Natural Jus, Fingerling Potatoes, Seasonal Vegetables
- Coffee-rubbed Seared Duck Breast 41pp
   Sour Cherry Demi, Lemon Thyme, Infused Jasmine Rice, Swiss Chard
- **Bone-in Pork Chop 44pp**Wild Mushroom Bread Pudding, Roasted Root Vegetables
- Mustard Crusted Pork Loin 43pp
   Sea Salt Crusted Baked Potato Seasonal Vegetables
- **Braised Beef Short Rib 53pp**Natural Reduction, Mascarpone Polenta, Roasted Parmesan Tomato
- Roasted Filet of Beef 65pp
   Red Wine Demi, Whipped Loaded Potatoes, Seasonal Vegetables
- Seared Salmon 45pp
   Leek and Lemon Orzo, Seasonal Vegetables
- Local Catch Floribbean Style (market price)
  Island Rice Pilaf, Grilled Squash, Red Onion
- Filet of Beef & Cold-Water Lobster Tail 80pp
   Black Berry Demi, Potato Gratin, Seasonal Vegetables
- Jerk Smoked Chicken Breast, Shrimp Skewer 58pp
   Mango Chili Reduction, Rice Pilaf, Seasonal Vegetables
- Grilled Flat Iron Steak & Blackened Shrimp 60pp
   Smoked Tomato Demi, Potato Torte, Seasonal Vegetables

#### RECEPTIONS

#### **HORS D'OEUVRE**

50 Pieces Minimum Each

#### COLD

#### 200 per 50 pieces

Mediterranean Anti Pesto Kabob, Mozzarella Caprese Skewer, Grilled Asparagus, Prosciutto Wrapped, Stuffed Cherry Tomato, Smoked Chicken Salad, Smoked Salmon Mousse cup, Hummus Stuffed Mushroom, Chilled Melon Soup Shooter, Duck Mousse Pate W/Fig on Crostini

#### **COLD**

#### 250 per 50 Pieces

House cured Salmon Gravlax on Crostini w/ 2 Mustard Dill Sauce, Thai Grilled Shrimp Skewer, Caviar and Sour Cream in a Pastry Cone, Beef Tartar on Grilled Crostini, Tropical Fruit Salsa Spoon w/ Cinnamon Pita Crisp, Tuna Tartar on a Wonton Crisp, Sweet Soy, Beef Tenderloin Carpaccio Crostini, Raspberry Brie Bites

#### HOT

#### 225 per 50 Pieces

Mini Kobe Meatloaf, Mini Cubans, Peking Duck Roll, Arancini, Pork Pot Stickers, Crab Stuffed Cremini, Chicken Guajillo Mole Skewer, Smoked Brisket Picadillo Empanada, Mini Philly Cheese Steak, Mini Southern Chicken and Waffles, Reuben Spring Rolls 1000 Island, Grilled Vegetable Tarts, Ricotta, Balsamic Glaze

#### **PREMIUM HOT**

#### 275 per 50 Pieces

Petite Beef Wellington, Smoked Pork Belly Arepra, Sea Scallops Wrapped in Bacon, Shrimp Tempura & Orange Ginger Sauce, Mini Crab Cakes & Remoulade, Chipotle Steak Churrasco, Coconut Lobster tails, Mango Horseradish Glaze, BBQ Pork Slider, Pickled Onion, Peach Chili BBQ, Shrimp Andouille Kabob, Crab Stuffed Mushroom's, Mini Fish Taco's, Local Catch, Lime Crema, Slaw

#### Á LA CARTE DIPS

One Quart, Serves Approximately 10 Guests, Served with Grilled Naan Bread

#### HOT

- Spinach & Artichoke 36
- Queso Fondito w/ Chorizo & Pico de Gallo 38
- Buffalo Chicken 36
- Hot Crab Dip 42
- Chili Cheese Dip 36
- Pizza Dip 36

#### **COLD**

- Dill & Sour Cream 36
- Hummus (Seasonal Flavors) 36
- Vegetable 36
- Guacamole 40
- House-made Salsa 36
- French Onion 36
- 7-Layer Dip 38

#### **RECEPTION STATIONS**

One Quart, Serves Approximately 10 Guests, Served with Grilled Naan Bread

#### **GARDEN CRUDITES**

Crisp Seasonal Vegetables & Pickled Vegetables Chive Ranch Dip

- Small 150
- Medium 250
- Large 400

#### **CHEESE BOARD**

Imported & Domestic Cheeses, Assorted Berries, Grapes & Accompaniments, Gourmet Crackers

- Small 225
- Medium 325
- Large 450

#### **CHARCUTIER**

Imported & Local Cured Meats, Domestic & Imported Cheeses, Pickled Vegetables, Olives, Mustards & Accompaniments, Served with Toasted Baguettes & Crackers

- Small 150
- Medium 250
- Large 400

#### **SPECIALTY STATIONS**

#### **BUILD YOUR OWN SALAD STATION**

Choice of 3 Seasonal Dressings

Spinach, Field Greens, Iceberg, Tomatoes, Artichokes, Black Olives, Grilled Chicken, Bacon Bits, Candied Pecans, Cheddar & Monterey Jack Cheese, Red Onions, Cucumbers, Croutons, Dices Hard Boiled Eggs

#### **MAC & CHEESE STATION**

Choice of Three

Pepper Jack, Gruyere & Wild Mushroom, Classic Mac & Cheese, Mascarpone & Smoked Ham, Chipotle Bacon, Cajun Shrimp & Gouda, Greek Style with Feta, Artichokes, Spinach

#### **CHICKEN WING STATION**

Choice of Three

Hot, Mild, BBQ, Garlic Parmesan, Sweet Chili, Teriyaki Accompaniments: Ranch, Blue Cheese, Carrots, Celery, House-made Chips





**15pp** 

18pp

**20pp** 

FLATBREAD STATION 17pp

Choice of Three

Roasted Vegetable & Goat Cheese, Caprese, BBQ Pulled Pork, Chili Peach Reduction, Smoked Gouda, Pickled Onion Brie, Crispy Prosciutto, Sour Cherry Jam, Pepperoni & Cheese, Mediterranean Caramelized Onion & Mushroom Philly Cheesesteak

SLIDER STATION 22pp

Choice of Three Sliders

Grilled Chicken, Hamburger, Cheesesteak, Buffalo Chicken, Pulled Pork

Choice of Three Sides

Potato Salad, Cole Slaw, House-made Chips, Tater Tots, Fries, Onion Rings

#### **SWEET ENDINGS DESSERT DISPLAY**

16pp

Choice of Five Mini Desserts

Mini Eclairs, Chocolate Covered Strawberries, Short Cake Shooters, Assorted Dessert Bars, Cheesecake Pops, Bite Size Cupcakes, Mini Macaroons, Dou Chocolate Mousse Shooters, Fruit Skewers w/ Chocolate Sauce, Double Chocolate Brownie Bites, Salted Carmel Mousse





#### CHEF ATTENDED ACTION STATIONS

\$125 Chef Attended Fee for 2 hour reception (Price per station)

#### STIR FRY STATION

#### 28pp **BUTCHERS BLOCK**

15pp

#### Protein

Choice of 3

Chicken, Beef, Pork, Shrimp, Tofu

#### Starch

Choice of 3

Jasmine Rice, Lo Mein Noodles Brown Rice,

Sticky Rice, Soba Noodles

Made to Order with your selection:

Green Peppers, Red Peppers, Onions, Snap Peas, Bamboo Shoots, Mushrooms, Bok Choy,

Celery, Fresh Garlic

### Roasted Turkey Breast 250 each

Bourbon Glazed Ham 275 each

Served w/ Whole Grain Mustard, Garlic Aioli

Approximately 50 Servings

Approximately 30 Servings

Gourmet Rolls w/ Butter

Served w/ Roasted red Pepper Aioli & Cranberry Sauce

Gourmet Rolls w/ Butter

#### Leg of Lamb 350 each

Approximately 30 Servings

Served w/ Creamy Tzatziki Sauce & Cherry Mint Glaze

Gourmet Rolls w/ Butter

#### **PASTA STATION**

#### 28pp

#### Protein

Choice of 3

Grilled Chicken, Marinated Steak Tips, Italian Sausage, Shrimp, Tofu

#### Starch

Choice of 3

Penne, Linguine, Tri Color Cheese Tortellini, Garden Spiral Pasta, Gluten Free Pasta, Zoodles Made to Order with your selection:

Marinara, Alfredo, Pesto, Mushrooms, Spinach, Fresh Garlic, Onions, Parmesan, Fresh Herbs

#### Carved Prime Rib 375 each

Approximately 50 Servings

Served w/ Creamy Horseradish & Whole Grained Mustard

Gourmet Rolls w/ Butter Beef

#### Strip Loin 400 each

Approximately 50 Servings

Served w/ Creamy Horseradish & Whole Grained Mustard

Gourmet Rolls w/ Butter

#### **FLAMING DONUT STATION**

**15pp** 

Original Glazed Donuts Sauteed to order w/ Tennessee Whiskey, Brown Sugar & Butter Topped w/ Vanilla Bean Ice Cream & a Selection of Toppings, Chocolate Sauce, Caramel, Triple Berry Coulis, Whipped Cream, Chopped Nuts & Sprinkles

#### BAR

#### **HOSTED & CASH BAR SERVICE**

#### **DELUXE COCKTAILS 9pp**

Crown Royal, Patron, Tito's, Glen Moray

#### **PREMIUM COCKTAILS 8pp**

New Amsterdam, Bombay, Bacardi Silver, Bacardi Coconut, Captain Morgan, Jose Cuervo, Jack Daniels, Dewers

#### **PREMIUM WINE 9pp**

Ruffino Pinot Grigio, Kendall Jackson Vintners Reserve Rose, Mark West Pinot Noir

#### **HOUSE WINE 7pp**

Canyon Road Chardonnay, Canyon Road Cabernet, Woodbridge White Zinfandel

#### **IMPORTED & DOMESTIC BEERS 6pp**

Bud Light, Michelob Ultra, Shock Top, Stella Artois, Goose Island IPA, Yuengling





# CULINARY CREATIVITY AND EXCELLENCE

flexing our culinary muscle

We love the opportunity to pull off something amazing, and we do it every day in our venues. We're proud of the extraordinary culinary talent we bring to the table.

Sure, they're foodies at heart, but what makes our culinary team so special is their ability to collaborate with everyone from our operations team to your sales professionals to local suppliers and partners to the planners and clients themselves. It's this spirit of partnership that enables them to translate a vision into a menu and culinary experience that brings amazing events to life.



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Chef Glenn Richmond has cooked for millions of event guests. As Regional Executive Chef for the East region, he's served major events and VIP galas hosted in our convention centers like the Democratic National Convention, World Meeting of Families and Papal visit, Jay-Z's Made in America Festival, and hundreds of tradeshows and black tie events. A ProChef Level III-certified chef, Glenn brings a distinct culinary style and exceptional technical acumen to our team of chefs throughout his region, with extensive expertise building new programs and transitioning new client venues. He plays a major role in recruiting and hiring the DFWBCC culinary staff, developing menus, and collaborating with the County throughout any future and construction phases of the culinary experience.

Trends in the food and beverage industry emerge and fade away at the speed of light, yet **Chef Rich Grab is always way ahead of the latest and greatest in the industry.**As Director of Culinary Innovation, he works with Aramark Design + Development and our teams across the country to develop and implement new culinary concepts into our portfolio. From developing incredible plant-based recipes to creating whimsical gastronomical delights, Chef Rich is a unique talent dedicated to bringing our guests amazing culinary experiences while keeping our clients at the forefront of ingenuity. He is also ProChef Level III-certified and is a member of our Sustainability Council, where he focuses on delivering advancements in sustainable sourcing and culinary operations to our local teams. Chef Rich is a new resource available to the team, helping drive culinary creativity from a national level.





#### **CULINARY RESEARCH AND DEVELOPMENT CENTER**

At Aramark's Global Headquarters in Philadelphia, we have designed and built a state-of-the art culinary research and development center. The vision for the new space placed the kitchen at the center of activity for our employees and visitors, who can witness and, at times, be involved in the process of fine-tuning new menu items. Our culinary innovation and development teams concept and test new menu items, then work with the operations team to seamlessly launch those items into thousands of locations. With help from a giant window, employees can watch what's happening in the kitchen at all hours of the workday in a space designed for teams to come together. This kitchen isn't just a culinary lab – it's the working kitchen for our own employee café, where we're able to get on-the-spot feedback on new ideas, recipes, and technologies designed to make our food and beverage experiences better.

# C. OPERATIONS PLAN

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# **OUR FOOD, BEVERAGE, AND RETAIL VISION**

Our philosophy hinges on constant commitment to elevating and expanding our catering program by introducing the best of the best in both presentation and food offerings.

The following pages demonstrate how we'll bring these exciting ideas and the latest trends to life at DFWBCC!

### AN EVOLUTIONARY FRAMEWORK



# food and drink pairings



# paired station

Spots like this wine and cheese station turn ordinary breaks into interactive experiences.



# micro-distilled spirits



## mixology bar

New modular bars create opportunities to bring local brews, craft spirits, and wines to any event.



## interactive kitchen



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## redefining action

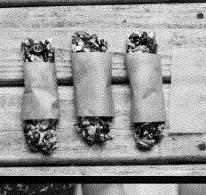
Creative displays, induction cooking, and a modern look make chef-attended action stations fresher and more engaging than ever!



# build your own













## a new and modern buffet

Say goodbye to chafing dishes! Built-in heating elements elevate quality and modernize the whole experience for guests. It's a totally new look!



# sustainable and integrated for casual events



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# decor and aesthetic inspiration



# **EVENTS AT DFWBCC ARE NOT**

# a guessing game

Every competitor's going to promise to bring their "unique" operations approach to your events. They'll claim to have insight and ideas and processes. They'll claim to have a "better way." **We have processes and programs and ideas, too.** 

The big difference is, **Aramark has already served these big events, and we've continued to serve them expertly for years.** Our experience is invaluable, and the foundation of our strategy. We are above all a food and beverage company, and that means we understand how important it is to get every detail right.

We have what no competitor has, because we KNOW you, and we know what it takes to create a high-performing operation for all of our events, big and small.

Staffing ratios that deliver personalized service, regardless of the event size

Proven staffing models for big events, based on proven labor modeling

Local data and trend information that enables us to create authentic, local menus

Menu mix data to ensure correct staffing and product allocations are provided to all events

A pool of local resources and visiting manager support for major events

Deep ties to the community and strong client relationships

This is the benefit of our history together, but we're focused on the future. We have passion and the momentum to EVOLVE with you and take operations to the NEXT LEVEL – and we won't have to start from square one like the others.

### DELIVERING WHEN THE STAKES ARE HIGH

They may not happen every day, but we know what events like All Sports mean to the economic impact the DFWBCC has for the community and the County. We couple our proven staffing and operational approach with creativity and innovation that makes for a memorable event that keeps major clients like this coming back year after year!

# MANAGEMENT EXPERIENCE

The Aramark team has what it takes to achieve the DFWBCC and Okaloosa County's goals better than anyone. Among our advantages when it comes to staffing and operations are:

### UNDERSTANDING OF OPERATIONAL NEEDS OF THE DFWBCC

There is no one better equipped to serve the ALL of the needs of the DFWBCC and the community. Customers, constituents, shows, local marketplace, and community organizations—we understand and know them all. With us, there is no learning curve, no transition risk, no starting over on a relationship, and no waiting for the FUTURE to begin.

### DEPTH OF EXPERIENCE AND RESOURCES

Our management team is the team on the ground TODAY, not just names in a book. In addition to the on-site team, we bring experience from dozens of convention and conference center partners, offering invaluable perspective to support our local team.

### STAFFING AND MANAGEMENT SUPPORT

Not only do we have an understanding of how to staff every event at the venues, we also have the qualified staff to perform. With established relationships with local partners and a pool of employees in the area, including senior support and access to visiting managers, no event is too great for Aramark.

# STAFFING LARGE EVENTS & MULTIPLE CONCURRENT EVENTS

Aramark is in the unique position of having access to a large and talented pool of managers and regular staff due to our wide variety of venues throughout North America. Additionally, by operating some of the largest and most well-known convention centers in large markets like Philadelphia, Anaheim, and Houston, as well as mid- to smaller markets like ours, Aramark is able to support large capacity event needs with some of the most skilled and experienced staff from across the country. For example, our managers from the Tampa Convention Center are very familiar with the DFWBCC and are always excited to make the trip across the Gulf to help!

Due to the repeated exposure some of our managers have with a given customer, we are able to provide specific support throughout all our locations. Prior experience with an event not only ensures a more smoothly operated function and communication of customer requirements, but it also provides a level of comfort to customers who are happy to see a familiar face. We have found that this sharing of management resources not only results the most successful events, but it also provides a more personalized experience for our customer who is able to forge a strong and lasting relationship with our team.

For certain special events or very large functions, we rely on our partnership with local staffing agencies to supplement our own local Aramark staff. Based on the staffing levels required for each service, our local on-site team will coordinate with Aramark recruiters and established agencies to bring in the most experienced support staff. We ultimately do whatever we can to secure the most talented service staff available.

# PROVEN PLANS FOR EVENTS

Whether it's a recurring annual event or a new client opportunity, no one understands how to staff DFWBCC events like Aramark. Our goal is to provide optimum service while expertly managing cost and resources.

### GRAND BALLROOM

We're pros at creating menus and plans for major events in the Grand Ballroom, with a proven approach and opportunities for clients to customize their experiences. For a full-service banquet, with cash bars, held in the Grand Ballroom with an attendance of 1,580 guests, our plan requires the following staffing matrix.

- Two captains
- Two managers
- 14 Full-service Bars, Beer and Wine Portables
- Rounds of 10, with a 1:20 server ratio
- Bartenders and bar-backs

### PREP/SET UP DAY

| Prep Total           | Staff | Hours | Total<br>Hours | Rate          | Total Dollars |
|----------------------|-------|-------|----------------|---------------|---------------|
| Supervisor / Captain | 2     | 8     | 16             | \$20.00       | \$320.00      |
| Servers              | 10    | 6     | 60             | \$25.00       | \$1,500.00    |
| Bar Runners          | 2     | 6     | 12             | \$12.00       | \$144.00      |
| Cash Bartender       | 0     | 0     | 0              | \$14.00       | \$-           |
| Cooks                | 8     | 7     | 56             | \$18.00       | \$1,008.00    |
| Stewards             | 4     | 7     | 28             | \$20.00       | \$560.00      |
|                      |       |       |                | Prep<br>Total | \$3,532.00    |

### **EVENT DAY**

| Prep Total           | Staff | Hours | Total<br>Hours | Rate           | Total Dollars |
|----------------------|-------|-------|----------------|----------------|---------------|
| Supervisor / Captain | 4     | 10    | 40             | \$20.00        | \$800.00      |
| Servers              | 80    | 9     | 720            | \$25.00        | \$18,000.00   |
| Bar Runners          | 4     | 8     | 32             | \$12.00        | \$384.00      |
| Cash Bartender       | 16    | 7     | 112            | \$14.00        | \$1,568.00    |
| Cooks                | 8     | 10    | 80             | \$18.00        | \$1,440.00    |
| Stewards             | 8     | 10    | 80             | \$20.00        | \$1,600.00    |
|                      |       |       |                | Event<br>Total | \$23,792.00   |

### **CLEANUP DAY**

| Prep Total           | Staff | Hours | Total<br>Hours | Rate           | Total Dollars |
|----------------------|-------|-------|----------------|----------------|---------------|
| Supervisor / Captain | 1     | 5     | 5              | \$20.00        | \$100.00      |
| Servers              | 4     | 4     | 16             | \$25.00        | \$400.00      |
| Cooks                | 2     | 4     | 8              | \$18.00        | \$144.00      |
| Stewards             | 4     | 6     | 24             | \$20.00        | \$480.00      |
|                      |       |       |                | Event<br>Total | \$23,792.00   |

| Labor Total | \$28,448.00 |
|-------------|-------------|
| Taxes @ 14% | \$3,982.72  |
| Grand Total | \$32,430.72 |
|             |             |

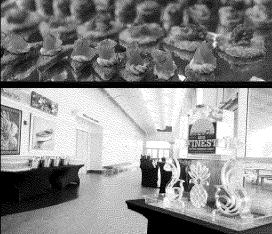
### 3-DAY SHOW PLAN

Over a three day period, show attendees want variety and quality, so we create different options to ensure they stay on site to dine and drink. For exhibitors and staff, our goal is to make options as convenient and accessible as possible, since we know there's often little time to eat

For three (3) day trade show with an average daily attendance of 2,500 guests and 100 exhibit booths, our plan will include:

- Concession set in pre-function and east terrace (weather permitting). This includes a grill, traditional concessions like pizza, hot dogs, and sandwiches, as well as grab and go salads and desserts. (2 POS + 1 POS dessert)
- Buffets for staff in break out room or boxed lunches
- Pre-orders for concessions items and delivered to staff
- Cash bar





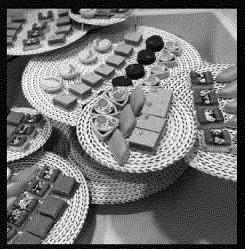


### MAJOR EVENT HIGHLIGHTS

We're proud of our success serving high-profile, high-impact events at the DFWBCC. We thrive on digging into the planning process with our clients and event hosts, and we're passionate about bringing creative ideas to the table. Here are just a few examples of recent events we've hosted.

### **AN HONORABLE SUCCESS**

The Special Operations Warrior Foundation's A Night to Honor supports a noble cause, and we're honored to be part of such an important cause. For the event held last November at the DFWBCC, we created a Peaky Blinders-themed experience, complete with customized menus and a signature cocktail for the event.







# MANAGEMENT EXPERIENCE

With guest service and courtesy at the forefront of our approach, we do our best to avoid violations of policies regarding outside food and beverage by clearly communicating them ahead of time. During events at the DFWBCC, there are times we must address guests and exhibitors who bring prohibited F&B into the venue either knowingly or unknowingly. In these situations, we work closely with DFWBCC staff such as event coordinators and venue managers to politely address and remedy scenarios should they occur.

- i. We will reinforce our policy to vendor / exhibitors bringing in outside food and beverage to serve to attendees. The only circumstance in which this is allowed is a pre-approved scenario such as a food show with sampling permitted.
- ii. We will work with the DFWBCC event coordinator to address any guest bringing alcohol into a wedding to ensure it is removed immediately so as incur any violation of local law.
- iii. At athletic events serving concessions, we will offer the opportunity for coaches to pre-order F&B for the team, stressing that their only options are to partake in this program or purchase items from concessions.
- iv. Event clients bringing in food or beverages for meetings will be politely informed that outside food is not permitted and presented with available options.
- v. If an attendee walks into a building with the coffee purchased prior to the event, we will politely let them know that we have coffee on site, and that they should not bring their own into the venue in the future.



# IT TAKES BIG STEPS TO MAKE A SMALLER FOOTPRINT

Sustainability isn't a "nice to have," nor is it the result of a plan tacked onto an operational manual. Operating sustainably is a state of mind, an intrinsic value embedded in our culture at every level. We truly believe that it is our responsibility to care for our people and for our planet, so our dedication to eco-innovation is an ongoing effort in which our company continues to invest and dedicate resources.





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# **OUR SUSTAINABILITY PLATFORM**

Our programs are customized for the DFWBCC, but our principles are founded, however, in a company commitment to sustainability and a significant investment in resources.

### Be Well. Do Well.\*

### OUR SUSTAINABILITY PLAN LAYS OUT TWO MAJOR GOALS:

- 1. Enable equity and well-being for millions of people.
- 2. Reduce our greenhouse gas emissions by 2025.

## PEOPLE PLANET

**ENABLING EQUITY** AND WELLBEING FOR MILLIONS

REDUCE **GREENHOUSE GAS EMISSIONS** 

# TO LIF, WE FOCUS ON FOUR KEY AREAS:



# SOURCING RESPONSIBLY

Focusing on local suppliers, sustainably produced and humanely raised ingredients, and the latest access

to the best products



# EFFICIENT OPERATIONS

Optimizing operations through conservation of resources and envir

cleaning procurement



# FOOD WASTE PREVENTION

Better production standards to eliminate waste pre-, during, and post-event, as well as donatio

when excess exists



# REDUCING PACKAGING AND LANDFILL WASTI

Eliminating single-use plastics, recycling and composting methods, and compelling comm

encourage responsible behavior



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SOURCING SUSTAINABLE FOOD, BEVERAGES, AND PACKAGING

Local, sustainable, seasonal sourcing is priority for our entire organization, and we're proud of our many accomplishments and the future commitments we have made as a company.

Our local responsible sourcing strategy is augmented by **Aramark's Sustainable Sourcing Council**, composed of internal senior leadership members responsible for setting direction and driving accountability for our strategy, priorities, and objectives. Ensuring input from a range of external stakeholders, the Council provides diverse external expertise and insights from industry, nongovernmental organizations, and academia to help shape our approach.

# AMONG THE PRINCIPLES WE HAVE ADOPTED IN OUR OPERATIONS ARE:

- CLIMATEX: HEALTHY MENUS—Plant-forward menu options meet consumer tastes and also reduce greenhouse gas emissions, minimize demand for water and land resources and preserve natural habitats.
- ADOPTING ANIMAL WELFARE PRINCIPLES AND PURCHASING COMMITMENTS that address a broad spectrum of issues impacting the treatment of animals for egg, pork, veal, beef, poultry, and dairy products.
- ESTABLISHING SUSTAINABLE SEAFOOD PRINCIPLES AND SOURCING PRACTICES that demonstrate our commitment to responsible sourcing for fresh, frozen, and shelf-stable seafood for both wild-caught and farm-raised products.
- SUPPORTING FARMERS AND FISHERIES, local communities and economies by sourcing products locally.
- PROVIDING A WIDE SPECTRUM OF RESPONSIBLY SOURCED FOOD PRODUCTS, such as Fair Trade—certified coffee and tea, and using environmental preferable products, such as reusable or compostable to-go containers.
- NO DEFORESTATION—We've also made a commitment to reduce greenhouse gas emissions by implementing a No-Deforestation Policy by 2025. We're completing our transition to sustainably sourced soy and palm oils and evaluating supply chain as part of this effort.

# PLANT-FORWARD MENU

In partnership with the Humane Society of the United States, Aramark launched a series of plant-based culinary trainings as part of our ongoing efforts to develop strategies that increase plant-based food offerings for consumers. At DFWBCC, we embrace this mindset, and we seek to introduce even more plant-forward menus in all of our venues.

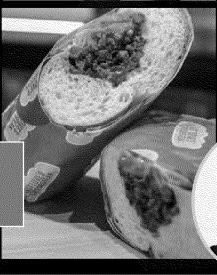
We have a well-established network of local suppliers

whose ingredients will comprise the delicious dishes featured on the seasonal and local Chef menus our Regional Executive Chef Glenn Richmond and the onsite culinary team develop.

Our culinary team has access to 200-plus tested and proven plant-forward recipes.

At the corporate level, Aramark has invested in research and development of more than 200 plant-forward recipes, which are available to all of our chefs. Our culinary development team has also created menu planning guides that our local teams can use to implement and/or grow their use of plant-forward options consistently and deliciously!







Aramark partnered with **The Roots' Questlove**—one of our city's favorite sons—to introduce Questlove's Cheesesteak, a plant-based cheesesteak in, where else, Philadelphia! We took our iconic sandwich, partnered with a hometown celebrity, and dared to bring a plant-based version of the city's best-known sandwich. And the results were amazing!

### SUSTAINABLE SEAFOOD

We partner with the Monterey Bay Aquarium Seafood Watch® program, through which we source products that are recognized by Seafood Watch as green ("Best Choice") or yellow ("Good Alternative"). We also use specific eco-certified products recommended by Seafood Watch, including the Marine Stewardship

Council, Aquaculture Stewardship Council, and Global Aquaculture Alliance.

"We are encouraged by the industry-leading steps that Aramark is taking to sustainably source the seafood it serves. This policy demonstrates the company's commitment to provide seafood that is sourced through the highest standards."

 Jennifer Dianto-Kemmerly
 Vice President of Global Ocean Initiatives at the Monterey Bay Aquarium.

Monterey Bay Aquar um





We implement practices to conserve natural resources and ensure operational efficiencies by operating buildings that are increasingly environmentally friendly, energy efficient, and healthy.

EFFICIENT OPERATIONS GO WELL BEYOND CONSERVATION:



**Water-Saving Programs**—We consider the design and implementation of conservation plans and installation of water-saving hardware and fittings like low-flow bathroom and kitchen fixtures.



**Energy Conservation—**We work hard to promote efficiency in our own buildings, while lending our skills and expertise to our clients to help them manage energy use in their facilities.



Environmentally Friendly Cleaning Solutions— We use electrically activated or ionized tap water to safely clean or sanitize surfaces, as well as hard floors and carpets without the use of harsh chemicals.

### GREEN SEAL CERTIFIED

Green Seal is an independent nonprofit organization recognized by industry and government as one of the leading developers of standards for sustainable chemical products. Currently, we have solutions across seven Green Seal categories, including:

- Glass cleaners
- Bathroom cleaners
- General purpose cleaners
- Carpet care products
- Floor finishes
- Floor strippers

### GREEN RESTAURANT® ASSOCIATION CERTIFIED

We are proud to operate many Green Restaurant Association (GRA) certified cafés. The GRA has been certifying restaurants for the past two decades. The GRA provides a comprehensive and user-friendly method for existing restaurants and food service operations, new builds, and events. The turnkey certification system makes it easy to become more environmentally sustainable in a profitable manner.







### LEED® CERTIFIED

We have helped major institutions achieve LEED certification, LEED equivalency, and the design, construction, and operational assurance of high-performance buildings. As a certified member of the U.S. Green Building Council (USGBC), we strive to promote the design, construction, and operation of buildings that are environmentally responsible and healthy places to work.

We embrace the ideals, in concept and practice, of the design, construction, and operation of high-performance buildings. These initiatives not only continue to add a high degree of transparency to an organization's stewardship efforts but also offer the opportunity to earn points toward LEED certification.

Our cleaning operations and the products we use ensure that we provide socially responsible services and an economic impact to your community.

### ENERGY AND WATER USE REDUCTION PLAN AND PRACTICES

Conserving energy is important, as energy consumption presently accounts for approximately 39% of all greenhouse gases emitted, a major impact to the footprint of each account we serve. Conserving water is equally important, even where water might seem abundant. As we refine our focus on this important aspect of our sustainability plan, we look to our resources and partners who stand out as innovators to develop our plans.



Aramark has the resources to support any of the Guardian goals with regard to LEED certification, embracing operating principles throughout our programs.



# FOOD WASTE PREVENTION

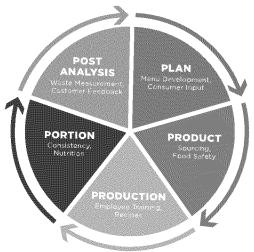
Preventing food waste both pre- and post-event is a major priority in our operations, and we've invested heavily in resources that make it part of our everyday operations at every level.

Across our operations, we've implemented practices that decrease the impact of waste. Starting with what we purchase, and continuing through to how we dispose of waste, we have made great strides across all of our operations.

### FOOD WASTE REDUCTION

In alignment with the EPA's food recovery hierarchy, we go beyond reducing food waste in production, and are committed to identifying alternative solutions for surplus food for human consumption. Because we recognize that awareness, ease of implementation, and training are critical to driving results, we have invested significant resources into developing practices and materials to make it easy to make food waste reduction a part of our everyday operations at every level. Visual campaigns like the Wipe Out Waste flier is one of the tools we use to encourage enthusiastic adoption.

# WIPING OUT WHAT WE DO TO MINIMIZE FOOD WASTE



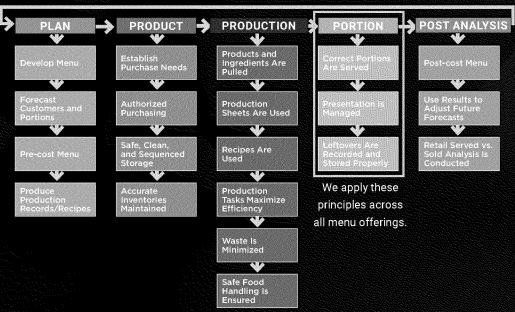
Managing food waste in our operations positively impacts our society, economy and environment.



# THE 5 Ps

### DRIVING CONSISTENCY, MINIMIZING FOOD WASTE

To minimize waste at the operations level, our team is trained and measured against Aramark's Food Management Process. At a high level, the 5 Ps offer a structured approach to the full cycle of menu planning through post-event analysis, which enables us to minimize waste through discipline in our prep and serving, then identify opportunities to operate even more efficiently. The outcome is not only reduction in food waste, but also a better-quality and consistently delivered product. We conduct extensive training through on-site coaching and management by our staff and overseen by our executive chef and general manager, as well as online modules to introduce new training and provide ongoing refresher courses to all of our kitchen staff.





# REDUCE PACKAGING AND LANDFILL WASTE

According to the U.S. Environmental Protection Agency, consumer packaging materials make up more than 30% of landfill waste. The bulk of that is food packaging. The use of plastic packaging in particular contributes to greenhouse gas emissions and negatively affects marine life and ecosystems.

### SUSTAINABLE AND REUSABLE SERVICEWARE

Our team will work strategically to align with the goals of DFWBCC and the County, especially with regard to packaging and disposal. Where reusable vessels are not an option, we use commercially compostable containers (CMA-I, bpi certified, and fiber based non-PLA) or recyclable aluminum.

While we recognize certain supply chain challenges, Aramark's extensive resources enable us to circumnavigate any sourcing issues other companies may encounter.

### **NEW PACKAGING PARTNERSHIP INITIATIVE**

Aramark has a strong partnership with leading supplier EcoSure. Through this relationship, we have an opportunity to engage our EcoSure representative to perform an in-depth analysis of the vessels on site to identify ways we can operate even more sustainably and cost-effectively. This will not only enhance our commitment, but also identify innovation in the space.





### ENCOURAGING GUEST PARTICIPATION

We're committed to making it as easy and turnkey as possible for guests to support our sustainability goals through the vessels we offer and by working with facility operations team to direct guests appropriately.

In that, we know that one of the biggest challenges in recycling and composting waste is the proper sorting, much of which is contingent on fans choosing the right receptacles. Our biggest opportunity to increase participation is through communication. A few tactics we will seek to implement include:

- Social media content provided to the local team's communications staff inspiring, encouraging, and educating followers how to support sustainability
- In-venue marketing and signage campaigns that support existing campaigns
- Focused campaigns that align with achievable goals regarding zero waste guests can help achieve

# D. VALUE ADDED SERVICES

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# TOTAL TRANSPARENCY, GUARANTEED ACCOUNTABILITY

Aramark is passionate in realizing our vision of being the most trusted hospitality partner across all segments, and we understand that to gain and maintain the trust of our partners, we must operate with integrity in every moment—large or small, not only during the guest facing moments but also in the way we operate behind the scenes as well. That mantra doesn't stop with a flashy press release or a corporate communication board. We back up these statements by executing carefully thought-out processes at the most granular level so that we are able to bring full transparency to all of our partnerships, regardless of the venue or financial structure.



### YEAR-END AUDITED FINANCIAL STATEMENTS

If required, financial statements are reviewed annually between the Aramark and the Convention Center leadership team to ensure total transparency.



### SALES RECORDING AND WRITE OFF METHODS

While we understand DFWBCC will handling all billing and accounts payable functions, we thought it important to note that Aramark has detailed accounting policies and procedures to specifically address payment and credit extension policy, billing procedures and accounts receivable recording and monthly reporting, collections and write-offs in two main revenue centers: contract services (catering and banquets, exhibitor services, hospitality services) and public services (permanent and portable concessions, retail sundries, vending).



### **CORPORATE CHARGES**

In a management fee financial format, all charges, corporate and otherwise, directly related to the operations at Convention Center apply.



### SUBCONTRACTOR OVERAGES/SHORTAGES

In the instance we are not cashless; the shortage or overage amount is determined by comparison to the total receipts, verified by the cash room to the value of inventory depletion (retail accountability), or to a cash register reading. The amount due a subcontractor, based on its contractual split of sales is adjusted by the overage/shortage for each event.



### ACCOUNTS PAYABLE POLICIES - CONTRACT SERVICES

Purchase orders are completed for approval and forwarded to receiving department for receiving accuracy.

All expenses related to goods or services received are recorded in the appropriate accounting period. All invoices are generally processed on a weekly basis. AP System Controls are implemented so that only vetted and approved vendors can be paid, and duplicate invoices won't be processed.

General manager (or designee) reviews major vendor statements each month and other vendor statements periodically to ensure that invoices as well as credits are being processed timely.



### SERVICE CHARGE (BASIS FOR REVENUES AND EXPENSES)

A service charge is added to each invoice for catered and banquet events. The service charge is a market-based rate applied as percentage of the total sales of the catered or banquet event. This service charge is typically recorded as a credit to Aramark's labor cost. This service charge excludes any gratuities for the catered or banquet event.



### PAYROLL PRACTICES, PROCEDURES AND POLICIES

Aramark has a comprehensive set of controls regarding payroll expenditures' policies and procedures. Our control on payroll costs begins with accurate sales forecasting and ends with the Daily Sales and Labor Report (DSLR). The entire process gives Aramark the ability to know daily throughout the month the actual labor costs. It also gives each department the ability to understand not only how their area contributes to the bottom line, but the health of the operation as a whole.



### FINANCIAL REPORTS

Providing you with a full understanding of financials and performance on a regular basis is a key element of Aramark's approach to partnership. We rely on a number of daily, monthly, and annual reports that we provide to you in the format that best fits your needs.



### OPERATIONAL TECHNOLOGY CONTROL SYSTEMS

Aramark global resources run deep, and in addition to the district and regional level support available to each venue, Aramark corporate's Global Business Services, provides critical finance, human resources, payroll, customer and business enablement support services to Aramark's food and facilities lines of business across North America. Although transactions occur at the unit level, processing expenditures and receivables occur through GBS, ensuring an additional layer of verification and provides checks and balances to safeguard all assets—both ours and yours.



### INVENTORY

With years of experience managing complex operations of all sizes, Aramark has created a process to ensure every detail regarding inventory is covered. We use a group of both external and proprietary software applications to place orders, receive inventory and track inventory throughout its life cycle to the point of consumption with nightly post-event.



### SALES, CATERING AND BANQUET

Effective event sales and management ensures that event orders are delivered in a timely manner with a professional presentation, adjustments to orders are tracked and delivered, cost guidelines are executed as they relate to product and labor, and the final bill provided to DFWBCC for the customer is accurate and complete.



### CASH CONTROL SYSTEMS FOR RETAIL FOODS

Key to our continued evolution and strategy for capturing insights about guest purchases is a powerful POS system. Our technology teams continually search and test the latest systems available, focusing on trends in innovation, guest convenience while enabling Aramark to capture valuable data through smart reporting capabilities. POS data is essential to Aramark's insights and analytics-based approach - one that drives our ability to make an immediate impact today and to continue to innovate for years to come.

The specific front and back of house software solutions presented and implemented at each venue are determined by the business sector, type and size of venue, scope of services which ultimately allows us to operate efficiently, providing the DFWBCC with full transparency through in depth customizable reporting capabilities.



### INTERNAL AUDITS AND PERFORMANCE POLICY

Aramark is continually committed to conducting all company business with the utmost integrity and according to the highest ethical standards. In addition to fully complying with the laws in each country in which Aramark conducts its business, we do everything in our power to avoid anything that could even remotely suggest impropriety in business. Aramark sets forth the standards and policies for which its employees are to abide in the Business Conduct Policy for Aramark. Compliance with Aramark's Business Conduct Policy is required of all employees. In addition, disclosure of known or suspected violations is also required. Certain employees to whom this guide is distributed will be required to certify that they reviewed this guide and are complying with all Aramark policies regarding business conduct. From time to time, these employees will be required to certify that they have recently reviewed the guide and are continuing to comply.



### CASH HANDLING PROCEDURES & POLICIES

With industry-wide technological advancements, the days of cash registers are far and few between, but we acknowledge that in some venues or during certain special events, circumstances might make this unavoidable. Our cash handling policies detail every part of the process, assigning full accountability and check points to all cash handlers—money room attendees, cashiers, bartenders, vendors, subcontractors or revenue analysts alike. Major components included are:

- Rules for cash handling positions—pre- and post-shift, paperwork auditing
- Accountability and violations
- Over-rings and refunds
- Banking procedures and daily bank deposit

The information on these pages is a very high-level overview of Aramark's extensive accounting processes and procedures—with specifications both at the unit level and the corporate level. We are happy to share additional information upon request.

## ARAMARK'S BACKGROUND CHECK PROCESS OVERVIEW

Aramark is a leading provider of food and facilities services across North America and internationally. With approximately 248,000 employees worldwide, and with a significant number of those employees providing services on a day-to-day basis at client locations, Aramark is committed to hiring the most qualified individuals and maintaining a safe and productive work environment. To that end, Aramark requires all of its conditional hires to undergo post-offer background checks. Aramark reserves the right to conduct background checks on current employees as business and safety/security needs dictate, in accordance with all applicable laws and any applicable collective bargaining agreements.

#### 7-YEAR PERIOD LOOK-BACK

Criminal History
Sexual Offender Registry Check
Government Database Search
Past Address Search



#### **ADDITIONAL SCREENINGS**

Drug Testing Credit Checks Motor Vehicle Records Employment/Educational Verifications Aramark requires that temporary and contingent labor receive background checks prior to placement at an Aramark client location. Providers of temporary and contingent labor are required to conduct background checks consistent with Aramark's standards for Aramark's employees.

Aramark is committed to hiring the most qualified employees and ensuring that our assets, and those of our clients, are protected, and that a safe working environment is maintained. The Aramark background check process equips our hiring managers, Human Resources (HR) professionals and the Adjudication team with the tools necessary to achieve these critical goals.

## **SAFETY & QUALITY ASSURANCE**

Quality in all aspects of the food and beverage operation has always been a top priority for our organization. We have invested heavily in developing programs and providing support that enable our teams to guarantee that our guests, and your brand, are safeguarded.

THE FOLLOWING PAGES DETAIL THE TENANTS OF ARAMARK'S SAFETY AND SANITATION PROGRAM, INCLUDING **INSPECTION PROCEDURES, A CHECKLIST OVERVIEW AS WELL AS DETAIL LOCAL** AND GLOBAL SAFETY AND SANITATION **RESOURCES AVAILABLE TO OUR LEADERS** AND PARTNERS.

#### ARAMARK SAFE

Safety Assurance in Food and Environments



Multidimensional Global Safety Platform, Developed in Consultation with Jefferson Health

## **OUALITY ASSURANCE**

Party Audit Structure



Robust Internal and Third-



## ARAMARK SAFE™

ARAMARK SAFE™MANAGEMENT SYSTEM IS OUR FRAMEWORK FOR OPERATING SAFELY, MANAGING RISK, AND ACHIEVING OUR FOOD, OCCUPATIONAL, AND ENVIRONMENTAL SAFETY GOAL OF TARGET ZERO, NO HARM TO PEOPLE OR TO THE ENVIRONMENT.



#### LEAD A CULTURE OF SAFETY

Establish policies, provide strategic direction, set standards and targets

#### ENGAGE + EDUCATE EMPLOYEES

Daily coaching and ongoing training programs

#### KEEP LEARNING + GROWING

Monitor, measure, and improve performance

#### DO THE RIGHT THING

Comply with all regulations and take timely action to address issues

#### STOP + SPEAK UP

Empowered employees

#### SOURCE SAFELY + RESPONSIBLY

Stringent supplier partner approval process

## eversafe...

Developed in consultation with
Jefferson Health, EverSafe" reflects
our commitment to the safe reopening
and sustainable management of client
locations around the world. EverSafe
is a multidimensional safety platform
designed to empower employees and
guests with confidence in their safety,
wherever they work, learn, play, explore,
recover, and rehabilitate.

This program reflects the full force of power behind Aramark's enterprise offerings—existing, new, and emerging—under the dynamic circumstances in which we, our clients, and our guests now live and operate.

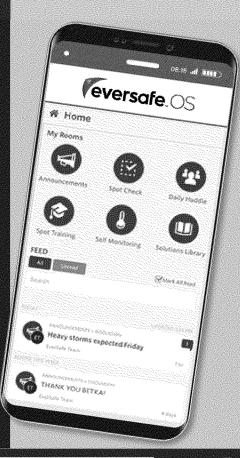






World Health Organization

## EVERSAFE® IS GUIDED BY THE FOLLOWING TENETS:





#### SUPPORT TOTAL WELL-BEING

An environment that supports the safety, happiness and overall health of employees, customers and guests with visible safety precautions and assurances.



#### COMMITMENT TO OPERATIONAL IMPACT

Repeatable and consistent processes to deliver relevant solutions, continuous improvement, and meaningful outcomes



#### POWER FRICTIONLESS EXPERIENCES

A human-centric approach in understanding employees and guest needs, and delivering experiences that matter.

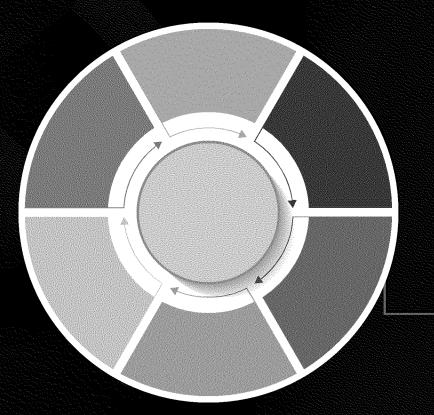


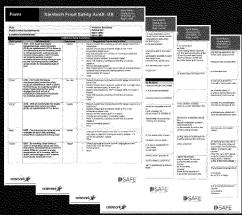
#### LEVERAGE COLLABORATIVE EXPERTISE

A collaborative nature that embraces continual learning, progress, and seeks complementary partnerships

## **QUALITY ASSURANCE REVIEW**

THE FOOD SAFETY QUALITY ASSURANCE REVIEW (QAR) IS A STANDARDIZED PROCESS TO ENSURE ARAMARK PERFORMS AT THE HIGHEST LEVELS OF SAFETY ACROSS OUR PORTFOLIO.



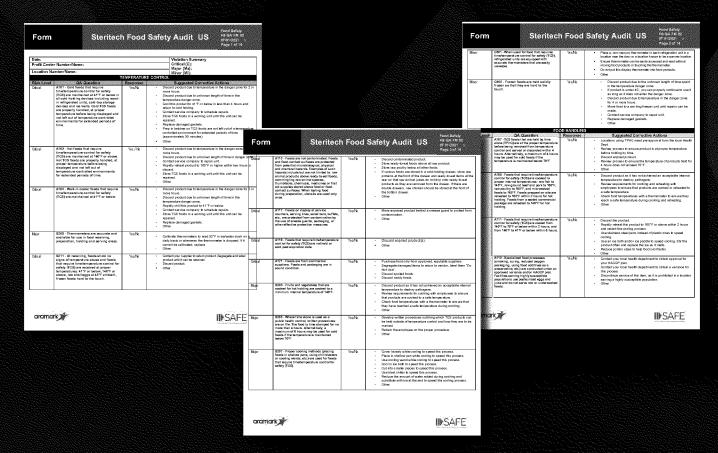


#### Steritech

The Steritech Institute® is composed of food scientists, dietitians, certified health professionals, and microbiologists who provide continual technical enhancements and resources for program development and assistance.

#### QUALITY ASSURANCE REVIEW CHECKLIST

There is a stringent process for ensuring quality in all aspects of the food and beverage process that encompasses the entire workday. In addition, the following is a portion of the quality assurance review that is completed monthly by our on-site team as well as our partner Steritech.



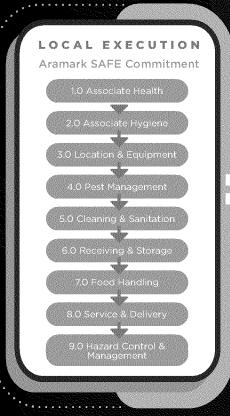
## **GLOBAL & LOCAL RESOURCES**

INFRASTRUCTURE, INDUSTRY PERSPECTIVE, TOOLS AND TECHNOLOGY, AND UP TO THE-MINUTE ADVANCES ARE THE VALUABLE ASSETS ARAMARK'S DEDICATED RESOURCES OFFER.

## CORPORATE AND REGIONAL RESOURCES

- Consider Local Safety Leader
- \* Licensed Sanitarians
- Registered-Détritant
- Insurance Specialists
- Fire and Loss Prevention
- Furchasing Auditor:
- Specialists
- Legal
- Security

The district safety manager, would provide safety leadership oversight to the Convention Center. In addition, we would also identify an on-site safety leader specific to your venue.



#### SUPERIOR QUALITY ASSURANCE RESULTS

- √ Increased Financial Returns
- √ Best In Class Metrics
- √ Accredited Safe Workplace
- √ High Focus Groups Ratings
- √ Satisfactory Health Inspections
- √Instant Access to Regional Resources

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Click Here to Navigate Back to the Table of Contents

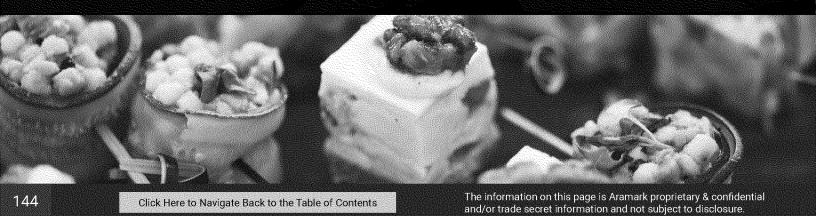
## **ARAMARK SUPPLY CHAIN**

Aramark's supply chain resources, relationships, and experts are unparalleled in the industry. From lowest cost pricing to vetting qualified suppliers, this capability is another advantage our strength and experience offer.

With more than 450 food and non-food manufacturer supply agreements, and several preferred national distributor partners, Aramark provides our local teams with world-class sourcing capability. This supply chain model has created the best total procurement solution, enabling us to access the best products at the best price. It also gives us the flexibility to work with local brands and suppliers while ensuring the highest standards of quality and safety.

It's is core to our mission and vision to provide a selection of menu items prepared with fresh, locally sourced ingredients. For this reason we have close relationships with our purveyors—farmers, ranchers, and fishers—as well as with some of the small sustainable distribution companies that support the local sustainable food system when possible. Aramark's commitment to local food product sourcing is strong and growing every year.

Although Aramark offers extensive national supply chain resources to ensure best possible pricing and most qualified suppliers, decisions continue to be made at the local level in conjunction with you and your team.



# 5. COMMISSION CLICK HERE TO NAVIGATE BACK TO THE TABLE OF CONTENTS

#### OKALOOSA COUNTY BOARD OF COUNTY COMMISSIONERS ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC FINANCIAL PROPOSAL

In response to RFP TDD 23-23, Aramark Sports and Entertainment Services, LLC ("Aramark") is pleased to present to the Okaloosa County Board of County Commissioners ("Okaloosa County") the following financial proposal to be the provider of food and beverage services/catering (the "Services") at the Destin-Fort Walton Beach Convention Center (the "Facility"). Upon Okaloosa County's agreement to the terms set forth in this proposal, the parties will enter into a definitive agreement incorporating its terms (the "Agreement").

#### Term

Aramark proposes a term of three (3) years with an estimated start date of January 3, 2024. The term of the Agreement may be renewed for one additional two (2) year period.

#### Investment

Aramark shall contribute an annual investment of \$75,000 to the County during the initial term of this agreement and for each year that the term of the agreement is extended. The maximum investment hereunder shall be \$375,000 if the term of this agreement is extended for all five (5) years (the "Investment Funds").

- Each \$75,000 investment will be amortized on a monthly straight-line basis from the date of disbursement that each investment is made through the end of it corresponding annual term.
- Upon consent of Aramark, the investment funds shall be used by the County for enhancements of food and beverage/catering services at the Facility. Such consent shall not be unreasonably withheld.
- In the event the agreement is terminated without cause by either party prior to the full amortization of the investment funds, the County will reimburse Aramark an amount equal to the then unamortized balance of the investment funds (the "Termination Payment").

#### **Commissions**

Aramark will pay commissions to Okaloosa County equal to a percentage of Gross Receipts (as defined below and outlined below).

| Gross Receipts            | % of Gross Receipts |
|---------------------------|---------------------|
| \$0 - \$500,000           | 23.0%               |
| \$500,001 - \$1,000,000   | 27.0%               |
| \$1,000,001 - \$1,500,000 | 32.0%               |
| \$1,500,001 – and up      | 35.0%               |

The above tiers will be in place for the first year of the agreement. These Gross Receipt tiers will then be adjusted by CPI in year two (2) of the agreement and for each year thereafter. The above commission percentages's will be paid on the incremental tier.

Local Caterer Commission: Local Caterer's, if used for food and beverage service, will pay a commission as a % of Gross Receipts of 25.0% in total, with 20.0% payable to the County and 5.0% payable to Aramark.

Aramark will provide food and beverage services requested by the County at a discount of 30.0% off of normal menu pricing.

#### **Marketing Reserve**

Aramark will contribute two point five percent (2.5%) of annual Gross Receipts to a marketing reserve ("Marketing Reserve"). In the event that the Agreement is terminated or expires for any reason (including an uncured default of Aramark) the balance in the Marketing Reserve will belong to Okaloosa County.

#### **Utility payments**

Aramark will contribute two percent (2.0%) of Gross Receipts to Okaloosa County to compensate the County for electricity, gas and water service.

#### **Definitions**

As used herein, "Gross Receipts" shall mean the annual total revenue received by Aramark from its provision of the Services at the Facility less (a) sales taxes and other direct taxes imposed upon receipts collected from consumers, (b) credit/debit/gift card transaction fees and charges, (c) discounted sales, (d) gratuities retained by employees, and (e) administrative charges, if any.

#### Other Terms and Conditions

- 1. While this proposal is intended to facilitate the parties' continuing discussions concerning the matters described herein, neither this proposal, nor the terms and conditions set forth herein (other than the terms of the immediately following paragraph), shall be binding on any party unless and until such terms are set forth in a binding, definitive agreement (or agreements) executed by all necessary parties. This proposal supersedes and replaces in their entirety any prior proposals submitted by Aramark, whether oral or in writing.
- This proposal and its terms and conditions constitute confidential and proprietary information of Aramark and
  its affiliates and shall be maintained as confidential. This proposal may not be disclosed to any third party, other
  than Okaloosa County's employees, agents and consultants in connection with their evaluation of the transactions
  described herein.

## **EXHIBIT A**

#### **Legal Considerations**

Aramark Sports and Entertainment Services, LLC ("Aramark") is excited by the privileged prospect of providing food and beverage services (collectively, the "Services") to Okaloosa County, Florida (the "County") at the Destin-Fort Walton Beach Convention Center (the "Facility"). Aramark has an existing agreement in place with the County for the provision of Services at the Facility, which was formerly known as the Emerald Coast Convention Center (the "Existing Agreement"). Aramark agrees to use the parties' Existing Agreement, subject to the inclusion of mutually agreeable terms, where applicable. If Aramark's proposal is accepted and determined by the County to merit an award, Aramark respectfully requests and reserves the right to negotiate and include mutually accepted terms to govern the parties' relationship, consistent with the Existing Agreement, the RFP, and Aramark's proposal. It is Aramark's understanding that only terms in the definitive agreement signed by both parties would control the relationship going forward. Aramark's proposal is not an offer that, if accepted by the county, would constitute an agreement binding on Aramark.

# THANK YOUR MOMENT

### Attachment "B" Insurance Requirements

#### GENERAL SERVICES INSURANCE REQUIREMENTS FOR PROFESSIONAL LIABILITY

#### CONTRACTORS INSURANCE

- The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
- 2. All insurance policies shall be with insurers authorized to do business in the State of Florida and having a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
- 3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
- 4. With the exception of Workers' Compensation policies, the County shall be shown as an Additional Insured with Endorsement for each policy on the Certificate of Insurance.
- 5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
- 6. The County reserves the right at any time to require the Contractor to provide copies of certificates of insurance to document the insurance coverage specified in this Agreement.
- 7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
- 8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

#### **WORKERS' COMPENSATION INSURANCE**

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

- 2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
- 3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage and a Waiver of Subrogation in favor of the County on the Certificate of Insurance. If there is an existing approved State of Florida Exemption for Workers' Compensation it must be provided to Okaloosa County.

#### BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

#### COMMERCIAL GENERAL LIABILITY INSURANCE

- 1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury liability caused by the Contractor.
- 2. Commercial General Liability coverage shall include the following:
  - 1.) Premises & Operations Liability
  - 2.) Bodily Injury and Property Damage Liability
  - 3.) Independent Contractors Liability 4.) Contractual Liability
  - 5.) Products and Completed Operations Liability
  - 3. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

#### PROFESSIONAL LIABILITY and/or ERRORS AND OMISSIONS LIABILITY

Coverage must be afforded for Wrongful Acts, errors or omissions committed by the Contractor or its employees in performing its professional services under this contract. Contractor must keep insurance in force until the third anniversary of expiration of this agreement or the third anniversary of acceptance of work by the County.

#### INSURANCE LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

LIMIT

| 1  | W1? C  | LIIVIII   |
|----|--|---|
| 1. | Workers' Compensation 1.) State 2.) Employer's Liability | Statutory<br>\$500,000 each accident  |
| 2. | Business Automobile                                      | \$1M each accident (A combined single limit)  |
| 3. | Commercial General Liability                             | \$1M each occurrence<br>for Bodily Injury & Property<br>Damage<br>\$1M each occurrence Products<br>and completed operations |
| 4. | Personal and Advertising Injury                          | \$1M each occurrence  |
| 5. | Professional Liability (E&O)                             | \$1M each claim   |

#### NOTICE OF CLAIMS OR LITIGATION

The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

#### INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by law, Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

#### CERTIFICATE OF INSURANCE

- 1. Certificates of Insurance indicating the project name, number, evidencing all required coverage, and if applicable any State of Florida approved Workers' Compensation Exemption must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County BCC, 5479A Old Bethel Road, Crestview, Florida, 32536.
- 2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day prior written notice of cancellation; ten (10 days 'prior written notice if cancellation is for nonpayment of premium).

- 3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and Addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
- 4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
- 5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
- 6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.

#### **GENERAL TERMS**

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

#### EXCESS/UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

#### Attachment "C"

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

### Attachment "D" Vendors on Scrutinized List Form

By executing this Certificate Aramark Sports and Entertainment Services. the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

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

----- DocuSigned by

| DATE:      | 11/1/2023                         | SIGNATURE:A37247938149480      |
|------------|-----------------------------------|--------------------------------|
|            | oorts & Entertainment Services,LL | C William J Manio<br>NAME:     |
|            |                                   | (Type or Print)                |
| ADDRESS:   | 2400 Market                       | TITLE: Vice President, Finance |
|            | Philadelphia. PA                  | E-MAIL:manion-bill@aramark.com |
|            |                                   |                                |
|            |                                   |                                |
| PHONE NO.: | 215-238-300                       |                                |