AGREEMENT FOR FOOD SERVICE OPERATIONS FOR THE M.C. BLANCHARD JUDICIAL BUILDING (PD 13-14.095)

THIS AGREEMENT is made this 17th day of November, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Legal Eats, Inc. (hereinafter referred to as "Contractor"), a for-profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 47-2221026, whose principal address is 190 Governmental Center, Pensacola, Florida 32502, and whose mailing address is 645 Dye Street, Pensacola, Florida 32534.

WITNESSETH:

WHEREAS, on September 29, 2014, the County issued a Request for Proposals (PD 13-14.095) seeking a vendor to provide food services for the M.C. Blanchard Judicial Building located at 190 Governmental Center; and

WHEREAS, Contractor was the most responsive and responsible vendor proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of food services as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. The term of this Agreement shall commence on December 1, 2014, and continue for a period of four (4) years. Upon mutual agreement, the contract may be renewed for one additional four (4) year term by providing written notice at least sixty (60) days prior to the expiration of the initial term of the agreement.

After exercising all options to renew, the County may unilaterally extend this Agreement for an additional six (6) months. The County shall provide written notice of the desire to extend the agreement no later than sixty (60) days prior to the expiration of the term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of eight (8) years and six (6) months.

3. Scope of Work.

a. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Request for Proposals for Food Service for the M.C. Blanchard

Judicial Building (P.D. 13-14.095), attached hereto as **Composite Exhibit A**, and the Contractor's Proposal dated October 18, 2014, attached hereto as **Composite Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced above and this Agreement, the terms of this Agreement shall prevail.

b. Contractor shall utilize a portion of the M.C. Blanchard Judicial Building referred to as the "Snack Bar," more particularly described in the drawing attached hereto as **Exhibit C**, for the sole purpose of providing food service operations on the premises.

c. The Snack Bar shall be open to the public from the hours of 7:00 a.m. to 5:00 p.m. Monday through Friday. Holidays shall be as designated by the Contract Administrator. For the purpose of this Agreement, the Contract Administrator shall be the County Administrator, or designee. Any changes to the hours of operation shall be by mutual agreement of the parties and reduced to writing as an addendum to the agreement.

d. Contractor shall comply with the Procedures set forth in the Board of County Commissioners Office of Purchasing—Purchasing Procedures, including, but not limited to, Procedure No: PP-221, Contract Administration; PP-250, Vendor Performance Evaluation; and PP-260, Vendors/Suppliers Survey, included as part of **Composite Exhibit A**.

e. Vender Performance Evaluations shall be performed by the Contract Administrator every twelve (12) months. Thereafter, the Contract Administrator will provide the Contractor with a notice of performance issues/concerns. Contractor shall have thirty (30) days from the date of the notice to cure any and all performance issues noted by the Contract Administrator. The Contract Administrator shall retain the sole discretion to determine Contractor's compliance with performance requirements under this agreement.

f. Contractor shall conform to all applicable regulations of the United States Department of Agriculture, the State of Florida, and Escambia County as it relates to the performance of this agreement, including, but not limited to, food handling and storage, occupational fees, and licensing of personnel.

g. Contractor shall adhere to all security requirements for the M.C. Blanchard Judicial Building as set forth by the Escambia County Sheriff's Office.

h. Contractor shall provide sufficient personnel to adequately supervise and operate the food service operations on the premises. All food service personnel shall be the employees of the Contractor. All food service personnel shall be required to undergo a background check at the Contractor's expense and receive prior approval from the Contract Administrator before commencing work on the premises.

i. Contractor shall provide a suitable menu, substantially similar to that which is currently provided on the premises. The menu shall be subject to the final approval of the Contract Administrator.

j. Contractor shall be responsible for providing all necessary food service supplies, expendable and non-expendable, and all food, perishable and non-perishable.

k. The food service area and any equipment therein is provided to the Contractor in "as-is" condition. Subject to the County's prior written approval, Contractor may construct capital improvements or other modifications and install equipment within the designated food service area. Any capital improvements or other modifications to the facility shall be at the Contractor's sole expense.

l. The Contractor shall be responsible for all general upkeep and maintenance of the food service area including, but not limited to, janitorial service, custodial maintenance, equipment maintenance, pest control, chemical treatment, and waste disposal. For the purpose of this Agreement, "General Maintenance" shall mean the repair and replacement of parts, servicing, adjustment and rehabilitation of parts and components associated with routine upkeep and cleaning of the food service area that is reasonably necessary to maintain a high level of service and is aesthetically pleasing and consistent with prudent industrial practice, product specifications and design, and manufacturer's recommendations.

m. Contractor shall adhere to all food safety and sanitation standards as required by federal, state and local law.

n. Within thirty days from the expiration or termination of this Agreement, Contractor may remove any equipment, appliances, and supplies owned by the Contractor as itemized in the Equipment List, included as part of **Composite Exhibit B**; provided, however, that the Contractor shall repair or cause to be repaired any damage that may result from the removal of such items from the food service area. Contractor shall leave the facility in as good a condition as it was upon the Effective Date of the Agreement, except for reasonable wear and tear arising from the use of the facility pursuant to the terms and conditions of this Agreement. Contractor shall be solely responsible for any cost incurred for the removal of any such items and repair of the premises. Contractor shall forfeit ownership of any items that remain on the premises more than thirty (30) days after the expiration or termination of the agreement.

4. Termination. This Agreement may be terminated by either party for cause or convenience upon providing thirty (30) days written notice to the other party. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

5. Indemnification. The Contractor agrees to save harmless, indemnify, and defend County and its agents, officers and employees from any and all claims, suits, actions, damages, liabilities, expenditures or causes of action of any kind, losses, penalties,

interest, demands, judgments, and cost of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with the Contractor's negligent, reckless, or intentional wrongful misconduct in the performance of this Agreement or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Contractor or by anyone for whom the Contractor is legally liable. The parties understand and agree that such indemnification by the Contractor relating to any matter, which is the subject of this Agreement, shall extend throughout the term of this Agreement and any statutes of limitation thereafter. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims relating to this Agreement. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

6. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Excess or Umbrella Liability coverage.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Contractor consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) Contractor agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Certificates of insurance shall be provided to the County prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

7. Independent Contractor Status. In the performance of this Agreement hereunder, Contractor is an independent contractor. Contractor shall not hold itself out as an employee, agent or servant of the County; and Contractor shall not have the power or authority to bind the County in any promise, agreement or representation, other than as specifically provided in this Agreement or as may be expressly provided hereafter in writing by an authorized official of the County.

8. Notice. Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: Legal Eats, Inc.
Attention: Clayton R. Gamble
645 Dye Street
Pensacola, Florida 32534

To: Escambia County
Attention: County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in the County of Escambia.

10. Public Records. The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes all prior oral or written agreements. Contractor acknowledges that it has not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements or warranties, except such as are expressed herein. The terms and conditions of this Agreement can only be amended in writing upon mutual agreement of the parties.

12. Compliance with Laws. Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the performance of this Agreement.

13. Assignment of Agreement. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County. However, the Agreement shall run with the Escambia County Board of County Commissioners and its successors.

14. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement 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 of the terms and provisions hereof.

15. Annual Appropriation. Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

16. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Lumon J. May, Chairman

_____
Deputy Clerk

Date: 11/17/2014

(SEAL)

BCC Approved: 11-17-2014

CONTRACTOR: LEGAL EATS, INC.

ATTEST:

By: _____
Clayton R. Gamble, President

By: _____
Corporate Secretary

Date: 11/10/14

(SEAL)

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/7/14

ESCAMBIA COUNTY FLORIDA
REQUEST FOR TO PROPOSALS
PROPOSER'S CHECKLIST
FOOD SERVICES FOR M.C. BLANCHARD BUILDING
SPECIFICATION PD 13-14.095

- HOW TO SUBMIT YOUR PROPOSAL

PLEASE REVIEW THIS DOCUMENT CAREFULLY. OFFERS THAT ARE ACCEPTED BY THE COUNTY ARE BINDING CONTRACTS. **INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE.** ALL DOCUMENTS AND SUBMITTALS SHALL BE RECEIVED BY THE OFFICE OF PURCHASING ON OR BEFORE DATE AND HOUR FOR SPECIFIED FOR RECEIPT. LATE PROPOSALS WILL BE RETURNED UNOPENED.

** Documents submitted with Proposals are to be on the forms provided in the Request for Proposal and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- SOLICITATION, OFFER AND AWARD FORM WITH ORIGINAL SIGNATURE and ONE (1) CD OR FLASH DRIVE CONTAINING THE COMPLETE RESPONSE
- PROPOSAL FORMS (WITH ORIGINAL SIGNATURE)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH PROPOSAL

- SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES
- DRUG-FREE WORKPLACE FORM
- CERTIFICATE OF AUTHORITY TO DO BUSINESS FROM THE STATE OF FLORIDA
  OCCUPATIONAL LICENSE
- PROPOSER TO SUPPLY AN EQUIPMENT LIST
- BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

PLACED YOUR PROPOSAL WITH ALL REQUIRED SUBMITTAL ITEMS IN A SEALED ENVELOPE CLEARLY MARKED FOR SPECIFICATION NUMBER, PROJECT NAME, NAME OF PROPOSER, AND DUE DATE AND TIME OF PROPOSAL RECEIPT?

- THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

CERTIFICATE OF INSURANCE

- HOW TO SUBMIT A NO PROPOSAL

IF YOU DO NOT WISH TO PROPOSE AT THIS TIME, PLEASE REMOVE THE PROPOSALDER SOLICITATION, OFFER AND AWARD FORM FROM THE PROPOSAL SOLICITATION PACKAGE AND ENTER NO PROPOSAL IN THE **"REASON FOR NO PROPOSAL"** BLOCK, YOUR COMPANY'S NAME, ADDRESS, SIGNATURE, AND RETURN THE PROPOSAL SOLICITATION, OFFER AND AWARD FORM IN A SEALED ENVELOPE. THIS WILL ENSURE YOUR COMPANY'S ACTIVE STATUS IN OUR PROPOSER'S LIST.

THIS FORM IS FOR YOUR CONVENIENCE TO ASSIST IN FILLING OUT YOUR PROPOSAL ONLY.
DO NOT RETURN WITH YOUR PROPOSAL

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

FOOD SERVICES FOR M.C. BLANCHARD BUILDING

SPECIFICATION NUMBER PD 13-14.095
PROPOSALS WILL BE RECEIVED UNTIL: 3:00p.m., CDT, THURSDAY, OCTOBER 16, 2014
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Conference Room 11.407 on Tuesday, October 7, 2014 at 10:00a.m CDT. All Proposers are encouraged to attend.

Board of County Commissioners

Lumon J. May, Chairman
Steven Barry, Vice Chairman
Wilson B. Robertson
Gene Valentino
Grover Robinson, IV

Procurement Assistance:
Joe Pillitary, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4878
Fax: (850) 595-4807
Email: joe_pillitary@co.escambia.fl.us
Website: www.myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all Proposal solicitation documents shall include the following notice to vendors of the local vendor preference policy:

(revised 10/31/2013)

Preference in purchase of commodities and services by means of competitive Proposal. Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Proposal (local price match option). Each formal competitive Proposal solicitation (i.e. sealed Proposals) shall clearly identify how the price order of the Proposals received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price Proposer amount between $50,000 and $249,999, and the Proposal submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposal offer (i.e.; the lowest local Proposer) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local Proposer.

When a qualified and responsive, non-local business submits the lowest price Proposal amount between $250,000 and $999,999, and the Proposal submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposal offer (i.e.; the lowest local Proposer) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local Proposer.

When a qualified and responsive, non-local business submits the lowest price Proposal amount in excess of $1,000,000, and the Proposal submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest Proposal offer (i.e.; the lowest local Proposer) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local Proposer.

In such instances, staff shall first verify whether the lowest non-local Proposer and the lowest local Proposer are in fact qualified and responsive Proposers. Next, the purchasing department shall invite the lowest local Proposer in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five (5) business days thereafter.

If the lowest local Proposer does not respond or otherwise submits a written offer that does not fully match the lowest Proposal from the lowest non-local Proposer tendered previously then award shall be made to the lowest overall qualified and responsive non-local Proposer.

In the event a local Proposer is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

FOOD SERVICES FOR M.C. BLANCHARD BUILDING
PD 13-14.095

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

	Page
Solicitation, Offer and Award Form *	3
Proposal Form *	4
Sworn Statement Pursuant to Section (287.133) (3)(a), Florida Statutes, on Entity Crimes **	5
Drug Free Workplace Form **	7
Information Sheet for Transactions and Conveyances Corporation Identification **	8
List of General Terms and Conditions (Incorporated by Reference)	10
Special Terms and Conditions	12
Scope of Work	26
Policy and Procedures PP-221, PP-250 and PP-260	Exhibit A

SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
JOE PILLITARY, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4878 Fax No: (850) 595-4807

Request for Proposal

FOOD SERVICES FOR M.C. BLANCHARD BUILDING
SOLICITATION NUMBER: PD 13-14.095

SOLICITATION

MAILING DATE: Monday, September 29, 2014
PRE-PROPOSAL CONFERENCE: Non-Mandatory, Tuesday, October 7, 2014 at 10:00a.m.CDT, 213 Palafox Place, 2nd Floor, Pensacola, FL. **All Proposers are encouraged to attend.**
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, October 16, 2014 and may not be withdrawn within __90__ days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: _____
ADDRESS: _____
CITY, ST. & ZIP: _____
PHONE NO.: (____) _____

REASON FOR NO OFFER: _____

PROPOSAL BOND ATTACHED
$_____

TOLL FREE NO.: (____) _____
FAX NO.: (____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to aProposale by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the Proposalder/proposer's offer shall result in this Proposal/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the Proposal response of the awarded contractor is incorperated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print) _____

Name of Contractor _____

By _____
Signature of Person Authorized to Sign — Date

ATTEST: _____
Corporate Secretary — Date

[CORPORATE SEAL]

ATTEST: _____
Witness — Date

ATTEST: _____
Witness — Date

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

By _____
County Administrator — Date

WITNESS _____
Date

WITNESS _____
Date

Awarded Date _____

Effective Date _____

PROPOSAL FORM
Specification Number PD 13-14.095
FOOD SERVICES FOR M.C. BLANCHARD BUILDING

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date:_____

Commissioners:

In accordance with your "Request for Proposals" and "Instructions to Proposers" for **FOOD SERVICES FOR M. C. BLANCHARD BUILDING** as described and listed in this Request for Proposals and subject to all conditions thereof, I, undersigned, hereby propose to provide food service for the M.C. Blanchard Building Escambia County, Florida

NOTE

The contractor shall operate the food service program, so that the program is self sufficient, and will not require additional funds or support from other County funds.

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes_____No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes_____No_____.

County Permits/Fees required for this project:

Permit	Cost

Proposer:_____

By:_____

Signature:_____

Title:_____
Address:_____

_____

Person to contact concerning this Proposal:

_____
Phone/Toll Free/Fax #_____

_____
E-Mail Address:_____
Home Page Address:_____

Person to contact for emergency service:

_____
Phone/Cell/Pager #:_____

_____

Person to contact for disaster service:

_____
Home Address:_____

_____
Home Phone/Cell/Pager #:_____

_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control 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.

c. I understand that a "person" as defined in Paragraph 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 binding contract and which Proposals or applies to Proposal 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 agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its 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 a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Proposal a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will Propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation **(Please Circle One)** Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____ E-mail: _____
Telephone Number:_____Facsimile Number:_____

Name of individual who will sign the instrument on behalf of the company:

_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

(850) 488-9000 Verified by:_____ Date:_____

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Proposal Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Proposer/Proposal Solicitation, Offer and Award Form and Proposal/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Proposal Information See Home Page URL: http://www.myescambia.com
Click on **ON-LINE SOLICITATIONS**

1. Sealed Solicitations
2. Execution of Solicitation
3. No Offer
4. Solicitation Opening
5. Prices, Terms and Payment
   - 5.01 Taxes
   - 5.02 Discounts
   - 5.03 Mistakes
   - 5.04 Condition and Packaging
   - 5.05 Safety Standards
   - 5.06 Invoicing and Payment
   - 5.07 Annual Appropriations
6. Additional Terms and Conditions
7. Manufacturers' Name and Approved Equivalents
8. Interpretations/Disputes
9. Conflict of Interest
   - 9.01 County Procedure on Acceptance of Gifts
   - 9.02 Contractors Required to Disclose any Gift Giving
   - 9.03 Gratuities
10. Awards
11. Nonconformance to Contract Conditions
12. Inspection, Acceptance and Title
13. Governmental Restrictions
14. Legal Requirements
15. Patents and Royalties
16. Price Adjustments
17. Cancellation
18. Abnormal Quantities
19. Advertising
20. Assignment
21. Liability
22. Facilities
23. Distribution of Certification of Contract

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS
The following General Terms and Conditions are incorporated by reference (continued).

24. **The Successful Proposer(s) must Provide**
25. **Addition/deletion of Items**
26. **Ordering Instructions**
27. **Public Records**
28. **Delivery**
29. **Samples**
30. **Additional Quantities**
31. **Service and Warranty**
32. **Default**
33. **Equal Employment Opportunity**
34. **Florida Preference**
35. **Contractor Personnel**
36. **Award**
37. **Uniform Commercial Code**
38. **Contractual Agreement**
39. **Payment Terms/Discounts**
40. **Improper Invoice; Resolution of Disputes**
41. **Public Entity Crimes**
42. **Suspended and Debarred Vendors**
43. **Drug-Free Workplace Form**
44. **Information Sheet for Transactions and Conveyances**
45. **Copies**
46. **License and Certifications** - For access to Certification/Registration Form for doing Business in Florida go to the Department of State, Division of Corporations, URL:http://ccfcorp.dos.state.fl.us/corpweb/inquiry/search.html
47. **Execution of Contract**
48. **Purchase Order**
49. **No Contingent Fees**
50. **Solicitation Expenses**
51. **On-Line Auction Services**

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. **General Information**

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 13-14.095, "Food Services for the M.C. Blanchard Building", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all Proposals/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit Proposals/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the Proposals/proposals for invitations for Proposal or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting Proposal protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

(a) Rejection/disqualification of submittal
(b) Termination of contracts; or
(c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

The Board of County Commissioners of Escambia County, Florida is seeking the professional services of a qualified Contractor for food services for the M.C. Blanchard Judicial Building Snack Bar and to maintain a quality food and service snack bar.

Non-Mandatory Pre-Solicitation Conference and On Site Visit

All interested parties are invited to attend a non-mandatory Pre-Proposal Conference will be held at the Office of Purchasing, 213 Palafox Place, 2nd Floor in Conference Room 11.407 on Tuesday, October 7, 2014 at 10:00 a.m., CDT.

2. **Procurement Questions**

Procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, (850) 595-4878, Fax (850) 595-4807, no later than October 10, 2014, 5:00 p.m., CDT

3. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in his offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

In compliance with Chapter 442, Florida Statutes, any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was complied and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

4. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

5. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

6. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.
All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.
The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

7. **Compliance with Governing Laws and Regulations**

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

8. **Termination**

This Agreement may be terminated by either party for cause or convenience upon thirty (30) days written notice by the terminating party to the other party of such termination.

9. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of forty-eight (48) months.

10. **Option to Extend the Term of the Contract**

The County may unilaterally extend the term of this contract by written notice to the contractor at least sixty (60) days before the expiration of any contract term. The exercise of the option shall be for the period specified and for the prices listed on the Proposal form. All other terms and conditions of the contract shall apply to the option periods. The total duration of this contract, including the exercise of all options, shall not exceed eight (8) years.

11. **Interim Extension of Performance**

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

12. **Changes - Service Contracts**

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

A. Description of services to be performed.

B. Time of performance (i.e., hours of the day, days of the week, etc.).

C. Place of performance of the services.

If additional work or other changes are required in the areas described above, an offer will be requested from the contractor. Upon negotiation of the offer, execution and receipt of the change order, the contractor shall commence performance of the work as specified.

The contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the office of purchasing. If the contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at his own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

13. **Termination**

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

14. **Licenses, Certifications, Registrations**

The offeror shall at any time of Proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Proposal/proposal submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

15. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

16. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

Insurance Requirements

17. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

Contractor Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor' s work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor' s interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor' s insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all

workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, nonowned and hired automobiles and employee nonownership use.

Excess or Umbrella Liability Coverage
Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.

3. Disclose any self-insured retentions in excess of $1,000.

4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Joe Pillitary, CPPO, CPPB
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4807

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the

sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

REQUEST FOR TO PROPOSAL RESPONSE FORMAT

FOOD SERVICE CONTRACT FOR THE M.C. BLANCHARD BUILDING
ESCAMBIA COUNTY, FLORIDA

PD 13-14.095

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Contractor for the food service operations of M.C. Blanchard Judicial Building Snack and to maintain a quality food and service snack bar.

1-2 BACKGROUND INFORMATION

1.2.1 The dimensions of the snack bar area is approximately 28'4" X 27'.6" sq. ft. and covered patio 26' X 39" sq. ft.

1.2.2 The-six story M.C. Blanchard Judicial Building is located at 190 Governmental Center, Pensacola, FL and employs approximately 420 employees.

1.2.3 The snack bar provides food service to the staff of the building and the general public.

1.2.4 The hours of operation – Monday through Friday, except for designated holidays from 7:00a.m. to 5:00p.m. It serves a full breakfast, lunch and fast-grill. Hours may be adjusted by mutual agreement.

1.2.5 The food service contract covers the snack bar.

1.2.6 Total annual snack bar sales are approximately $140,000-$150,000.

NOTE:
The contractor shall operate the food service program, so that the program is self sufficient, and will not require additional funds, or support from other County funds.

1.2.7 Water and Power Utilities provided by the County.

1-3 OBJECTIVE

The primary objective of this RFP is the selection of the most qualified and experienced Contractor that is most advantageous to the County to providethe following:

1.3.1 The successful contractor shall conduct the operation of the snack bar in a manner which best fulfills the following program and objectives:

1.3.2 To provide an appealing and nutritionally sound food program for building employees and the general public.

1.3.3 Provide a management staff and structure, which will offer adequate help and insure that the food service program is one of consistent top quality and of positive regard by court employees and the public.

1.3.4 Provide reasonable prices, services, selection/variety and quality – not as a revenue generator to the County.

1.4 ISSUING OFFICER

The project Director shall be Jack Brown, County Administrator. The Contract Administrator shall be Larry Newsom, Assistant County Administrator. The contracting agency shall be the Escambia County Board of County Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, FL 32591-1591.

1-5 CONTRACT CONSIDERATION

The attorney standard form of contract shall be executed.

1.5.1 The initial contract will be for a period of four (4) years with an option to renew an additional four (4) years by mutual agreement.

1.5.2 The contract shall conform to regulations set forth by the United States Department of Agriculture Food and Nutrition Services and must meet all State of Florida and Escambia County regulations.

1.5.3 The contractor shall not transfer or assign its rights or obligations under the contract to pay any person or entity, nor merge or consolidate with any other entity, without prior written consent of Escambia County.

1-6 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-7 INQUIRIES

Technical questions regarding this Request for Proposal shall be directed to Larry Newsom, Assistant County Administrator, Telephone (850) 595-3935, and procurement questions may be directed to Joe Pillitary, CPPO, CPPB, Purchasing Coordinator, Telephone (850) 595-4878, Fax (850) 595-4807.

1-8 **SITE INSPECTION**

A non-mandatory pre-proposal conference and site visit shall be held on October 7, 2014 at 10:00 a.m., CDT, at the Office of Purchasing, 213 Palafox Place, 2nd Floor 213 Palafox Place, 2nd Floor, Pensacola, FL 32502, Rm. 11.407.

1.9 **ADDENDA**

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-10 **SCHEDULE**

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of proposals.....Monday, September 29, 2014

B. Non-Mandatory pre-proposal conference.....Thursday, October 7, 2014

C. Receipt of proposals.....Tuesday, October 16, 2014, 3:00 p.m., CDT

D. Review of proposals.....To Be Determined

E. Board of County Commissioners approval..... Thursday, November 6, 2014

1-11 **PROPOSAL CONTENT AND SIGNATURE**

One (1) copy of the proposal shall be required and on **one (1) CD or Flash Drive** containing the complete response with The Original/Copy having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-12 **NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-13 **RECOMMENDED PROPOSAL PREPARATION GUIDELINES**

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-14 **PRIME CONTRACT RESPONSIBILITIES**

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract. The selected contractor shall be required to assume

responsibility for equipment, supplies, and facilities maintenance and follows:

1.14.1 The contractor shall be responsible for providing all appliances, equipment perishable food and non-expendable supplies (dishes, etc.). The cost of purchase and installation of any appliances or equipment shall be the responsibility of the contractor.

1.14.2 The premises, equipment and facilities, shall be maintained by the successful contractor in a condition satisfactory to Escambia County and shall adhere to the standards of cleanliness and sanitary practices as required by the County Health Department and USDA standards to insure continual sanitation in all functions and matters related to the food service program.

1.14.3 The contractor will be responsible for removal of trash and garbage resulting from the food service premises to designated dumpsters provided by Escambia County.

1.14.4 The contractor will be responsible for the expense of insect and pest control in all food service production and storage areas.

1.14.5 It is the responsibility of the contractor to keep the entire snack bar service area clean and neat. All janitorial services will be the responsibility of the contractor.

1.14.6 The contractor shall operate the food service program, so that the program is self sufficient and will not require additional funds or support from other County funds.

1-15 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-16 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-17 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 *PROPOSAL FORMAT AND CONTENT*

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 *INTRODUCTION*

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 *UNDERSTANDING OF THE PROJECT*

The following conditions must be met as a minimum and addressed in the proposal using corresponding paragraph numbers

2.3.1 The firm must be of sufficient size and expertise to furnish the resources needed to maintain the food services operation.

2.3.2 The firm must be licensed to do business in the State of Florida or indicate the ability to obtain the necessary licensing.

2.3.3 The firm must have experience in the food services field in the area of:

1. Selecting and providing food products and food service equipment;
2. Nutrition awareness;
3. Menu planning;
4. Central kitchen and on-site production;
5. Quality control;
6. Employee supervision;
7. Accounting; and
8. Federal/state food service requirements.

2.3.4 All food service personnel will be employed by the Contractor and will not be employees of Escambia County. All food service personnel will be required to undergo a background check prior to working in the snack bar. Said background check to be provided by Court Administration.

2-4 ***EXPERIENCE AND QUALIFICATIONS***

Each interested company shall furnish as part of the proposal a complete general description of experience in the field of food service management. Included shall be the following:

2.4.1 Name address of the company.

2.4.2 The duration and extent of experience in providing management services for food service programs.

2.4.3 You requested to submit your menu with prices.

2.4.4 Name and experience of key personnel.

PART III CRITERIA FOR SELECTION

3.1 The following factor will be used in evaluation of proposals and award of contract:

A. Quality
B. Menu Prices
C. Menu
D. Variety
E. Reputation
F. Past Experience
G. Current Operation

PART IV SCOPE OF WORK

4.1 The Board of County Commissioner of Escambia County, Florida is seeking the professional services of a qualified Contractor for the food service operations of M. C. Blanchard Judicial Building Canteen and Snack Bar and to maintain a quality food and service snack bar in the facilities located within the M.C. Blanchard Building.

4.2 The Contractor will operate in accordance with the provisions of the agreement with the Escambia County Board of Commissioners and provide services during the hours of 7:00am to 5:00pm on the days of normal operations Monday through Friday. The Snack Bar will be closed on Holidays as The Holiday schedule will be provided by the Contract Administrator for each calendar year.

4.3 The Contractor will be responsible for the maintenance and cleaning of the Canteen and Snack Bar.

4.4 The restrooms are located outside of the Canteen and Snack Bar area and will not be maintaned by the Contractor.

4.5 This Agreement shall be for a term of four (4) years, with an option to renew for an additional four (4) year period, by mutual agreement of the parties.

4.6 Contractor shall operate so as to be open to the public from 7:00 a.m. to 5:00 p.m. Monday through Friday. Holidays as designated by Contract Administrator. Any changes to the hours of operation must be by mutual agreement of the parties in writing.

4.7 All of the Contractor's employees shall be employees of the Contractor, and not employees of the Escambia County. All food service personnel will be required to undergo a background check by the prior to working at the snack bar. The Contractor will verify employees' eligibility with the Contract Administrator prior to hiring the employee.

4.8 Contractor shall supply a full menu, substantially similar to the variety and price to that currently used at the facility. The menu subject to the final approval of the County Contract Administrator. Contractor shall supply sufficient personnel to provide for adequate supervision and operation of the snack bar at all times.

4.9 Contractor shall comply with the Procedures set forth in the Board of County Commissioners Office of Purchasing—Purchasing Procedures, including, but not limited to Procedure No: PP-221, Contract Administration; PP-250, Vendor Performance Evaluation; and PP-260, Vendors/Suppliers Survey attached hereto and incorporated herein as Composite **Exhibit "A"**.

4.10 Vender Performance Evaluations shall be performed by the Contract Administrator every twelve (12) months. Thereafter, the Contract Administrator will provide the Contractor with a notice of performance issues/concerns. Vendor shall have thirty (30) days from the date of the notice to cure any and all performance issues noted by the Contract Administrator. The Contract Administrator shall retain the sole discretion to determine Contractor's compliance with performance requirements under this agreement.

4.11 At the conclusion of this Agreement, whether such conclusion is a result of early termination, expiration, or otherwise, Contractor agrees to promptly remove its equipment and appliances and to remove its operation from the facility, leaving the facility in as good a condition as it was at the Commencement Date, except for reasonable wear and tear arising from the use of the facility pursuant to the terms and conditions of this Agreement.

4.12 All supplies, expendable and non-expendable, and all food, perishable and non-perishable, shall be the responsibility of the Contractor.

4.13 The facility is provided to the Contractor in "as-is" condition. Any changes to the facility shall be at the expense of the Contractor, and subject to the written approval of the County.

4.14 An Equipment List is to be Provided by the Proposer

4.15 The Contractor shall be responsible for the maintenance of the facility. Any janitorial service, cleaning supplies, or equipment shall be the responsibility of the Contractor. The facility shall be kept clean and neat at all times, and Contractor shall

adhere to the standard of cleanliness as required by the USDA and Escambia County Health Department.

4.16 Insect and pest control shall be maintained in all areas of the food service and storage area. Contractor shall be responsible for said insect and pest control, and any professional services as required.

EXHIBIT A

	Board of County Commissioners Office of Purchasing **Title: Contract Administration** Effective Date: 5/20/04 Supersedes Date: 12/9/03	Procedure No: PP-221 Page No: 1 of 4

I. Purpose

The efficient administration of contracts and purchase orders through a decentralized approach to contract administration where the combined resources of procurement, risk management, the County Attorney, and the technical expertise of client department are maximized.

II. Scope

Contract Administration encompasses all contracts, contract amendments, purchase orders, change orders, beginning with the purchase requests and continuing through the procurement cycle.

III. Objectives

The objectives of the Office of Purchasing are to insure the complete and successful culmination of the purchasing cycle while protecting the interests of Escambia County, Florida.

IV. Definitions

Contract Administration is the management of all actions, after award of a contract that must be taken to assure compliance with the contract; i.e., timely delivery, acceptance, payment, closing contract, etc. by such person or position (Title) designated in writing by the Contracting Officer or in lieu of a designee, the purchasing professional that developed the solicitation/contract.

Contracting Officer is the County Administrator of Escambia County Florida.

Owner's Representative is that person or position designated in writing by the Contracting Officer in all matters relating to Contract Management and Contract Administration. Under those circumstances which a person or position is not designated in writing by the Contracting Officer, the Purchasing Manager or his/her designee shall serve as the owner's representative.

V. Responsibility

A. Overview

Escambia County's Contracting Program is based on the more common "combination model" of "centralized" and "decentralized" contract administration models. Whether they function as centralized, decentralized or a combination model, all contract administration teams have the same goal: to work with contractors to develop and maintain an environment in which the contractor can succeed.

B. Centralized Contract Administration

This model utilizes a single Owner's Representative as the responsible person for contracts utilized by several departments, such as the case with the Office of Purchasing with its County Wide Master Term Contracts Program. The Office Supply Contract is a good example of this.

The Owner's Representative is responsible for handling and processing the contractual business relationship with the Contractor (negotiations, changes/amendments, settling disputes and assuring that both parties meet the terms of the contract). Additional responsibility includes coordinating the activities of the different staff members involved in administering the contract.

The Owner's Representative is also responsible for issuing all notices relating to the contract with the exception of those notices, which shall require prior approval of the Board of County Commissioners.

C. Decentralized Contract Administration

In County contracts for specific projects peculiar only to one department, expertise driven by one department or stand-alone projects, the client department director is usually delegated by the Contracting Officer (County Administrator) the responsibility for contract management and contract administration.

The term Project Manager is used to describe the Department Technical Project person(s) who is/are responsible for the technical and daily oversight to make certain that the contractor performs according to the technical requirements of the contract and keep the Contracting Officer informed of significant events involving the Contract. In this model, the department team draws on the resources of the legal, purchasing and finance departments for technical direction.

	Board of County Commissioners Office of Purchasing **Title: Contract Administration** Effective Date: 5/20/04 Supersedes Date: 12/9/03	Procedure No: PP-221 Page No: 3 of 4

VI. Procedure

Client departments are advised to develop their own standard operating procedures for day-to-day contract administration. Contract administration begins with a good scope of work. Client departments preparing scopes of work should consider:

A. Introduction and General Information
   1. Purpose or Objective
   2. History and Background
   3. Contact person
   4. Bidding method
   5. Pre-Bid Conference
   6. Contractor qualifications
   7. Calendar of Events

B. Task Description
   1. Work to be done by the contractor

C. Constraints on the Contractor
   1. Work site conditions
   2. Ordinances
   3. Security control

D. Contractor Personnel Requirements
   1. Qualifications of Key Personnel
   2. Employee Identifications
   3. Additional Personnel Responsibilities

E. Contractor Responsibilities
   1. Quality control program
   2. Source complaints
   3. Emergency assistance
   4. Work schedule

F. Local Government Responsibilities
   1. What the local government must do or provide to the contractor.

G. Evaluation of Contractor Performance
   1. Performance Standards
   2. Evaluation Forms
   3. Incentives
   4. Liquidated Damages

H. Reporting Requirements and Procedures
   1. Contractor's reporting scheduling and responsibilities

I. Special Conditions
   1. Payment Procedures
   2. Insurance and Bonds
   3. Alternative Surety
   4. Contract extension and renewal

J. Price Ranking of Bidders
   1. The method of ranking bidders by price

K. Exhibits
   1. Technical Reports
   2. Maps
   3. Drawings
   4. Schedules
   5. Photographs

NOTE: Departments should develop internal operation procedures for contract administration based on the information provided.

EXHIBIT A

	Board of County Commissioners Office of Purchasing **Title: Vendor Performance Evaluations** Effective Date:12/20/96 Supersedes Date:	Procedure No: PP-250 Page No: 1 of 1

I. Purpose

To provide procedures for conducting vendor performance evaluation.

II. Scope

This procedure applies County wide.

III. Procedure

The Office of Purchasing, Client Departments and The Clerk of the Circuit Court=s Accounts Payable personnel deal with vendors on a continuing basis. It is important that information be recorded about specific performance.

The Office of Purchasing will solicit useful and constructive evaluations from all departments especially personnel assigned to handle purchasing transactions and the receipt thereof. The information provided by the departments will be useful for Purchasing to monitor and effectively stimulate vendor activities and performance and screening bidders list for possible elimination of vendors whose performance is consistently non-responsive and non-responsible.

The Office of Purchasing will issue to the using department; the appropriate consultant, contractor, or vendor performance evaluation forms, sometime prior to the expiration or renewal date of an annual contract, to assess the level of satisfaction with the vendor providing the goods or services under contract.

The Office of Purchasing also has the Report of Unsatisfactory Materials and/or Service, which is available to all departments. Each department is encouraged to complete the form anytime a vendor is not providing adequate service in compliance with the Invitation for Bid or Request for Proposal or any purchase made for the department.

The Office of Purchasing will be responsible for handling all complaints with the vendors and will notify the department of any action taken.

EXHIBIT A

	Board of County Commissioners Office of Purchasing **Title: Vendors/Suppliers Survey** Effective Date: 12/17/03 Supersedes Date: 7/15/99	Procedure No: PP-260 Page No: 1 of 2

I. Purpose

To provide procedures for conducting County performance evaluation.

II. Scope

This procedure applies County wide.

III. Procedure

The Office of Purchasing, Client Departments and The Clerk of the Circuit Court=s Accounts Payable personnel deal with vendors on a continuing basis. It is important that information be recorded about specific performance of the County.

The Office of Purchasing will solicit useful and constructive evaluations from County vendors/suppliers. The information provided by the vendor/suppliers will be useful for Purchasing to monitor and effectively stimulate County activities and performance.

The Office of Purchasing will be responsible for providing the Vendors/Suppliers Survey Form F0195, together with standard form letter #24, Vendor/Suppliers Survey of County Performance, as follows:

1. Insert into the Contract documents distribution package on projects specific with request that the vendor/supplier return the survey between substantial and final completion of the project.

2. Send annually to annual term contract vendor/suppliers as part of their responses of the mutual agreement renewal or refusal of renewal of such contracts.

3. Send to vendors/suppliers at any time a vendor/supplier expresses an interest in evaluating the County, when they have a problem in their dealings with the County, or as deemed appropriate by the Purchasing Agent.

The Office of Purchasing will be responsible to collect the survey results and notify any affected departments of the response information gained; and, assist in handling all complaints with the County and notify the vendor/supplier of any action taken.

EXHIBIT A

	Board of County Commissioners Office of Purchasing **Title: Vendors/Suppliers Survey** Effective Date: 12/17/03 Supersedes Date: 7/15/99	Procedure No: PP-260 Page No: 2 of 2

ESCAMBIA COUNTY, FLORIDA
OFFICE OF PURCHASING
213 PALAFOX PLACE, ROOM 230
PENSACOLA, FL 32502

VENDORS/SUPPLIERS SURVEY FORM

NOTE: PLEASE LEAVE THE ITEM BLANK IF IT DOES NOT APPLY TO YOU OR IF YOU HAVE NO OPINION. ALSO, PLEASE GIVE US COMMENTS, ESPECIALLY IF YOUR RATING IS RARELY OR NEVER.

RATINGS: 1 ALWAYS 2 FREQUENTLY 3 RARELY 4 NEVER

1. The County is easy to do business with.
   9 1 9 2 9 3 9 4
   COMMENTS:_____

2. My firm is given an opportunity to be awarded County business.
   9 1 9 2 9 3 9 4
   COMMENTS:_____

3. Adequate written information is provided allowing me to submit a competitive Bid, Proposal or Quote.
   9 1 9 2 9 3 9 4
   COMMENTS:_____

4. The County staff administers contracts fairly by adhering to the contract terms.
   9 1 9 2 9 3 9 4
   COMMENTS:_____

5. The County evaluates my contract performance accurately.
   9 1 9 2 9 3 9 4
   COMMENTS:_____

6. The County pays my invoices in accordance with payment terms.
   9 1 9 2 9 3 9 4
   COMMENTS:_____

7. The payment I receive from the County is accurate.
   9 1 9 2 9 3 9 4
   COMMENTS:_____

8. I would use the Internet to download Bids, RFP=s, and Quotes if they were available on the County=s webpage.
   9 1 9 2 9 3 9 4
   COMMENTS:_____

9. My firm accepts credit cards (Visa) for payment.
   9 YES 9 NO
   COMMENTS:_____

I would like to be a member of a Focus Group pertaining to the County=s procurement, contract administration and accounts payable processes.
9 YES (Please check if interested)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

CONTACT PERSON:_____

COMMODITIES/SERVICES PROVIDED_____ CONTRACT #PD_____

Specification No.
P.D. 13-14.095

Food Service Contract for the M.C. Blanchard Building Escambia County, Florida

Legal Eats, Inc.
645 Dye Street
Pensacola, Florida 32534
(850) 281-8286

Clayton R. Gamble – President

Due October 23, 2014 – 3:00 p.m.

PART II INFORMATION REQUIRED FROM CONTRACTORS

2.1 PROPOSAL FORMAT AND CONTENT

2.2 INTRODUCTION

Legal Eats, Inc.

645 Dye Street

Pensacola, Florida 32534

Clayton R. Gamble – President (850) 281-8286

Firm will comply with all of the provisions in this RFP and, if applicable, provide notice that the firm qualifies as a County proposer.

_____

Clayton R. Gamble

Clayton R. Gamble will be the only person of contact regarding this proposal, and may sign and bind company in contract.

_____

Clayton R. Gamble

2.3 UNDERSTANDING THE PROJECT

2.3.1 EXPERTISE

1 Manager

3 Full-Time Employees

1 Part-Time Employee

2.3.2 LICENSING AND PERMITS

Occupational License — Applied for.

Corporation Permit/Articles — Applied for.

Proof of Insurance — to be provided within seven business days after notification of award.

Food Service License — Applied for.

2.3.3 FIRM EXPERIENCE

8 months	Current Position at TCSS Management Service
5 years	Personally Owned Restaurants
3 years	Catering
21 years	Toyota Motor Manufacturing U.S.A.
	Retired Quality Engineer

Equipment List Attached — **Exhibit A**

Sample Monthly Menus Attached (14 pages) — **Exhibit B**

Sample Juror Menu Attached (1 page) — **Exhibit C**

Sample Breakfast and Lunch Menu Attached (2 pages) — **Exhibit D**

2.3.4 PERSONNEL

All current employees will be retained in new operation.

2.4 EXPERIENCE AND QUALIFICATIONS

2.4.1

Legal Eats, Inc.

645 Dye Street

Pensacola, Florida 32534

Clayton R. Gamble – President (850) 281-8286

2.4.2 Bio attached — **Exhibit E**

2.4.3 Menu with prices attached — **Exhibit D**

2.4.4 Named/Experienced Key Persons

Clayton R. Gamble – Cook/General Operations Manager

Debra Phillips – Cashier

Brandon Michael – Grill/Sandwich Prep

Andrew Polk – Grill/Sandwich Prep

SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS**

SOLICITATION, OFFER AND AWARD FORM ESCAMBIA COUNTY FLORIDA

SUBMIT OFFERS TO:
JOE PILLITARY, CPPO, CPPB
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Post Office Box 1591, Pensacola, FL 32591-1591
Phone No: (850)595-4878 Fax No: (850) 595-4807

Request for Proposal

FOOD SERVICES FOR M.C. BLANCHARD BUILDING
SOLICITATION NUMBER: PD 13-14.095

SOLICITATION

MAILING DATE: Monday, September 29, 2014
PRE-PROPOSAL CONFERENCE: Non-Mandatory, Tuesday, October 7, 2014 at 10:00a.m.CDT, 213 Palafox Place, 2nd Floor, Pensacola, FL. **All Proposers are encouraged to attend.**
OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Thursday, October 16, 2014 and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECIEPT OF PURCHASE ORDER.

VENDOR NAME: LEGAL EATS
ADDRESS: 645 DYE STREET
CITY, ST. & ZIP: PENSACOLA, FL 32534
PHONE NO.: (850) 281-8286

REASON FOR NO OFFER: _____

PROPOSAL BOND ATTACHED
$ _____

TOLL FREE NO.: (_____) _____
FAX NO.: (_____) _____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

Clayton R. Gamble - president
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)
Clayton R. Gamble
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the Proposalder/proposer's offer shall result in this Proposal/proposal being rejected as non-responsive.

AWARD

Upon certification of award the contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing. The terms and conditions of this solicitation and the Proposal response of the awarded contractor is incorporated by reference herein and made a part of this contract.

CONTRACTOR

Name and Title of Signer (Type or Print) _____

Name of Contractor _____

By _____ Date
Signature of Person Authorized to Sign

ATTEST _____ Date
Corporate Secretary

[CORPORATE SEAL]

ATTEST _____ Date
Witness

ATTEST _____ Date
Witness

ESCAMBIA COUNTY FLORIDA

Name and Title of Signer (Type or Print) _____

By _____ Date
County Administrator

WITNESS _____ Date

WITNESS _____ Date

Awarded Date _____

Effective Date _____

PROPOSAL FORM
Specification Number PD 13-14.095
FOOD SERVICES FOR M.C. BLANCHARD BUILDING

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 10/18/14

Commissioners:

In accordance with your "Request for Proposals" and "Instructions to Proposers" for **FOOD SERVICES FOR M. C. BLANCHARD BUILDING** as described and listed in this Request for Proposals and subject to all conditions thereof, I, undersigned, hereby propose to provide food service for the M.C. Blanchard Building Escambia County, Florida

NOTE

The contractor shall operate the food service program, so that the program is self sufficient, and will not require additional funds or support from other County funds.

Acknowledgment is hereby made of receipt of the following addenda issued during the Proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

Will your company accept Escambia County Purchasing Cards? Yes ✓ No_____.

Will your company accept Escambia County Direct Payment Vouchers? Yes ✓ No_____.

County Permits/Fees required for this project:

Permit	Cost

Proposer: Clayton R. Gamble
By: Clayton R. Gamble
Signature: Clayton R Gamble
Title: president
Address: 645 Dye ST
Pensacola, FL 32534

Person to contact concerning this Proposal:
Clayton R. Gamble
Phone/Toll Free/Fax #_____

E-Mail Address:_____
Home Page Address: 645 DYE ST Pensacola FL 32534

Person to contact for emergency service:
Clayton R Gamble
Phone/Cell/Pager #: 850 281 8286

Person to contact for disaster service:
Clayton R Gamble
Home Address: 645 Dye ST Pensacola FL 32534
Home Phone/Cell/Pager #: 850 281 8286

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Legal eats, Inc
(print name of the public entity)

by Clayton R. Gamble
(print individual's name and title)

for Legal eats, Inc
(print name of entity submitting sworn statement)

whose business address is

90 Governmental Center
Pensacola FL 32502

and (if applicable) its Federal Employer Identification Number (FEIN) is:
Applied FOR

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: 407-96-7684

2. I understand that a "public entity crime" as defined in Paragraph 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 Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control 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.

c. I understand that a "person" as defined in Paragraph 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 binding contract and which Proposals or applies to Proposal 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 agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

CG Neither the entity submitting this sworn statement, nor any of its 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 a public entity crime subsequent to July 1, 1989.

CG The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

CG The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of_____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____

(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that Legal Cats, Inc does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 Proposal a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under Proposal, the employee will Propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

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

_____ As the person authorized to sign this statement, this firm does not comply fully with the above requirements.

Clayton R Stanley
Offeror's Signature

10/18/14
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

Is this a Florida Corporation (Please Circle One) Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:	Clayton R. Gamble	Secretary:	"
Vice President:	"	Treasurer:	"
Director:	"	Director:	"
Other:		Other:	

Name of Corporation (As used in Florida):
Legal eats, Inc
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: 645 Dye Street
City, State, Zip: Pensacola FL 32534

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: Applied FOR
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Clayton R. Gamble E-mail: _____
Telephone Number: 850 281 8286 Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:
Clayton R. Gamble
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

END

(850) 488-9000 Verified by: _____ Date: _____

Exhibit A

EQUIPMENT LIST

ITEM	DESCRIPTION	MOD./SER. #
10' HOOD	STAINLESS STEEL	MOD. # GHDW 10.0S SER. # 10739590-0701
2 DOOR BEV-AIR FREEZER	STAINLESS STEEL	MOD. # E- SERIES SER. # 2709219
2 DOOR TRUE REFRIGERATOR	STAINLESS STEEL	MOD. # T-35 SER. # 12121772
2 DOOR TRUE GLASS REFRIGERATOR	BLACK	MOD. # GDM 49PE57132 SER. # 1440585
2 DOOR HOBART SANDWICH REFRIGERATOR	STAINLESS STEEL	MOD. # CUS 48 SER. # 1097984
HOUSEHOLD STOVE	GE	NO NUMBER
6 WELL HOT DROP IN STEAM TABLE	STAINLESS STEEL	NO NUMBER
3 COUNTER TOP ELECTRIC DEEP FRYERS	STAINLESS STEEL	MADE BY ANVIL, VOLLRATH
24" ELECTRIC GRILL	STAINLESS STEEL	MADE BY ADCRAFT
6' 30" HIEGHT TABLE	STAINLESS STEEL	NO NUMBERS
TABLES	BLUE WITH WOOD GRAIN	4 LARGE TOP 3 SMALL TOP
CHAIRS	BLUE WITH WOOD GRAIN	22 EACH
SHARP MICROWAVE	WHITE	2 EACH
CONVECTION OVEN	STAINLESS STEEL	MAKER – CADCO MOD. # XA 015
ICE MACHINE	STAINLESS STEEL	UNKNOWN
3 COMPARTMENT SINK	STAINLESS STEEL	STAYS WHEN LEAVING
12 OUTDOOR TABLES	WHITE WITH ORANGE	STAYS WHEN LEAVING
STORAGE BOXES	ORANGE AND WHITE	STAYS WHEN LEAVING

ADDITIONAL EQUIPMENT TO BE ADDED:

21-Item Salad Bar

Upright Freezer

Exhibit B

LEGAL EATS

M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

January 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 HAPPY NEW YEAR	2 CLOSED FOR CLEANING	3 CLOSED FOR CLEANING	4 REOPENING ON MONDAY 01/06/2014
5	6 BAKED SPAGHETTI	7 FRIED CHICKEN	8 TACO SALAD	9 MEATLOAF	10 FRIED / GRILLED BAKED FISH	11
12	13 BAKED LASAGNA	14 BAKED	15 TACO SALAD	16 FRIED PORK CHOPS	17 FRIED / GRILLED BAKED FISH	18
19	20 HOLIDAY	21 SALISBURY STEAK	22 TACO SALAD	23 BEEF STEW	24 FRIED / GRILLED BAKED FISH	25
26	27 BAKED SPAGHETTI	28 FRIED LIVER & ONIONS	29 TACO SALAD	30 FRIED CHICKEN	31 FRIED / GRILLED BAKED FISH	

LEGAL EATS
M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

February 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 LASAGNA	4 FRIED CHICKEN	5 TACO SALAD	6 MEATLOAF	7 BAKED / FRIED FISH	8
9	10 BAKED SPAGHETTI	11 CHOPPED STEAK W/ MUSHROOMS	12 TACO SALAD	13 VALENTINE DAY LUNCHEON	14 BAKED / FRIED FISH	15
16	17 LASAGNA	18 BAKED CHICKEN	19 TACO SALAD	20 GR. LIVER & ONIONS	21 BAKED / FRIED FISH	22
23	24 BAKED SPAGHETTI	25 FRIED PORK CHOPS	26 TACO SALAD	27 CHICKEN ALFREDO	28 BAKED / FRIED FISH	

LEGAL EATS

M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

March 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3 LASAGNA	4 RED BEANS & RICE	5 TACO SLAD	6 FRIED CHICKEN	7 BAKED / FRIED/ GRILLED FISH	8
9	10 BAKED SPAGHETTI	11 SMOTHERED PORK CHOP	12 TACO SLAD	13 SALAD BAR	14 BAKED / FRIED/ GRILLED FISH	15
16	17 LASAGNA	18 CORNED BEEF & CABBAGE	19 TACO SLAD	20 BATTER UP	21 BAKED / FRIED/ GRILLED FISH	22
23	24 BAKED SPAGHETTI	25 ORIENTAL DAY	26 TACO SLAD	27 SALAD BAR	28 BAKED / FRIED/ GRILLED FISH	29
30	31 LASAGNA					

LEGAL EATS

M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

April 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 SNACKS DRINK ONLY KITCHEN RENOV.	2 SNACKS DRINK ONLY KITCHEN RENOV.	3 SNACKS DRINK ONLY KITCHEN RENOV.	4 SNACKS DRINK ONLY KITCHEN RENOV.	5
6	7	8	9 TACO SALAD	10	11 FRIED / BAKED FISH	12
13	14	15 ORIENTAL DAY PEPPER STEAK LUMPIA	16 TACO SALAD	17	18 HOLIDAY	19
20	21	22	23 TACO SALAD	24 SALAD BAR	25 FRIED / BAKED FISH	26
27	28	29 COOK'S CHOICE	30 TACO SALAD			

LEGAL EATS

M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

May 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1 FRIED PORK CHOPS MACARONI & CHEESE	2 BAKED / FRIED FISH	3
4	5 LASAGNA	6 MEATLOAF HASH BROWN CASSEROLE	7 TACO SALAD	8 PORK SCHNITZEL	9 BAKED / FRIED FISH	10
11 HAPPY MOTHER'S DAY	12 BAKED SPAGHETTI	13 ORIENTAL DAY	14 TACO SALAD	15 FRIED CHICKEN MASHED POTATOES	16 BAKED / FRIED FISH	17
18	19 CHICKEN ALFREDO	20 HOMEMADE SALISBURY STEAK W/ MUSHROOMS	21 TACO SALAD	22 START OF SUMMER CELEBRATION BAR B Q RIBS	23 BAKED / FRIED FISH	24
25	26 MEMORIAL HOLIDAY	27 SOUP SALAD SANDWICHES	28 TACO SALAD	29 CHICKEN POT PIE	30 BAKED / FRIED FISH	31

LEGAL EATS

M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

June 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1	2 4—MEAT LASAGNA	3 CHICKEN and DRESSING	4 TACO SALAD	5 PORK SCHNITZEL	6 FISHY FRIDAY	7
8	9 CHICKEN ALFREDO	10 POT ROAST	11 TACO SALAD	12 CHICKEN ENCHILADA CASSEROLE	13 FISHY FRIDAY	14
15	16 BAKED SPAGHETTI	17 CHICKEN and DUMPLING	18 TACO SALAD	19 HANDMADE SALISBURY STEAK	20 FISHY FRIDAY	21
22 ANTONIO'S BIRTHDAY	23 4—MEAT LASAGNA	24 CHICKEN FAJITAS	25 TACO SALAD	26 CHICKEN LAS VEGAS	27 FISHY FRIDAY	28
29	30 CHICKEN PASTA PRIMIVERA					

LEGAL EATS

M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

July 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
		1 BBQ PULLED PORK SANDWICH	2 TACO SALAD	3 SURPRISE SALAD "PICK 3"	4 HOLIDAY	5
6	7 SALISBURY STEAK	8 CHICKEN POT PIE	9 TACO SALAD	10 PORK SCHNITZEL	11 FISHY FRIDAY TILAPIA	12
13	14 SPAGHETTI And MEATBALLS	15 MEATLOAF	16 TACO SALAD	17 CHICKEN And DUMPLING	18 FISHY FRIDAY CATFISH	19
20	21 LASAGNA	22 CHICKEN FAJITAS	23 TACO SALAD	24 STUFFED MACARONI And CHEESE TOMATO	25 FISHY FRIDAY MULLET	26
27	28 BEEF and CHEESE MANICOTTI	29 BAKED PORK CHOPS	30 TACO SALAD	31 CHICKEN ENCHILADA CASSEROLE		

LEGAL EATS

M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

August 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1 FISHY FRIDAY	2
3	4 SPAGHETTI & MEATBALLS	5 BAKED PORK CHOPS	6 CHICKEN FAJATIS	7 GRILLED LIVER & ONIONS	8 FISHY FRIDAY	9
10	11 CHICKEN CARBONARA	12 MEATLOAF	13 TACO SALAD	14 BAKED CHICKEN	15 FISHY FRIDAY	16
17	18 4 MEAT LASAGNA	19 CHICKEN POT PIE	20 PICK 3 SALAD	21 BEEF TIPS WITH PEPPERS & ONION	22 FISHY FRIDAY	23
24	25 SALISBURY STEAK	26 CHICKEN & DUMPLINGS	27 TACO SALAD	28 KICKOFF CLASSIC	29 FISHY FRIDAY	30
31						

LEGAL EATS
M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

September 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1 HOLIDAY	2 PULLED PORK OR SLOPPY JOES	3 CHICKEN FAJITAS	4 STUFFED BELL PEPPERS OR TOMATOES	5 FISHY FRIDAY	6
7	8 BAKED ZITI	9 CHICKEN AND DUMPLINGS	10 TACO SALAD	11 FRIED PORK CHOPS	12 FISHY FRIDAY	13
14	15 4 MEAT LASAGNA	16 ORIENTAL DAY	17 CHICKEN ENCHILDA	18 RED BEANS AND RICE	19 FISHY FRIDAY	20
21	22 CHICKEN ALFREDO	23 MEAT LOAF	24 TACO SALAD	25 HOLIDAY	26 FISHY FRIDAY	27
28	29 STUFF MANICOTTA	30 SHEPHERD PIE				

LEGAL EATS
M.C. Blanchard Judicial Building
190 Governmental Center
Pensacola, Florida 32502
(850) 433-2226

October 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1 CHICKEN FAJATIS	2 FRIED PORK CHOPS	3 HOLIDAY	4
5	6 4 MEAT LASAGNA	7 STUFFED CHICKEN BREAST	8 TACO SALAD	9 MEATLOAF	10 FISHY FRIDAY	11
12	13 CHICKEN PARMESAN	14 SALISBURY STEAK W/ MUSHROOMS	15 CHICKEN ENCHILADA CASSEROLE	16 ORIENTAL DAY	17 FISHY FRIDAY	18
19	20 BAKED SPAGHETTI	21 CHICKEN & DUMPLINGS	22 TACO SALAD	23 PORK SCHNITZEL	24 FISHY FRIDAY	25
26	27 STUFFED MANICOTTA	28 SAUSAGE & SAUERKRAUT	29 MEXICAN LASAGNA	30 CHICKEN POT PIE	31 FISHY FRIDAY	

November 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11 HOLIDAY CECE'S BIRTHDAY	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27 HOLIDAY	28 HOLIDAY	29
30						

December 2014

Sun	Mon	Tue	Wed	Thu	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19 LINDA'S BIRTHDAY	20
21	22	23	24 HOLIDAY	25 HOLIDAY	26	27
28	29	30	31			

Daily Luncheon Specials

will have a variety of choices:

Greens	Collards / Mustard / Turnips
Beans	Limas / Navy / Blackeyed Peas / Field Peas / Bakes Beans
Starch	Potatoes (Mashed or Baked)
	Rice
	Stuffing / Dressing
	Noodles

Other items to add:

Corn (Whole Kernel or Corn on the Cob)

Peas

Green Beans

French Fries

Hush Puppies

Items that can be changed on Menu:

Entrees

Fried Chicken

Grilled Chicken Breast

Ribeye Steak

Tacos / Taco Salad

Fried Pork Chops

Chicken Teriyaki / Coconut Chicken

Stuffed Bell Pepper

Red Beans and Rice

Pizza

Soup of the Day

Homestyle Chicken

Minestroni

Broccoli and Cheese

New England Clam Chowder

Creamed Potatoes with Bacon

Exhibit C

Legal Eats

Please choose one option and beverage from below.

Juror Name: _____

Courtroom: _____

Beverages

Select one drink:

- ☐ Sweet tea
- ☐ Unsweet tea
- ☐ Coke
- ☐ Diet Coke
- ☐ Sprite
- ☐ Dr. Pepper
- ☐ Strawberry soda
- ☐ Coke Zero
- ☐ Mountain Dew
- ☐ Orange soda
- ☐ Pepsi
- ☐ Diet Pepsi
- ☐ Diet Mountain Dew
- ☐ Diet Dr. Pepper
- ☐ Water

☐ DAILY LUNCH SPECIAL

Ask Baliff for Today's Selection

Option 1

Salads

- ☐ **Garden chef salad with ham**
  - ☐ Thousand Island
  - ☐ Ranch
  - ☐ Italian
- ☐ **Garden chef salad with turkey**
  - ☐ Thousand Island
  - ☐ Ranch
  - ☐ Italian
- ☐ **Garden chef salad with grilled chicken**
  - ☐ Thousand Island
  - ☐ Ranch
  - ☐ Italian
- ☐ **Tuna salad on a bed of lettuce**
- ☐ **Chicken salad on a bed of lettuce**

Option 2

Entrees

- ☐ **Large Chili**
- ☐ **Large Chicken & Sausage Gumbo**

Option 3

Sandwiches

Build your own combo:

- ☐ **BLT**
- ☐ **Turkey sandwich**
  - ☐ With cheese
- ☐ **Ham sandwich**
  - ☐ With cheese
- ☐ **Tuna salad sandwich**
- ☐ **Chicken salad sandwich**
- ☐ **Chicken tenders**
  - ☐ BBQ sauce
  - ☐ Ranch
  - ☐ Honey mustard
- ☐ **Hamburger**
- ☐ **Cheeseburger**

Select bread:

- ☐ Hamburger bun
- ☐ White bread
- ☐ Wheat bread
- ☐ Sub roll

Select condiments:

- ☐ Lettuce
- ☐ Tomato
- ☐ Pickles
- ☐ Onions
- ☐ Ketchup
- ☐ Mayonnaise
- ☐ Mustard

Select side:

- ☐ Yogurt
- ☐ Potato chips
- ☐ French fries

LEGAL EATS

BREAKFAST

Country Style Breakfast $4.29
Eggs to Order, Grits, Bacon or Sausage, Toast or Biscuit

Add Cheese ..... $ .50

Scrambler

Small $2.99
Medium $3.49
Large $4.29

Omelette $3.79
2 Eggs, 1 Meat, 1 Cheese and Your Choice of Ingredients

Egg-Cellent Egg Sandwich $1.69

Sausage Biscuit $1.29
w/Cheese $1.64
w/Egg $1.79
w/Egg and Cheese $2.14

Biscuit
w/Sausage Gravy $1.69
w/Tomato Gravy $1.69

Croissant
w/Sausage or Bacon, Egg and Cheese $2.19

Exhibit D

DAILY LUNCHEON SPECIAL

$5.95 without drink — **$6.95** includes drink

VEGGIES

Small	*Medium*	*Large*
$1.79	**$2.59**	**$3.09**

SIDE ORDERS

French Fries $1.69

Onion Rings $1.89

SOUPS

SOUP OF THE DAY
Small $2.25
Medium $3.00
Large $3.95

CHILI
Small $2.50
Medium $3.25
Large $4.00

GUMBO
Small $2.75
Medium $3.50
Large $4.25

SALADS

HOUSE SALAD
Medium $3.25

STUFFED TOMATO
Tuna or Chicken Salad $3.95

CHEF SALAD
Turkey, Ham, Tuna, or Chicken Breast
Medium $4.65

SANDWICHES

Hamburger $2.90

Cheeseburger $3.25

Bacon Cheeseburger..... $3.95

Double Meat
Bacon Cheeseburger..... $4.95

Chicken Tenders ..... 4 / $3.29

Reuben Sandwich $4.79

Filet of Fish Sandwich $3.79

MAKE
ANY SANDWICH
A
COMBO
BY ADDING A MEDIUM DRINK AND CHOICE OF FRENCH FRIES, ONION RINGS, SIDE SALAD OR SMALL SOUP FOR ONLY
$1.99

Tony's Famous
Steak and Cheese $3.79

Hot Dog $1.69

Chili Dog..... $2.19

Chili & Cheese Dog..... $2.69

BLT on Toast $3.50

Club Sandwich $4.65

Grilled Cheese Sandwich..... $1.60
with Texas Toast $1.75

Grilled Ham and Cheese $2.49
with Texas Toast $2.69

Grilled Turkey and Cheese $2.59
with Texas Toast $2.79

Grilled Meatloaf Sandwich $4.79

Grilled or Fried Chicken Breast
Sandwich $3.79

DELI WRAPS
Chicken, Ham or Turkey..... $3.79

Exhibit E

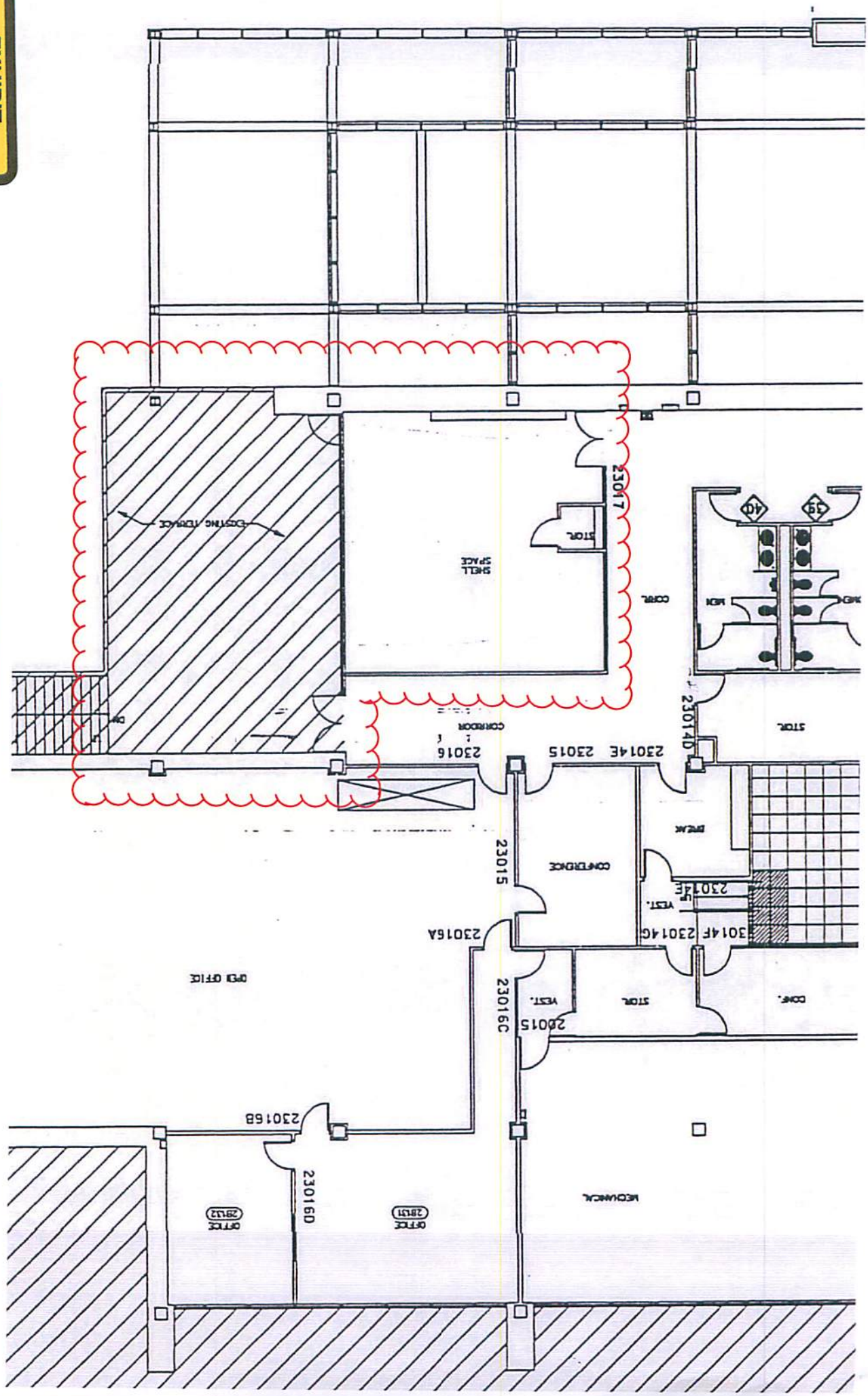
EDUCATION / PROFESSIONAL HISTORY

Clayton R. Gamble

1981-1984	University of Louisville Louisville, KY B.A. in Business Management and Marketing
1984-1987	Vanderbilt University Nashville, TN M.A. in Quality Engineering M.A. in Quality Process Control
1987-2008	Toyota Motor Manufacturing Georgetown, KY Quality Engineer
2008-2013	Edelweiss Café Gadsden, AL
2010-2014	Cabin Café Piedmont, AL
2009-2014	Catering by Clay Gadsden, AL

tabbies

EXHIBIT

C

LEGAL EATS