

**AGREEMENT BETWEEN BROWARD COUNTY AND CSS OF SOUTH FLORIDA INC. FOR BROWARD COUNTY JUDICIAL CENTER - FOOD SERVICES (RFP # R1350305P1)**

This is an Agreement ("Agreement"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and CSS of South Florida Inc., a Florida corporation ("CSS") (collectively referred to as the "Parties").

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

**ARTICLE 1. DEFINITIONS**

- 1.1 **Board.** The Board of County Commissioners of Broward County, Florida.
- 1.2 **Contract Administrator.** The Director of Facilities Management Division.
- 1.3 **County Administrator.** The administrative head of County appointed by the Board.
- 1.4 **County Attorney.** The chief legal counsel for County appointed by the Board.
- 1.5 **County Business Enterprise or "CBE."** A small business certified as meeting the requirements of Broward County's CBE Program, per Section 1-81 of the Broward County Code of Ordinances.
- 1.6 **Notice To Proceed.** A written authorization to proceed with the project, phase, or task thereof, issued by the Contract Administrator.
- 1.7 **Services.** All work required by CSS under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in Exhibit A.
- 1.8 **Subconsultant or Subcontractor.** A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to County through CSS for all or any portion of the advertised work. The term "Subconsultant" shall include all "Subcontractors" and the term "Subcontractor" shall include all "Subsconsultants."

**ARTICLE 2. SCOPE OF SERVICES**

2.1 CSS shall perform all work identified in this Agreement including without limitation Exhibit A attached hereto and incorporated herein.. The Scope of Services stated in this Agreement is a description of CSS's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CSS impractical, illogical, or unconscionable.

2.2 CSS acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

### **ARTICLE 3. TERM AND TIME OF PERFORMANCE**

3.1 The initial term of this Agreement is three (3) years beginning from January 1, 2017 ("Effective Date"), through December 31, 2019. ("Initial Term"). The continuation of this Agreement beyond the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes, as may be amended from time to time. This Agreement may be renewed for two (2) additional one (1) year periods as provided for in section 3.2 below.

3.2 COUNTY's Purchasing Director may request to renew this Agreement for two (2) additional one (1) year periods subject to CSS's acceptance, satisfactory performance by CSS, and determination that renewal of the Agreement will be in the best interest of COUNTY. COUNTY shall provide written notice of request to renew no less than two hundred and seventy (270) calendar days in advance of the expiration date of this Agreement or any renewal period. CSS shall provide written notice accepting or declining COUNTY's request to renew no less than two hundred and forty (240) days prior to the expiration date of this Agreement or any renewal period. In the event CSS declines to accept or fails to respond to the renewal of the Agreement, COUNTY Purchasing Director may unilaterally extend the Agreement or any renewal period for ninety (90) days beyond the termination date at the terms and conditions in existence at the time of the extension and CSS agrees to accept such unilateral extension.

3.3 All prices, terms, and conditions for the Initial Term shall remain fixed in accordance with the price sheet in Exhibit B.

### **ARTICLE 4. COMPENSATION**

4.1 CSS will pay COUNTY for permitted uses an annual base fee payable in monthly increments. The annual base fee and monthly increments are as set forth in the Price Sheet, attached hereto and incorporated herein as Exhibit B.

4.2 CSS will pay COUNTY an additional percentage of gross sales that exceed the annual base fee amount as set forth in Exhibit B. For the purpose of this contract, annual gross sales will be calculated from January 1<sup>st</sup> through December 31<sup>st</sup>.

4.3 The monthly fees are subject to Florida State sales taxes, currently six percent (6%) and are subject to amendment under Florida law.

4.4 The first monthly payment as set forth in Exhibit B, and applicable sales tax, shall be paid on the Effective Date of this Agreement, January 1, 2017, or within five (5) calendar days after complete execution by the Parties, whichever date is later. Thereafter the required monthly payments shall be made on the first day of each succeeding month commencing on February 1, 2017, for the term that this Agreement remains in effect. CSS shall pay all applicable sales taxes levied or assessed pursuant to this Agreement, and all such payments shall be made payable to the Board of County Commissioners for Broward County, Florida, and delivered to the Contract Administrator.

4.5 CSS will pay the COUNTY an additional Four Hundred Dollars (\$400.00) late fee for any payment from CSS to COUNTY paid five (5) calendar days after the due date, in addition to the monthly amount due to COUNTY.

4.6 CSS shall pay the actual electric usage for the premises on a monthly basis and it will be due on the first of the month following the date of the meter reading. Usage will be calculated by the reading of the sub-meter installed specifically for this location. Monthly meter readings will be taken by Broward County Facilities Maintenance Division personnel and will be multiplied by the average cost per KWH for the entire building.

4.7 Should CSS's utility payment be five (5) calendar days late, CSS shall pay COUNTY an additional One Hundred Dollars (\$100.00) late fee.

4.8 CSS agrees to pay to COUNTY Three Hundred Dollars (\$300.00) per month for trash removal; due on the first of each month effective on January 1, 2017, or within five (5) calendar days after complete execution by both Parties, whichever date is later. Thereafter the required monthly payments shall be made on the first day of each succeeding month commencing on February 1, 2017, for the period this Agreement is in full force and effect.

4.9 All payments for monthly fees, utilities, and trash shall be paid to COUNTY on separate checks.

4.10 Any checks that are returned for insufficient funds shall be a default of this Agreement. CSS shall be responsible for reimbursing COUNTY for any charges related to collection of said fees.

4.11 All expenses incurred by CSS in connection with this Agreement and the operation of the food service business shall be the sole responsibility of CSS. No amount shall be paid to CSS to reimburse its expenses. CSS is required to pay all costs and expenses required to keep the business operating and to keep Premises safe, clean and fully operational as a food service location.

## **ARTICLE 5. INDEMNIFICATION**

CSS shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of CSS, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, CSS shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CSS under this Agreement may be retained by County until all of County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

#### **ARTICLE 6. INSURANCE**

6.1 CSS shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit D in accordance with the terms and conditions stated in this Article.

6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CSS shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is "Broward County." This official title shall be used in all insurance documentation.

6.3 Within fifteen (15) days of notification of award, CSS shall provide to County proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. CSS shall provide certified copy of any policies required by the Article upon request by County. Coverage is not to cease and is to remain in force until County determines all performance required of CSS is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of all Services unless a different time period is stated in Exhibit G. County shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to County upon expiration.



6.4 If CSS uses a Subcontractor, CSS shall ensure that each Subcontractor names "Broward County" as an additional insured under the Subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

#### **ARTICLE 7. TERMINATION**

7.1 This Agreement grants no estate or leasehold interest in the Premises.

7.2 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at County's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.3 This Agreement may be terminated for cause for reasons including, but not limited to, CSS's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CSS is placed 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 if CSS provides a false certification submitted pursuant to Section 287.135, Florida Statutes. This Agreement may also be terminated by the Board:

7.3.1 Upon the disqualification of CSS as a CBE by County's Director of Office of Economic and Small Business Development ("OESBD") if CSS's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by CSS;

7.3.2 Upon the disqualification of CSS by County's Director of OESBD due to fraud, misrepresentation, or material misstatement by CSS in the course of obtaining this Agreement or attempting to meet the CBE contractual obligations;

7.3.3 Upon the disqualification of one or more of CSS's CBE participants by County's Director of the OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was misrepresented by CSS or such participant;

7.3.4 Upon the disqualification of one or more of CSS's CBE participants by County's Director of the OESBD if such CBE participant attempted to meet its CBE contractual obligations through fraud, misrepresentation, or material misstatement; or

7.3.5 If CSS is determined by County's Director of the OESBD to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the CBE status of its disqualified CBE participant.

7.4 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.5 In the event this Agreement is terminated for convenience by County, CSS shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CSS acknowledges that it has received good, valuable and sufficient consideration from County, the receipt and adequacy of which are, hereby acknowledged by CSS, for County's right to terminate this Agreement for convenience.

7.6 In the event this Agreement is terminated for any reason, any amounts due CSS shall be withheld by County until all documents are provided to County pursuant to Section 9.1 of Article 9.

7.7 CSS agrees that upon expiration of this Agreement, or upon the termination of this Agreement, it will, upon written notification by certified United States mail, peaceably surrender and deliver the Premises to County, its agents or assigns. CSS further agrees that it will leave the Premises in the condition existing at the commencement of this Agreement, subject to reasonable wear and tear during the term of this Agreement and to verification by a representative of County inspecting the Premises.

#### **ARTICLE 8. EEO AND CBE COMPLIANCE**

8.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CSS shall comply with all applicable requirements of the County's CBE Program as established by Broward County Business Opportunity Act of 2012, Section 1-81, Broward County Code of Ordinances (the "Act"), in the award and administration of this Agreement.

CSS shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26.

Failure by CSS to carry out any of the requirements of this Section shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

8.2 Although no CBE goal has been set for this Agreement, County encourages CSS to give full consideration to the use of CBE firms to perform work under this Agreement.

#### ARTICLE 9. MISCELLANEOUS

9.1 Rights in Documents and Work. Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of County, and, if a copyright is claimed, CSS grants to County a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CSS, whether finished or unfinished, shall become the property of County and shall be delivered by CSS to the Contract Administrator within seven (7) days of termination of this Agreement. Any compensation due to CSS shall be withheld until all documents are received as provided herein. CSS shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.2 Public Records. County is a public agency subject to Chapter 119, Florida Statutes. To the extent CSS is a contractor acting on behalf of County pursuant to Section 119.0701, Florida Statutes, CSS shall:

9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by County were County performing the services under this Agreement;

9.2.2 Provide the public with access to such public records on the same terms and conditions that County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

9.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

9.2.4 Meet all requirements for retaining public records and transfer to County, at no cost, all public records in possession of CSS upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to County in a format that is compatible with the information technology systems of County.

The failure of CSS to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and County shall enforce the default in accordance with the provisions set forth in Section 7.1. CSS shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.3 Audit Rights, and Retention of Records. County shall have the right to audit the books, records, and accounts of CSS and its Subcontractors that are related to this Agreement. CSS and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement and performance thereunder. All books, records, and accounts of CSS and its Subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CSS or its Subcontractor, as applicable, shall make same available at no cost to County in written form.

CSS and its Subcontractors shall preserve and make available, at reasonable times within Broward County for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. County audits and inspections pursuant to this Section may be performed by any County representative (including any outside representative engaged by County). County reserves the right to conduct such audit or review at CSS's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this Section discloses overpricing or overcharges to County of any nature by the CSS in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of the County's audit shall be reimbursed to the County by the CSS in addition to making adjustments for the overcharges. Any adjustments and/or payments due as a result of such audit or inspection shall be made within thirty (30) days from presentation of County's findings to CSS.

CSS shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

9.4 Truth-In-Negotiation Representation. CSS's compensation under this Agreement is based upon representations supplied to County by CSS, and CSS certifies that the information supplied, including without limitation in the negotiation of this Agreement, is accurate, complete, and current at the time of contracting. County shall be entitled to recover any damages it incurs to the extent such representation is untrue.

9.5 Public Entity Crime Act. CSS represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and

represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CSS further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CSS has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, County shall have the right to immediately terminate this Agreement and recover all sums paid to CSS under this Agreement.

9.6 Independent Contractor. CSS is an independent contractor under this Agreement. In providing Services under this Agreement, neither CSS nor its agents shall act as officers, employees, or agents of County. CSS shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

9.7 Third Party Beneficiaries. Neither CSS nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail with a contemporaneous copy via e-mail to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this Section.

FOR COUNTY:

Broward County Facilities Management Division  
Attn: Director  
Governmental Center, Room 501  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Email address: SCAMPBELL@broward.org

FOR CSS:

CSS of South Florida Inc.  
Attn: Alirio Silva Jr., President  
3227 SW 60<sup>th</sup> Court  
Miami, FL 33155  
Email address: juniorscatering@aol.com

9.9 Assignment and Performance. Except for subcontracting approved in writing by County at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CSS without the prior written consent of County. If CSS violates this provision,



County shall have the right to immediately terminate this Agreement. CSS represents that each person and entity that will provide services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render services. CSS agrees that all services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

9.10 Conflicts. Neither CSS nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CSS's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. None of CSS's officers or employees shall, during the term of this Agreement, serve as an expert witness against County in any legal or administrative proceeding in which he, she, or CSS is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CSS or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. In the event CSS is permitted pursuant to this Agreement to utilize Subcontractors to perform any services required by this Agreement, CSS shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as CSS.

9.11 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.12 Compliance with Laws. CSS shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.13 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.14 Joint Preparation. This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

9.15 Interpretation. The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

9.16 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 9 of this Agreement, the provisions contained in Articles 1 through 9 shall prevail and be given effect.

9.17 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CSS AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

9.18 Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CSS or others delegated authority or otherwise authorized to execute same on their behalf.

9.19 Prior Agreements. This Agreement represents the final and complete understanding of the parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

such construction work. CSS shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete the requirements set forth in Exhibits B and C.

9.25 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

9.26 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of Section 16½-157 of the Broward County Code of Ordinances, which requires County contractors to provide benefits to domestic partners of their employees, CSS agrees to fully comply with Section 16½-157 during the entire term of the Agreement. If CSS fails to fully comply with that section, such failure shall constitute a material breach which shall allow County to exercise any remedy available under this Agreement, under applicable law, or under section 16½-157. For that purpose, the contract language referenced in Section 16½-157 is incorporated herein as though fully set forth in this paragraph.

9.27 Drug-Free Workplace. It is a requirement of County that it enter into contracts only with firms that certify the establishment of a drug-free workplace in accordance with Chapter 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by CSS shall serve as CSS's required certification that it has a drug-free workplace program in accordance with Section 287.087, Florida Statutes, and Chapter 21.31(a)(2) of the Broward County Procurement Code, and that it will maintain such drug-free workplace program for the full term of this Agreement.

9.28 Contingency Fee. CSS represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for CSS, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If County learns that this representation is false, County shall have the right to terminate this Agreement without any further liability to CSS. Alternatively, if such representation is false, County, at its sole discretion, may deduct from the compensation due CSS under this Agreement the full amount of such fee, commission, percentage, gift, or consideration.

9.29 Use of County Logo. CSS shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD County through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 13 day of December, 2016, and CSS, signing by and through its President, duly authorized to execute same.

COUNTY

ATTEST:

  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

Insurance requirements approved by Broward  
County  
Risk Management Division:

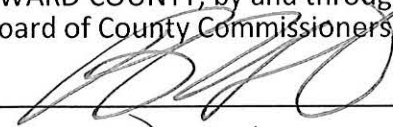
By:  11/4/16  
Risk Management Division

Name: Jacqueline A. Blinn

Title: Risk Insurance and

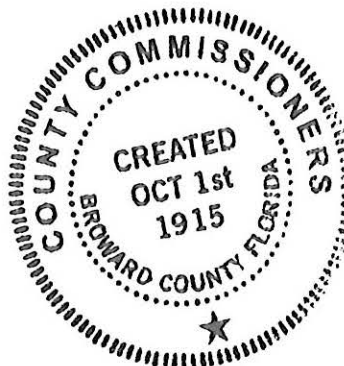
Contracts Manager

BROWARD COUNTY, by and through  
its Board of County Commissioners

By:   
13 day of December, 2016

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By:  11/8/16  
Michael J. Kerr (Date)  
Deputy County Attorney



AGREEMENT BETWEEN BROWARD COUNTY AND CSS OF SOUTH FLORIDA INC. FOR BROWARD  
COUNTY JUDICIAL CENTER - FOOD SERVICES (RFP # R1350305P1)

CSS

CSS of South Florida, Inc.

WITNESSES:

[Signature]

[Signature]

By [Signature]  
Alirio Silva, President

3 day of Nov., 2016

(SEAL)



**Exhibit A – Scope of Services  
General Specifications and Requirements**

CSS and County agree that CSS shall provide the following Services under this Agreement:

**1. DESCRIPTION AND USE OF PREMISES**

- A. CSS shall use certain COUNTY property located at the Broward County Judicial Complex (BCJC), 201 SE 6 Street, Fort Lauderdale, ("Premises") for the sole purpose of providing food services. CSS shall use the Premises exclusively in a cafeteria-style food service operation; and, at a minimum, shall provide the following:
  - i. Restaurant furniture for public use, including patron tables and chairs.
  - ii. Equipment furnishings for operation
  - iii. Cash register(s).
  - iv. Credit card processing equipment.
  - v. Food service equipment and supplies.
  - vi. Propane, if desired or required
  - vii. Trash and recycling containers.
  - viii. Condiment and utensil stations.
  - ix. Professionally printed menu boards.
- B. CSS shall submit an inventory of the items being brought into the Premises for COUNTY approval. The submittal shall include specification sheets and/or mock ups.
- C. CSS agrees that prices charged for food and beverages shall not exceed regular retail prices.
- D. CSS agrees to provide a fast service line during peak hours (7 am to 9 am and 11 am to 1 pm) so customers purchasing pre-made and pre-packaged food can be processed quickly.
- E. The CSS agrees and understands that this agreement shall be an arrangement for BCJC and shall not be considered an exclusive agreement.
- F. CSS agrees and understands that vending services in the portions of the BCJC outside of the boundaries of the Premises are not a part of this contract.
- G. CSS shall accept cash, credit cards and debit cards for payment as a convenience to its customers.
- H. CSS shall provide on-site managers and adequate staffing to maintain service during hours of operation, particularly, during the morning and lunch periods. Forty-two and one half (42 ½) hours each week shall be the minimum hours of operation, specifically, 7:00 a.m. to 3:30 p.m., Monday through Friday. Any request for modifying the hours or days of operation shall be submitted in writing to the Contract Administrator or Designee and shall require prior written approval.
- I. The CSS shall not utilize the complex for any use other than as described in Section 1A above without prior approval from the Contract Administrator.
- J. CSS shall ensure that adequate staff is available to receive and process deliveries. Such deliveries may be made after 9:00 a.m. and prior to 3 p.m. through the shipping and receiving area loading dock of the East Wing. Broward Sheriffs' Office will scan

all deliveries through the magnetometer at the loading dock. COUNTY Building staff will not accept food services deliveries or assume any responsibility for food services products left unattended.

- K. CSS will provide, at a minimum, tea and coffee (decaf and regular), sugar, sugar substitutes, creamers, cups; any combination of danishes, donuts, bagels, muffins, toast, soft drinks, milk, juice, water; any combination of salads, soups, sandwiches, fruit, yogurt; and any combination of packaged candy (except gum), cookies, and ice cream.
- L. CSS shall not sell, dispense or permit on Premises any alcoholic beverages.
- M. CSS shall provide management of the outdoor street vendor(s), if any, operating on the BCJC grounds. The quantity shall be limited to two (2) and they shall be required to possess proper licensing and insurance.
- N. CSS shall ensure its employees are accountable for providing a positive customer experience. Employees are to be kind, tolerant, responsive and efficient, striving to go above and beyond any customer's request. CSS's employees are to strive to keep a positive attitude and work to improve the quality of service for Broward County's citizens and visitors.
- O. CSS shall perform and provide background checks on all of its employees, agents, and sub-contractors. Refer to Section Exhibit "C" GENERAL SECURITY REQUIREMENTS and CRIMINAL BACKGROUND SCREENING.
- P. CSS covenants that it will not, without COUNTY's written consent, permit the Premises to be used or occupied by any person, firm, entity, or corporation other than CSS and its agents. CSS further covenants that no nuisance or hazardous trade or occupation shall be permitted or carried on, in, or upon the Premises. No act shall be permitted, and nothing shall be kept in or about the Premises which will increase the risk of any hazard, fire, or catastrophe, and no waste shall be permitted or committed upon or any damage done to the Premises. CSS shall not permit the Premises to be used or occupied in any manner that will violate any laws or regulations of any governmental authority. Contractors and subcontractor(s), if any, must abide by all terms of this Agreement. All subcontracts entered into by CSS shall contain a provision stating that any violation of the terms of this Agreement by CSS's subcontractor(s) will result in immediate cancellation of subcontractor's agreement by CSS.
- Q. CSS may, at its sole cost and expense, advertise and promote the use of its services. CSS may provide visible and attractive signage to draw patrons; Contract Administrator or Designee must approve all signage locations, content, and size. Advertising and other signs are not allowed to be hand written.
- R. CSS acknowledges and agrees that there is construction underway to expand and modify the BCJC, which involves work in the existing East Wing. It is expected that this work will continue during the term of this Agreement. Additionally, CSS acknowledges and agrees that during this construction the operation of the premises may be affected and reconfiguration of the space may be required.

## **2. UTILITIES**

- A. CSS shall be responsible for any and all costs associated with bringing and using necessary utilities, including, but not limited to, telephone services, gas and electricity to the licensed Premises. Work must be performed by a contractor

approved by the Contract Administrator or Designee.

- B. If gas operated equipment is desired, CSS agrees to utilize natural gas provided via the main line on the property. CSS will need to have a separate gas meter and pay for all of CSS's gas usage.

*X amf*  
3. TRASH REMOVAL

- A. CSS shall be responsible for agreed upon costs associated with trash removal.

4. RECYCLING

- A. CSS agrees to actively participate in recycling efforts in the Premises by providing recycling containers in the dining room and kitchen and by training CSS employees on what can and cannot be recycled. Items placed into the recycling containers will be correctly transitioned to the main recycling bins on the East Wing loading dock.

5. REPORTING

- A. CSS shall electronically submit a monthly report of gross revenues for the Premises. At a minimum, the report shall be on an Excel spreadsheet that contains the month, day, year, daily gross revenue, daily tax revenue, daily net revenue (after sales tax), daily number of patrons (sales tickets), and grand totals of each column for the month. This report shall be submitted electronically to the Contract Administrator's designee by the fifth day of the following month.

6. MAINTENANCE / REPAIRS OF PREMISES

- A. COUNTY is responsible for maintaining, repairing and replacing, as needed, the existing HVAC, electrical, plumbing and structural systems, painting of walls, replacing ceiling tiles and bathroom fixtures for the Premises. This includes existing light fixtures and existing plumbing fixtures. Repair or replacement will be determined by COUNTY.
- B. COUNTY is responsible for replacement of stained or deteriorated ceiling tiles; for painting or staining of existing building surfaces that are currently painted or stained; for repair of existing doors, door hardware and windows; and for replacement or repair of existing floor and wall tiles. Timing and frequency of these activities will be determined by COUNTY.
- C. CSS is authorized to enter the Premises at all times, via established entry points, to access its equipment and the Premises. CSS shall notify COUNTY's Contract Administrator or Designee in advance prior to performance of any maintenance and/or repair activities.
- D. CSS is responsible for cleaning all areas within the Premises, including, but not limited to, walls, floors, ceilings, ceiling tiles, windows, plumbing fixtures, restrooms, furniture, kitchen equipment and any other surface that is readily visible or made

visible by movement of food service equipment, furniture or other non-structural items.

- E. CSS must submit product and safety data sheets for all chemicals used in the Premises to COUNTY for approval. Chemicals must comply with Leadership in Energy and Environmental Design (LEED) Operations + Maintenance: Existing Buildings v. 2009 Indoor Environmental Quality (IEQ) Credit 3.3 Green Cleaning - Purchase of Sustainable Cleaning Products and Materials. CSS is to e-mail copies of the product and safety data sheets to the Contract Administrator or Designee.
- F. CSS is responsible for maintaining, repairing and replacing, as needed, all equipment and other items brought into the Premises by CSS.
- G. CSS is responsible for proper food disposal methods to avoid clogging drain lines. Costs COUNTY incurs related to clearing drain lines clogged by food service debris will be reimbursed by CSS to COUNTY.
- H. CSS is responsible for an annual certification, maintenance, repair and replacement of the stove hood and its associated fire control systems. CSS is to e-mail copies of the annual certification service ticket to the Contract Administrator or Designee to confirm service was provided.
- I. CSS shall keep the Premises in a fireproof, clean, safe, and sanitary condition. CSS agrees to perform the following:
  - i. Completely pump grease traps to remove grease mat, liquids, and solids from walls, screens, baffles, and air relief chambers at least twice per year.
  - ii. Commercially wash down tile walls and deep clean tile floors, and baseboards on a quarterly basis. CSS is to e-mail the date of this service to the Contract Administrator or Designee so COUNTY can inspect and confirm completion of work.
  - iii. Regularly bus food services seating area and immediately clean up spills and messes in that area.
  - iv. Remove and crush all boxes, cartons, barrels, or other similar items so as not to remain in view and become an eyesore in the public area. Cardboard boxes are to be crushed or flattened.
  - v. Ensure trash containers do not become overfilled during hours of operation and remove food service area trash to the East Wing loading dock trash compactor on an as required basis, but not less than daily. (No trash may remain overnight in the food services area.)

- vi. Ensure recycling containers do not become overfilled during hours of operation and remove food service area recycling to the East Wing loading dock recycling area on an as required basis, but not less than daily. (No recycling may remain overnight in the food services area.
- vii. Maintain all areas daily.
- viii. At a minimum, have kitchen and dining area serviced monthly by a licensed pest control company. CSS is to e-mail copies of the pest control service ticket to the Contract Administrator or Designee monthly to confirm service was provided. COUNTY will conduct an inspection of the Premises on a quarterly basis.

## **7. QUALITY AND PERFORMANCE STANDARDS**

- A. CSS shall submit a quality control plan. The plan shall specify how the CSS shall assure quality and timeliness of services. The plan shall provide a basis for the Contract Administrator or Designee to evaluate the quality and timeliness of the contractor's performance. The oversight provided will help to ensure that required service levels are maintained throughout the contract term. Further, this plan shall provide provisions so the Contract Administrator or Designee is able to proactively avoid unacceptable or deficient contractor performance, and provide verifiable input for performance evaluation required for any renewal period.
- B. CSS's performance standards shall address issues such as food preparation and quality; menu planning; portion sizes; personnel qualifications and continued training requirements; inspections and oversight; cleaning and sanitation; and equipment maintenance. These standards shall, as appropriate, identify schedules and time frames; designate responsible parties; describe performance measurement and evaluation tools; and reporting schedules.
- C. The CSS's Quality Control & Performance Plan shall be attached to this agreement as Exhibit A, Attachment "B".

## **8. ALTERATIONS AND IMPROVEMENTS TO PREMISES**

- A. CSS shall not make any alteration, adjustment, partition, addition, or improvement to the licensed Premises or any part thereof without obtaining the prior written consent of CONTRACT ADMINISTRATOR. All requests by CSS shall be in writing and shall contain all pertinent plans and specifications. All alterations, adjustments, partitions, additions, or improvements shall remain the exclusive property of COUNTY. All such alterations or improvements shall be made at CSS's sole cost and expense.
- B. CSS must replace the existing food service line and counter area in premises and glass partition between food grill and patrons. Design, procurement and



construction must be complete within 90 days of EFFECTIVE DATE. The number of days allowed to complete this work can only be extended by the number of days required for permitting, if any. If work is not completed within these parameters, CSS will pay COUNTY \$25 per calendar day until the work is complete. This payment will be submitted with the other monthly payments.

**9. DAMAGE TO PREMISES**

- A. COUNTY agrees that all personal property placed upon the premises shall remain the property of CSS, and shall be placed upon the property at the risk of CSS.
- B. CSS shall give to COUNTY, or its agents, prompt written notice by certified mail of any occurrence, incident or accident occurring on the premises.
- C. In the event any damages should occur to the premises, CSS shall promptly notify COUNTY and shall repair and restore the premises to its condition prior to the execution of this Agreement by COUNTY.
- D. All costs of repair and restoration necessitated by damage to the premises shall be borne entirely by CSS.
- E. If CSS actions or inactions cause damage to areas outside of the premises, all costs of repair and restoration necessitated by that damage shall also be borne entirely by CSS.

**10. INSPECTIONS**

- A. COUNTY or its agents, or any authorized employee of its agent, may enter upon the Premises without notice to CSS's designated representative to examine the Premises to determine if CSS is properly maintaining the premises according to the terms and conditions of this Agreement.

**11. ADDITION/MODIFICATION OF LOCATIONS OR SERVICES**

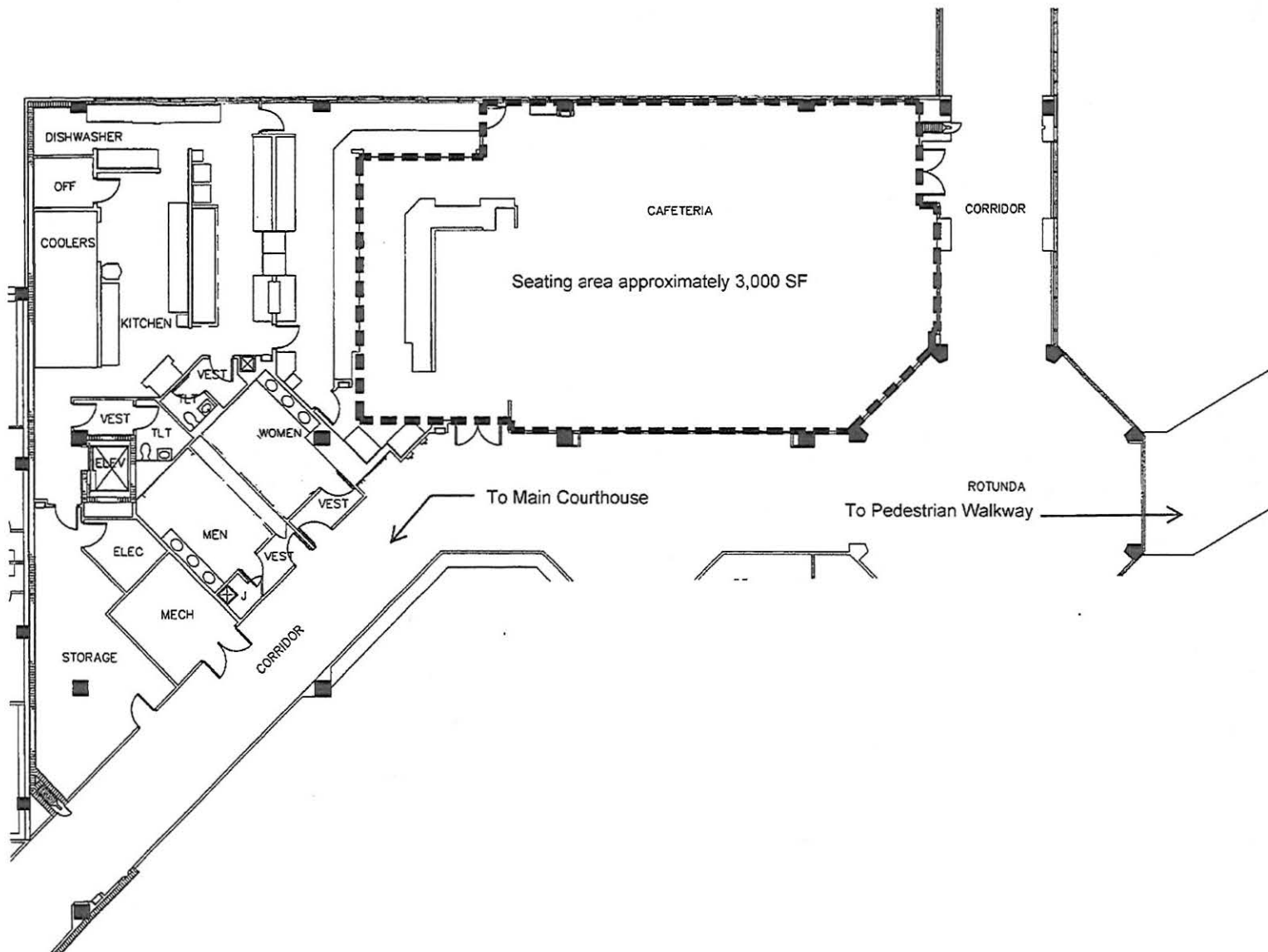
- A. COUNTY reserves the right to add locations to this contract as these additional locations may be acquired. Locations to be added may include, but are not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that the COUNTY makes significant structural changes to an existing facility that impacts CSS's cost in providing the food service anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.
- B. Calculating the pricing for the existing service and applying it to the areas subject to adjustment may be used to determine incremental adjustments in cost due to expansions or contractions of existing facilities. In the event the areas added or subtracted are not comparable in service needs to the existing areas covered under

the agreement an appropriate adjustment may be made with the recommendation of the Contract Administrator and approval of the Purchasing Director.

- C. In the event COUNTY wishes to add/modify locations or services under the Contract, a proposal may be solicited from CSS in good standing for the new/modified location or services.
- D. Pricing will be negotiated by the Contract Administrator and a Purchasing representative, based upon pricing in the contract for a location with similar requirements. If the COUNTY is not satisfied with the results of the negotiation, the COUNTY may solicit proposals from other contractors currently providing service to other groups under comparable COUNTY food services contracts. In the event only one contractor is providing service the new requirements may be filled with a new solicitation.
- E. The Purchasing Director must approve any adjustment in price.

Attachment "A"

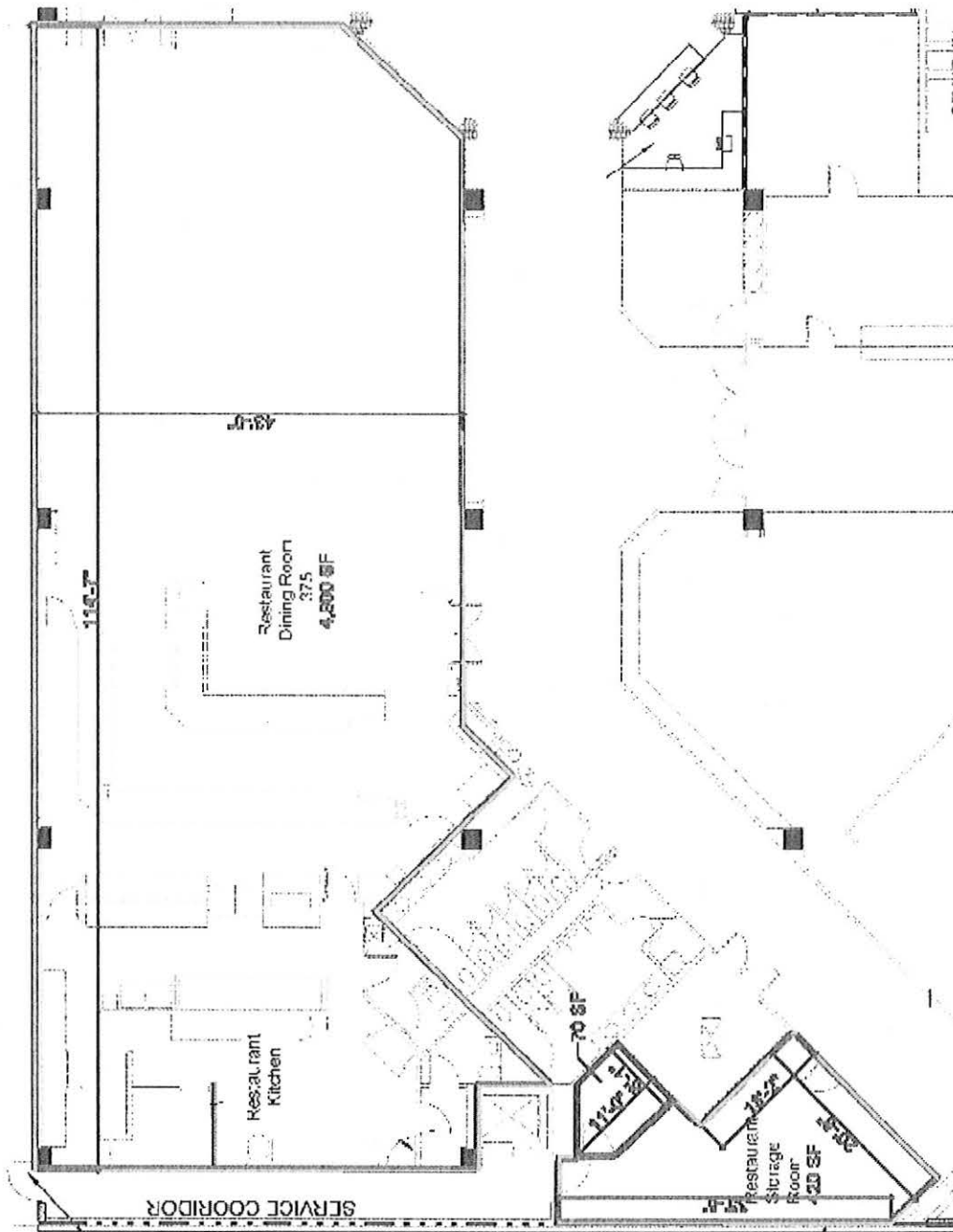
East Wing of Courthouse - 3rd Floor cafeteria area



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Exhibit 2 - Map



Bid R1350303P1

Broward County Board of  
County Commissioners

BROWARD BCJC - CAFETERIA  
East Wing #375  
BROWARD COUNTY  
11/24/2016

**Attachment "B"**

**CSS's Quality Control & Performance Plan**



## Concession Service Systems

### Subcontractors

CSS currently contracts with Miami Restaurant and Repair for its service and maintenance needs. Miami Restaurant Equipment, Inc is a full-service supplier in the restaurant industry serving Miami area food industry for more than 25 years.

Miami Restaurant and Repair, located at 7150 NW 77<sup>th</sup> Terrace Medley, FL 33166 provides Concession Service Systems with the following services:

- Refrigeration and cooking equipment
- General equipment maintenance
- Hood cleaning
- Fire suppression maintenance
- Any general restaurant equipment needs

The main contact person for Miami Restaurant and Repair is Alberto Ramirez, President and he may be reached at 305-592-1033 or by email at [mrralbert@aol.com](mailto:mrralbert@aol.com)

### Suppliers List

#### **Sysco**

12500 Sysco Way  
Medley, FL 33178

#### **Coca Cola**

16569 SW 117<sup>th</sup> Ave  
Miami, FL 33177  
305-235-2920

#### **Gordon Food Service (GFS )**

2850 NW 120<sup>th</sup> Terrace  
Miami, FL 33167  
305-685-5851

#### **Cheney Brothers**

One Cheney Way  
Riviera Beach, FL 33404  
561-845-4700

#### **Protanos Bakery**

2201 N. 22 Ave  
Hollywood, FL 33020  
305-944-4825

#### **Freedom Fresh**

8901 NW 33<sup>rd</sup> ST  
Doral, FL 33166  
305-715-5700

## Concession Service Systems

### Recycling Plan

The health of our environment is a reflection of the choices we make. At CSS, we care about the health of the planet and our customers. We care so much that we've chosen to hold ourselves responsible. By being committed to and conscious of our impact on the environment and the consumer, we've set an example for other companies and individuals to follow and we're proud of it.

Concession Service Systems addresses the needs of today's health conscious consumer with concern for both the individual and the environment by supporting organic agriculture and practicing an eco-friendly approach to all our operations. Some examples of our environmental initiatives include:

- Using only eco-friendly cleaners to sanitize our stores.
- Using 100% post-consumer recycled paper in our collateral.
- Donate money to environmental causes in and around our communities.
- Building our restaurants according to LEED (Leadership in Energy and Environmental Design). Certification standards set forth by the United States Green Building Council.
- Using CF (Compact Fluorescent) bulbs in our store which saves on energy consumption.

Environmentally preferable purchasing is part of our long-term commitment to the environment. By sending a clear signal to producers and suppliers about this commitment, we hope to support wider adoption of environmentally preferable products and practices.

Preference is given to purchasing products and services that have the following environmentally friendly attributes with acceptable parameters for price, quality, and delivery. Wherever possible, purchasing decisions will favor products and feedstock's that:

- Maximizes post-consumer recycled content.
- Minimizes packaging and other wastes.
- Minimizes toxicity.
- Are durable and reusable.
- Are more locally available to minimize transportation.
- Are made from sustainably produced materials.
- Are compostable or biodegradable; and
- Conserves energy, water, and other natural resources.
- Reduce pollution from all discharges (releases to air, water, and land)
- Reduce the use of toxic materials hazardous to the environment, employee, and public health.
- Contain the highest possible percentage of post-consumer recycled content, followed by percentage of recycled content.
- Serve several functions (for example, copier/printers, multipurpose cleaners) to reduce the overall number of products purchased.

The goal of this policy is to ensure that products and services purchased or contracted for conform to the goals of our company's environmental policy. We will strive, where feasible, to purchase environmentally preferable products and services to meet the company's office and operational needs.

We will also favor suppliers who strive to improve their environmental performance, provide environmentally preferable products, and who can document the supply-chain impacts of their efforts.

Environmentally preferable products and services that are comparable in quality to their standard counterparts will receive a purchasing preference. In situation where the most environmentally preferable product is unavailable or impractical, secondary considerations will include production methods and the environmentally and socially responsible management practices of suppliers and producers.

### **Alternative for Disposables.**

- Limit amount of paper information.
- For foods being taken out of restaurant, use paper bags and covers only when requested, and then use bags made of unbleached recycled paper with the highest amount of post-consumer recycled content available.
- No paper doilies.
- Water glasses, no paper cups or covers.
- Reduce the price of beverages for consumers who supply their own reusable cups.
- Eliminate the use of lids on disposable cups for beverages consumed in restaurant.
- Use cloth napkins instead of paper.
- Serve milk from self- service machines into reusable cups instead of individual cartons.
- Use reusable towels for cleaning.
- Plastic or linen tablecloths instead of paper placemats.
- Require food preparation staff to wear cloth uniforms, hat and aprons
- Soda fountains instead of individual containers.

### **Reduce, Reuse, Recycle**

- No individual packets of sugar, butter, jam, etc; use refillable condiment dispensers.
- Reuse ice for plants and landscape watering.
- If you serve carbonated beverages from a beverage or dispenser, ask for reusable syrup.
- Canisters rather than the bag in the box alternative.
- Use reusable coasters (or nothing at all) instead of paper napkins when serving beverages.
- Use bulk straw dispensers instead of individually wrapped straws.
- Recycling – Aluminum, bi-metal cans, glass, paper, plastic, cardboard, food scraps and grease.
- Compost or recycle food waste.
- Donate excess food to shelters.
- Menu printed on placemats.
- Advertise without paper, when possible.
- If menu changes frequently or daily specials are offered, use a chalk board or dry erase board.
- Charge a deposit for bottles and cans removed from the area.
- Consider half-portions.
- Recycle, biodegradable, unbleached paper products.
- Share costs of baler with neighboring businesses.
- Use grease traps.
- Note on menu: "If you'd like a glass of water, just ask"
- Avoid using battery- operated appliances.
- Minimize use of supplies, rather than use" as recommended"

## Concession Service Systems

### Facility Maintenance Plan

- Empty and clean all trashcans – daily
- Replace all trashcan liners – daily
- All kitchen equipment to be wiped down – daily
- Sweep all areas – daily
- Clean tabletops within one minutes after use of patrons
- Sanitize all tabletops every 10 – 15 minutes
- Inspect all chairs and benches. Clean as needed
- Inspect wall areas. Clean as needed
- Mop or power scrubs all floors – weekly
- Kitchen Equipment to be serviced every quarter by Miami Restaurant & Repair
- Kitchen Hood Systems to be cleaned 4 times a year ( or as needed )

This will include removing trash/garage from the kitchen and dining areas; washing and sanitizing trash/garbage containers; washing overhead hoods, ducts, pipes and filters; cleaning refrigerator/walk in box floors; washing walls, window, doors and door frames; wet mopping the kitchen and dining area floors with a germicidal disinfectant cleaner; and the proper care and maintenance of the cleaning equipment.

A full time staff person dedicated to janitorial maintenance for the location and tables/seating area.

All employees will go through a through training janitorial procedure.

## **Definitions**

The following "Definitions" are for clarification and understand.

<b>DAMP WIPE</b>	Remove surface dirt with a damp cloth, chamois, mop or other similar item.
<b>DISINFECT</b>	Wash or spray with a fluid containing disinfectant.
<b>DUST</b>	Remove surface dirt with a treated cloth, lamb's wool duster or other similar Item
<b>POLISH</b>	Clean with a polishing compound, or rub (waxed surface) with a dry cloth
<b>SPOT CLEAN</b>	Remove spot, fingerprints and other isolated defacements by washing or by using a commercial cleaning compound
<b>SWEEP</b>	Remove surface dirt with a broom, treated dust mop or mechanical sweeper.
<b>VACUUM CLEAN</b>	Remove surface and/or imbedded dirt with a suction cleaner.
<b>WASH</b>	Remove dirt and/or other accumulations with detergent, disinfectant, or similar product.
<b>WAX OR FINISH</b>	Apply wax or finish after the surface has been stripped, scrubbed or wet mopped
<b>WET MOP and</b>	Remove dirt with a cotton or nylon mop and water by laying down solution rinsing in two separate operations.
<b>DAMP MOP</b>	Remove dirt with a moist cotton or nylon mop
<b>SPOT MOP</b>	Clean isolated areas after spillage, etc, with damp cotton or nylon mop.
<b>POLICE</b>	Remove cigarette butts, paper cups or other debris between regular cleaning activities.
<b>WIPE</b>	Remove surface dirt with a soft cloth, chamois, or other similar article.
<b>SCRUB</b>	Clean with neutral detergent, scrub brush and floor machine.
<b>STRIP</b>	Remove accumulations of wax or finish and dirt.
<b>GENERAL CLEAN</b>	Applies to give areas (i.e. office, corridors, lobbies, etc.) Includes dusting furniture And furnishings; empty and wipe ash trays and trash receptacles; spot clean walls, Partitions, doors, etc, sweep floors (hard surfaced) and/or vacuum (if carpeted)
<b>CLEAN</b>	Remove dirt, stains, or other extraneous matter.
<b>SEAL</b>	Apply one or more coats of scrubbable floor sealer to floors after stripping operations
<b>SPRAY-BUFF</b>	System of resilient floor maintenance (a cleaning-finish solution is applied in spray form and immediately buffed dry. Scuffs, marks, etc are removed and gloss is restored.

## **Maintenance and Cleaning**

- Complete caulking and weather stripping – installed and maintained.
- White ceilings with least texture reflect the light.
- Service gas boilers and water heaters twice a year.
- Ensure that all refrigeration units are sealed properly in order to contain environmentally harmful coolant.
- Clean furnace filters and tune furnace regularly.
- Service all gas-cooking equipment at least twice a year.
- Use 100% natural, biodegradable pest control and fertilizers.
- Compost or sell clippings as mulch.
- Clean grills and grease filters daily for greater heat transfer.
- Use cleaning products that are non-toxic, phosphate-free and biodegradable.
- Use non-hazardous all-purpose and concentrated cleaners.
- Provide staff with instructions on how to use cleaners.
- Use newspapers with vinegar and water to clean windows.



## Concession Service Systems

### Customer Service Plan-Philosophy

#### Quality Customer Service

Our company defines "quality" as the customer's perception of a delivered service; therefore CSS ensures quality customer service by implementing the following standards:

- Communicating your best though:
  - Your body language
  - The sound and tone of your voice (it's often more important than the words you use)
- Identifying, understanding, and anticipating the needs of your customers by being sensitive to cultural differences.
  - Knowing their time requirements
  - Being attentive
  - Developing the skill to read your customer and understand what your customer may need or want.
- Instilling trust and confidence by:
  - Treating customers with respect and courtesy
  - Making them feel welcome and important
  - Providing a comfortable environment
  - Staying energized and projecting a positive attitude (you never get a second chance to create a positive first impression)
  - Listening
  - Obtaining feedback
  - Sending clear messages
  - Saying the right thing
  - Knowing your business by educating yourself about OHR's services

#### Staff Levels

- Manager
- Kitchen Staff
- Janitorial Staff
- Runner/Labor
- Food Prep

## **Proposed Customer Service / Satisfaction Plan**

CSS will implement and review customer comment cards to determine customer satisfaction.

Customer will be encouraged to complete a short comment card by informing them that a raffle of a "One free week of lunch" will be conducted every three months.

Every three months the data will be reviewed and an action plan developed as follows:

- Problem description
- List all items that needs to be addressed
- Identify the root cause of the problems
- Identify any barriers that could stop the improvement taking place
- Set measurable targets
- Assign people and time scales to the tasks
- Measure and review progress

Comment card will rate the following areas on a scale of:

1. Unacceptable
2. Needs improvement
3. Fair
4. Good
5. Excellent

### **Menus:**

1. Quality of the food
2. Consistency of quality
3. Variety of products
4. Prices

### **Staff and service**

1. Friendly and Courtesy
2. Knowledgeable
3. Prompt

### **Cleanliness**

1. Cafeteria
2. Restrooms

## Concession Service Systems

### Systems for Handling Payments

All purchases will be handled by POS system (Point of Sale). The POS also acts as a register that can handle cash and credit card transactions. This will assist us in properly tracking daily sales, inventory, cash management, credit card transactions, credit card fees, etc. During the seasonal months, Alirio's Inc will contract with a secured logistics supplier to ensure that all monies are safeguarded and deposited safely. The POS has the capability to provide multiple sales reports/figures that are due monthly, quarterly and yearly. It also helps maintain our staffing needs and tracks the number of employee hours.

POSitouch is the original touch screen Point of Sale (POS) for the Restaurant industry. It was developed by two brothers 25 years ago. One was a restaurateur, the other a CPA. The software system is used by such notable chains as Outback Steakhouse, The Cheesecake Factory, Flanagan's because it is unbreakable numerically speaking. All information put into a POSitouch system is accountable.

Here are some of the major administrative tasks POSitouch will accomplish for you.

Order Entry – POSitouch offers you the fastest system to enter your orders. Each screen can contain up to 55 items with an on screen guest check which shows you exactly what you order as you order it. The system allows for specific modifiers per dish, which can drill down 7 levels. This will laser guide your servers and cashiers to enter your customer's orders correctly the first time. There is many other advanced features en the Order Entry module which keeps POSitouch at the forefront of the industry.

Everything put into a POSitouch system is tracked and cannot be deleted from the system. This is not the case with all systems.

Labor Management - Time and Attendance is another strong point of POSitouch. The labor scheduler enables operators to know and budget their weekly or bi-weekly payrolls in advance.

Employees cannot punch in if they are not on the schedule. POSitouch also has grace periods whereby one may set windows for punching in and out by department. An example would be if someone were due in at 10am, they would have a window of ten minutes to punch in, from 9:55 – 10:05 am before or after which they would need to see a manager to approve their punch. This feature greatly curtails tardiness and people punching in early. Advanced features of POSitouch's labor module include reports that detail labor distribution as it relates to sales. These reports give management the tools they need to achieve their labor goals.

Inventory Management – POSitouch's inventory module is integrated. That means it was built from the ground up and included in the original development of the software. It will account for every ingredient of every dish served. It provides you with a true P & L (Profit & Loss) statement weekly that will show operators exactly what their variances are item by item. The Purchase Order (P.O.) report will automatically be produced when items go below its par level. This P.O report serves as a guide for the person who receives your deliveries. The control number (dollar amount) should match the invoice from your purveyor, if not, that person needs to figure out why right there and then and alert management.

Support – Pinnacle Hospitality system has been the exclusive dealer of POSitouch since 1989 here in Florida. We offer Real 24/7/365 support. There are no message takers answering our phones.

Everyone who answers is able to help you resolve your issues then and there. Should they be unable to resolve via phone and internet, they will immediately dispatch one of our technicians to your site who will roll up ready to resolve in a fully stocked van. Our technicians have a lap top on board and know exactly what our phone support people were working on via our company database.

Every call is logged with pertinent notes so he/she can pick up where the other technician left off.

We realize that every minute you are down is a minute too much. Our hardware techs pledge to be on site within 4 hours should phone support be unable to resolve your issue immediately.

iControl – is POSitocuh's reports on steroids! The web based reports will give you a 3 dimensional view of your numbers while enabling you to make decisions quickly as they relate to loss prevention, labor, inventory and product mix sales information. This will put all the above numbers at your fingertips wherever you may be on planet Earth. This service is subscription based after year one.

## Concession Service Systems

### Purchasing Policies

- Purchase local products (cuts down on overall cost to environment from transportation shipping etc.)
- Buy recycled quality, local, bulk, simplicity, energy-efficient, minimal packaging.
- Select vendors who have made environmental considerations.
- Buy recycled paper products.
- Repair equipment rather than buy new and rent equipment that will be rarely used.
- Develop a questionnaire for prospective vendors.
- Require vendors to offer products with minimal packaging.
- Require vendors to pick up packaging the day after delivery.
- Evaluate all packaging coming in to determine parts that could be eliminated or reduced.
- Require all packaging to be made with highest amount of post-consumer recycled content available.
- Return containers to suppliers.
- Exchange chemical drums.
- Contact Buy Recycled Business Alliance for a listing of recycled products.
- Reuse packaging materials.
- Make packaging materials or use shredded paper, popcorn, etc.
- Ask suppliers to investigate use on non-toxic inks for printing on packaging.
- Good planning for ordering, shipping/handling, storage, portion and inventory control.
- Request unwaged, unlined corrugated cardboard containers (totally recyclable)
- When moisture barrier is needed, request a plastic liner which can be removed, or a recyclable alternative.
- Buy in concentrate or bulk form.

## Concession Service Systems

### Proposed Services

CSS will efficiently perform the following Scope of Work:

- Provide full top quality food and beverage services to include an extensive list of menus providing high, nutritional, meals options.
- Ensure prices are fair and remain constant.
- Provide catering services and/or meals during emergency and/or immobilizations.
- Ensure all areas are DA compliant.
- Ensure no alcoholic beverages are sold, served or consumed within the County facility or grounds.
- Issue customer service surveys no less than twice a year to the patrons of the Cafeteria.
- Maintain cafeteria in the same condition, order and repair as at the commencement date.
- Keep a full time on site manager and adequate number of staff.
- Maintain all business licenses, health permits and insurance.
- Ensure that food is stored properly and in designated areas.
- Provide monthly reporting of Cafeteria gross receipts to the county within (10) ten days after the close of each month.
- Perform inventory of food and supplies to make sure sufficient product available at all times.
- Provide janitorial and routine cleaning services.
- Provide extermination services as used in the food industry
- Provide proper trash removal from all point of sales areas to dumpsters and maintain proper grease containers and discard used cooking oils in proper manner.
- Ensure that all operator's employees wear proper uniforms, show visible identification card, be well groomed, wear gloves in food prepare and service/cooking areas and have their hair pulled back and in hair nets.



## Concession Service Systems

### Labor and Training Practices

- All applicants must complete an employment application. The company may also require a resume and letters of reference depending on the position being applied for. An application must be completed before an applicant will be considered a candidate.
- Employee must agree to acknowledge company policies in writing, consenting and passing all necessary drug, background and reference checks and finally any other condition that should be met before the candidate may consider themselves an employee.
- Authorization forms and policies must be signed at this time BEFORE actual work is preformed and before they are sent for a meeting with their new department manager.
- All employees must attend service training and orientation session.
- Labor employees must be able to move items over 100 lbs.
- Employees will be compensated on a bi-weekly basis and will be offered direct deposit services.
- All employees will be on a 6 month probation period.
- Salary increases will take place after one calendar year of employment, unless authorized by Concession Service Systems.
- All Employees will attend a Safe Food Handless Course.
- Will provide on-side staff to perform daily functions as required by the Scope of Services and the Standards of Operations identified in this Lease and Concession Agreement, subject to acceptance by the department.
- Ensure compliance to comply with the Department and other governmental agency identification badge requirements.
- Will ensure payment is submitted with the Monthly Report of Gross Revenues to the Department.
- Will respond to customer/passenger complaints on a timely basis. Ensure customer service program compliance.
- Will coordinate and implement regular employee customer service training programs.
- Will coordinate and maintain general oversight of deliveries of goods and products for the concession operations from any designated on or off-Airport storage area.

- Employee must adhere strictly to uniforms requirements.
- Concession Service Systems will provide uniforms.
- Concession Service Systems is smoke-free and drug-free workplace.
- Employee must go through a level 2 background check.
- Concession Service Systems follows all ADA guidelines.

We will recycle all materials that we would be responsible for in our areas. CSS will provide separate trash receptacles to separate plastic bottles and aluminum from waste. CSS will also make an effort to work with our suppliers to use sellable items that already arrive in recyclable materials. CSS will place all other waste material in contractor bags to significantly reduce the risk of any waste material being exposed to any of the park areas. Certified Green products are readily available by the suppliers that we currently use such as Sysco, HMA and All Florida Paper.

CSS has always had a long standing tradition of excellent customer service. An employee training period is mandatory. Each prospective employee is adequately screened for drugs, criminal records and sexual offender status. An employee handbook has been attached.

CONCESSION SERVICE SYSTEMS. IS A DRUG-FREE WORKPLACE.

Exhibit B – Price Sheet

**PRICE SHEET**  
**Broward County Judicial Center - Food Services**  
**R1350305P1**

Guaranteed Minimum Payment					Must be completed Optional Renewal Years	
	Year 1	Year 2	Year 3		Year 4	Year 5
Monthly	\$7,250.00	\$7,250.00	\$7,350.00		\$7,250.00	\$7,250.00
Annual	\$87,000.00	\$87,000.00	\$88,200.00		\$87,000.00	\$87,000.00
*Aggregate Guaranteed Minimum Annual 3 year Total				\$262,200.00		
<b>Price Points Formula:</b> <b>Proposer's Offer / Highest Proposed Guaranteed Minimum Annual Payment x 30</b> <b>NOTE: All payments are subject to Florida State sales taxes, currently six percent (6 %),</b> <b>subject to amendment</b> <b>under Florida law. Annual sales will be calculated from January 1st through December</b> <b>31st.</b> <b>The Vendor is responsible for paying Sales Tax. (See Special Instruction for additional</b> <b>Tax information)</b>						
<div style="border: 1px solid black; padding: 10px; text-align: center;"> <p><b>Percent of Gross Sales</b></p> <p>Percent (%) of gross sales that exceed Three Hundred and Fifty Thousand Dollars (\$350,000) annually to be paid to Broward County</p> <div style="border: 1px solid black; display: inline-block; padding: 5px;">1.25%</div> </div>						
<p>CSS shall pay the actual electric usage for the premises on a monthly basis. Usage will be calculated by the reading of the sub-meter installed specifically for this location. Monthly meter readings will be taken by Broward County Facilities Maintenance Division personnel and will be multiplied by the average cost per KWH for the entire building.</p> <p>CSS agrees to pay to COUNTY Three Hundred Dollars (\$300.00) per month for trash removal.</p> <p><i>(See Article 4 Compensation for additional information)</i></p>						
Company Name:	CSS of South Florida, Inc. <span style="float: right;">11/18/16</span>					

**EXHIBIT C**  
**GENERAL SECURITY REQUIREMENTS and CRIMINAL BACKGROUND SCREENING**

**A. General Security Requirements and Criminal Background Screening:**

1. All contractor and sub-contractor personnel requiring unescorted access to Broward County facilities must obtain a County issued contractor identification badge (contractor ID badge); except as specifically stated herein.
2. The background screening requirements for obtaining a contractor ID badge will depend on the facility to which unescorted access is being requested. Contract Administrators or designees and contractors may contact Broward County Security at (954) 357-6000 or [FMsecurity@broward.org](mailto:FMsecurity@broward.org) for the required background screening requirements associated with access to specific facilities. Contract Administrators will communicate all current and appropriate requirements to the contractor and sub-contractor throughout the contract period.

**B. General Facilities:**

1. Contractor and sub-contractor personnel servicing and requiring unescorted access to General Facilities must have a County issued contractor ID badge (contractor ID badge) which will be the responsibility of the contractor to obtain. Depending upon the request, the badge may carry electronic access privileges. The badge must be visible and worn at all times together with the contractor's company/business contractor ID badge. Similar to employee security/ID badges, requests for contractor ID badges are initially approved by the requesting agency director or designee and then submitted to Facilities Management Division (FMD) Security for final approval.
2. The issuance of a contractor ID badge for unescorted access to General Facilities requires a "Level 1" FDLE background check, which can be conducted by the Florida Department of Law Enforcement (FDLE). This "Level 1" FDLE background check is the contractor's responsibility and should be included in the bid price. FDLE background checks can be done by the contractor by phone at (850) 410-8109 or online at <https://web.fdle.state.fl.us/search/app/default>
3. Upon completion of the background check, the contractor must attach a copy of the results to the contractor's application for a contractor ID badge. The Project Manager or designee utilizing the service of the contractor will be the "Sponsor" and will either provide the contractor with a Contractor ID Badge Request Form or assist the contractor in completing an on-line application for the County issued contractor ID badge.
4. Requests for a contractor ID badge requiring an FDLE background check may require lengthy processing and review by the Broward Sheriff's Office (BSO). Contractors and subcontractors must therefore submit the request to Broward County Security at least two (2) weeks prior to the start of service by the contractor. When identification badges are ready, Broward County Security will contact the contractor to arrange pick up. Upon pick up, the applicant must present a valid Florida identification and must be accompanied by his or her supervisor. Broward County Security will then supply contractor ID badge valid for the anticipated period within which the work will be performed. The validity period must be clearly stated on the Contractor ID Badge

Request Form; however, the period of validity will not exceed one (1) year. Background checks will be required for renewal of contractor ID badge. At the termination of the contract and separation of employee services, the contractor is responsible for the collection and return of all contractor ID badge to the Project Manager and/or to Broward County Security.

5. Compliance with the County's security requirements is part of the overall contract performance evaluation. Final payment will, in part, be contingent on the return of all contractor ID badges issued to contractor personnel.
6. Broward County Security is located at Governmental Center East, 115 South Andrews Avenue Fort Lauderdale, FL 33301. Telephone (954) 357-6000.
7. All contractors must wear distinctive and neat appearing uniforms with vendor's company name. Sub-contractor personnel must also have Broward County issued contractor IDs and meet the same security requirements and uniform standards as the primary contractor.
8. Contractors will not be allowed unescorted on the job site without proper County issued contractor ID badges.

**C. Facilities Critical to Security and Public Safety:**

Many Broward County government facilities will have areas designated as critical to security and public safety, pursuant to Broward County Ordinance 2003-08 Sections 26-121 and 26-122, as may be amended. The issuance of a contractor ID badge for unescorted access to facilities critical to security and public safety may entail a comprehensive statewide and national background check. Unescorted access to certain facilities occupied by the Broward Sheriff's Office (BSO) and the State Attorney's Office will require a national fingerprint-based records check per the Criminal Justice Information System (CJIS) policy.

A contractor employee found to have a criminal record consisting of felony conviction(s) shall be disqualified from access to the State Attorney's Offices and certain BSO facilities. A contractor employee with a record of misdemeanor offense(s) may be granted access if the System Security Officer (CSO), Terminal Access Coordinator (TAC), and FDLE determines that the nature of the offense(s) do not warrant disqualification. Applicants shall also be disqualified on the basis of confirmations that arrest warrants are outstanding for such applicants.

**D. Contractor Work Crews:**

Background investigations are generally not required for each member of a contractor work crew working on county premises and outside a building or structure. Examples are landscape crews and roofers. If it is necessary to enter the building or structure unescorted, these work crew members should obtain a contractor ID badge. If not, work crew members must be escorted at all times by the project manager, or designee, and must be under the direct supervision of a foreperson for the contractor. The foreperson must be aware of the crew members' whereabouts, has completed the appropriate

background check for the location and type of work being undertaken, and has been issued and is displaying a contractor ID badge.

All members of a night cleaning crew must complete a background investigation appropriate to the requirements of the facility and so should all work crew members not escorted when working at a critical county facility.

Notwithstanding, the using agency is best positioned and suited to determine the safeguards and requirements that should be in place to manage the risks and consequences associated with the roles and activities of contractor, subcontractor, and work crews, when requesting a contractor ID badge. The agency is aware of the characteristics of the client population being served by the classes of persons, the need to safeguard high-value assets, and the requirement to comply with all statutory requirements governing background investigations.

**E. Other Vendors:**

Consultants, delivery personnel, and vending machine operators, without a County issued contractor badge, may obtain a Visitor pass and should be escorted by County personnel when accessing and working in designated non-public and employee work areas at both general facilities and facilities critical to security and public safety.



EXHIBIT D  
INSURANCE CERTIFICATE

Insurance Requirement for Concession Services

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
<b>GENERAL LIABILITY - Broad form</b> <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 1 mil
	Personal Injury		
<b>AUTO LIABILITY</b> <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable APPLICABLE IF USE OF AN AUTOMOBILE IS REQUIRED FOR CONCESSION SERVICES	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 500 k	
<b>EXCESS LIABILITY</b> <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$ 100 k / accident	
<input type="checkbox"/> PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of yrs Deductible not to exceed:	\$ \$	
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value
Description of Operations/Locations/Vehicles: "Broward County" must be certificate holder and endorsed as an additional insured for general liability, excess liability. <b>REFERENCE: Food Services at BCJC-FMD</b>			

NOTE: Workers' Compensation: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.

CANCELLATION: Thirty (30) Day written notice of cancellation is required to the Certificate Holder:

Certificate Holder:  
Broward County  
115 South Andrews Avenue  
Fort Lauderdale, FL 33301  
Attention: Claudja Henry, FMD

Digitally signed by FRANCISCO VASQUEZ  
Date: 2015.04.08 14:38:17 -0400  
Risk Management Division

VALID FOR ONE YEAR FROM THE DATE OF SIGNATURE