

**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR PROPOSALS**

**RE-SOLICITATION CAFÉ AT THE WEST FLORIDA  
PUBLIC LIBRARIES PENSACOLA LIBRARY**

**SPECIFICATION NUMBER PD 15-16.044**

PROPOSALS WILL BE RECEIVED UNTIL: **3:00p.m., CDT, Wednesday, May 11, 2016**

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

**Attention:** Claudia Simmons, Manager, Office of Purchasing

A Mandatory Pre-Solicitation Conference and Walkthrough will be 10:00 a.m., CDT  
Friday, April 22, 2016 at the West Florida Public Library Main Branch Library  
239 N Spring St (between W Gregory St & W Wright St.),  
Pensacola, FL 32502

**ALL PROPOSERS MUST ATTEND**

**Board of County Commissioners**

Grover C. Robinson, IV, Chairman

Doug Underhill, Vice Chairman

Steven Barry

Lumon J. May

Wilson B. Robertson

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All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

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**Assistance:**

Claudia Simmons  
Manager  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
2<sup>nd</sup> Floor, Room 11.101  
Pensacola, FL 32502  
T: 850.595.4987  
F: 850.595.4805  
e-mail: [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us)

**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.**

**ESCAMBIA COUNTY FLORIDA  
REQUEST FOR TO PROPOSALS  
PROPOSER'S CHECKLIST**

**RE-SOLICITATION CAFÉ AT THE WEST FLORIDA  
PUBLIC LIBRARIES PENSACOLA LIBRARY  
SPECIFICATION PD 15-16.044**

**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 AND OFFER FORM WITH ORIGINAL SIGNATURE and ONE (1) CD OR FLASH DRIVE CONTAINING THE COMPLETE RESPONSE
- PROPOSAL FORMS (WITH ORIGINAL SIGNATURE)
- PROPOSER TO SUPPLY AN EQUIPMENT LIST

**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

**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 PROPOSAL DER 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**

**RE-SOLICITATION CAFÉ AT THE WEST FLORIDA  
PUBLIC LIBRARIES PENSACOLA LIBRARY**

**PD 15-16.044**

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**SIGN AND RETURN THIS FORM WITH YOUR PROPOSALS\*\***

**SOLICITATION AND PROPOSAL OFFER FORM** ESCAMBIA COUNTY FLORIDA

**SUBMIT OFFERS TO:**

**CLAUDIA SIMMONS  
MANAGER**

**Request for Proposal**

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) 595-4987 Fax No: (850) 595-4805

**RE-SOLICITATION CAFÉ AT THE WEST FLORIDA  
PUBLIC LIBRARIES PENSACOLA LIBRARY**

**SOLICITATION NUMBER: PD 15-16.044**

**SOLICITATION**

MAILING DATE: Monday, April 11, 2016

**PRE-PROPOSAL CONFERENCE: MANDATORY AT 10:00 am CDT on Friday, April 22, 2016 at the  
West Florida Public Libraries Pensacola Library 239 N Spring St (between W Gregory St & W Wright St.), Pensacola, FL 32502**

**All Proposers Must Attend.**

OFFERS WILL BE RECEIVED UNTIL: 3:00 p.m., CDT, Wednesday, May 11, 2016 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 RECEIPT OF PURCHASE ORDER.**

**VENDOR NAME:** \_\_\_\_\_

**REASON FOR NO OFFER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, ST. & ZIP:** \_\_\_\_\_

**PHONE NO.:** (\_\_\_\_) \_\_\_\_\_

**PROPOSAL BOND ATTACHED TOLL**

**FREE NO.:** (\_\_\_\_) \_\_\_\_\_

**\$ N/A**

**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 a Proposal 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 Proposal der/proposer's offer shall result in this Proposal/proposal being rejected as non-responsive.**

**PROPOSAL FORM**  
**Specification Number PD15-16.044**  
**RE-SOLICITATION CAFÉ AT THE WEST FLORIDA  
PUBLIC LIBRARIES PENSACOLA LIBRARY**

In accordance with your "Request for Proposals" and "Instructions to Proposers" for 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 **RE-SOLICITATION CAFÉ AT THE WEST FLORIDA PUBLIC LIBRARIES PENSACOLA LIBRARY**

**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 and will provide for a % of gross sales to be remitted to Escambia County Board of Commissioners to benefit the West Florida Public Libraries.

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 \_\_\_\_\_

Person to contact concerning this Proposal:  
\_\_\_\_\_

Occupational License No. \_\_\_\_\_

Phone# \_\_\_\_\_

By: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Person to contact for emergency service or disaster service:  
\_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone and/or Cell #: \_\_\_\_\_

**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)

**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-LINESOLICITATIONS**

1. **Sealed Solicitations**
2. **Execution of Solicitation**
3. **No Offer**
4. **Solicitation Opening**
5. **Prices, Terms and Payment**
  - 5.1 **Taxes**
  - 5.2 **Discounts**
  - 5.3 **Mistakes**
  - 5.4 **Condition and Packaging**
  - 5.5 **Safety Standards**
  - 5.6 **Invoicing and Payment**
  - 5.7 **Annual Appropriations**
6. **Additional Terms and Conditions**
7. **Manufacturers ' Name and Approved Equivalents**
8. **Interpretations/Disputes**
9. **Conflict of Interest**
  - 9.1 **County Procedure on Acceptance of Gifts**
  - 9.2 **Contractors Required to Disclose any Gift Giving**
  - 9.3 **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**

#### **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 PD15-16.044, "Re-Solicitation Café at the West Florida Public Libraries Pensacola Library", 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**

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 Café at West Florida Public Library and to maintain a quality food and service snack bar.**

### **1. Mandatory Pre-Solicitation Conference and On Site Visit**

**All interested parties are required to attend a mandatory Pre-Proposal Conference will be held at the West Florida Public Libraries Pensacola Library, 239 N Spring St. (btwn W Gregory St & W Wright St.) Pensacola, Florida 32502**

### **2. Procurement Questions**

Procurement questions may be directed to Claudia Simmons, Purchasing Manager, 850-595-4987, Email [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us) no later than Wednesday, May 4, 2016.

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 compiled 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. **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.

9. **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.

10. **Contract Term/Renewal**

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of 36 months with two options for 12 month extensions for a total of no more than 60 months.

11. **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 five (5) years.

12. **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.

13. **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.

14. **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.

15. **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**

### **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, non-owned 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: Claudia Simmons, Purchasing Manager  
 Office of Purchasing, Room 11.101  
 P.O. Box 1591  
 Pensacola, FL 32591-1591  
 Fax (850) 595-4805
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 its, 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 PROPOSAL RESPONSE FORMAT

## RE-SOLICITATION CAFÉ AT THE WEST FLORIDA PUBLIC LIBRARIES PENSACOLA LIBRARY

PD 15-16.044

ESCAMBIA COUNTY, FLORIDA

### 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 the Café in the Pensacola Library of the West Florida Public Libraries.

#### 1-2 **BACKGROUND INFORMATION**

1.2.1 The dimensions of the food preparation and service counter is approximately 23'8" X 9'8" sq. ft., the interior dining space is approximately 26' X 13'6" sq. ft., and patio 19'10" X 26'6" sq. ft.

1.2.2 The two story Pensacola Library is located at 239 North Spring Street, Pensacola, FL. The Pensacola Library served over 600,000 patrons annually the last two fiscal years and employs approximately 55 employees. The Café will provide food service to the staff of the building and the general public.

1.2.3 The contractor shall have access to the facility and the option to operate the food service program seven days a week, except for designated county holidays. Service Hours may be adjusted by mutual agreement. It is preferred that the café offer hot/cold beverages and hot/cold food options during all library hours.

1.2.4 The Pensacola Library's hours of operation are Monday through Thursday 10:00 a.m. to 8:00 p.m., Fridays and Saturdays 10:00 a.m. to 4:00 p.m. and Sundays, Labor Day through Memorial Day, except for designated holidays, from 12:00 p.m. to 4:00 p.m.

1.2.5 The food service contract covers the Café.

1.2.6 The Café is a new addition to the library, so total annual sales cannot be approximated.

**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 provide the following:

1.3.1 The successful contractor shall conduct the operation of the Café 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 at a range of price points, 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 Todd Humble, Library Director. 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**

1.5.1 The initial contract will be for a period of three (3) years with an option to renew for two (2) additional twelve (12) months 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 and procurement questions may be directed to Claudia Simmons Purchasing Manager, Telephone (850) 595-4987, Email [casimmon@co.escambia.fl.us](mailto:casimmon@co.escambia.fl.us).

**1-8 SITE INSPECTION-MANDATORY**

**A mandatory pre-proposal conference and site visit shall be held on Friday, April 22, 2016 at 10:00 am CDT at the West Florida Public Libraries Pensacola Library located at 239 N Spring Street (between W. Gregory St. & W Wright St.) Pensacola, Florida 32502**

**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 is subject to change and will be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, April 11, 2016
<b>Mandatory Pre-Solicitation Conference</b>	<b>Friday, April 22, 2016 @10:00 am CDT</b>
Final Date for Questions	Wednesday, May 4, 2016
Date for Responses to Questions	Friday, May 6, 2016
Receipt of proposals	3:00 p.m., CDT, Wednesday, May 11, 2016
Shortlisting Meeting	Week of May 18, 2016
Discussions / Selection Meeting	TBD
1 <sup>st</sup> Negotiations Meeting, if required	TBD
Board of County Commissioners approval	TBD

**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 Café 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.
- 1.14.7 Quarterly earnings reports will be provided to the County.

**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.

The information provided shall be organized in the manner specified herein and shall be contained in the proposal document in the sections of the proposal labeled as follows:

TAB 1 - Required documents specified in the Proposers' Checklist as THESE DOCUMENTS SHALL BE RETURNED WITH THE PROPOSAL

TAB 2 – Information in the proposal pertaining to Part II – Section 2.3- 2.4 of this solicitation

TAB 3 – The information in the proposal pertaining to Part III- Selection Criteria

#### **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 Café.

Said background check to be provided by County 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 Submit your menu with prices for hot/cold beverages and hot/cold food options.

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. Hours of Operation
- H. Percentage of Gross Sales to be paid to BOCC

Contractor shall remit a percentage of gross sales from the operation of the Café to Escambia County Board of Commissioners to benefit Escambia County library services offered at West Florida Public Libraries.

**PART IV SCOPE OF WORK**

**4.1** The Board of County Commissioners of Escambia County, Florida is seeking the professional services of a qualified Contractor for the food service operations of the Café in the Pensacola Library of the West Florida Public Libraries.

**4.2** The Contractor will operate in accordance with the provisions of the agreement with the Escambia County Board of Commissioners and provide services and operate the Café at agreed upon times to be within the hours of library operations on the days of normal operations. The Pensacola Library's hours of operation are Monday through Thursday 10:00a.m. to 8:00p.m., Fridays and Saturdays 10:00a.m. to 4:00p.m. and Sundays Labor Day through Memorial Day except for designated holidays from 12:00p.m. to 4:00p.m. Proposer to propose daily hours of operations (Open and Close times and days of week) and total weekly hours in the submittal.

**4.3** The Contractor will be responsible for the maintenance and cleaning of the Café.

**4.4** The restrooms are located outside of the Café area and will not be maintained by the Contractor.

**4.5** This Agreement shall be for a term of three (3) years with an option to renew for two (2) additional twelve (12) months by mutual agreement.

- 4.6** 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 Café. The Contractor will verify employees' eligibility with the Contract Administrator prior to hiring the employee.
- 4.7** Contractor shall supply a full menu. 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 Café at all times.
- 4.8** 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"**.
- 4.9** Vender Performance Evaluations shall be performed by the Contract Administrator every twelve (12) months based on criteria established by the Contract Administrator. 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.
- 4.10** 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.
- 4.11** All supplies, expendable and non-expendable, and all food, perishable and non-perishable, shall be the responsibility of the Contractor.
- 4.12** Proposals not containing a % of gross sales to be paid to the Escambia County Board of Commissioners will not be evaluated.
- 4.13** The Contractor shall be responsible for maintaining accurate records of all sales and provide a monthly report of sales to the Contract Administrator for audit. The percentage of gross sales shall be remitted monthly to

Clerk of the Circuit Court  
Attention: Accounts Receivable  
221 Palafox Place  
Pensacola, Florida 32502

- 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 (café, café’ patio, and café’ eating areas?). 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**

**RE-SOLICITATION CAFÉ AT THE WEST FLORIDA PUBLIC  
LIBRARIES PENSACOLA LIBRARY**

**SPECIFICATION PD 15-16.044**

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”**.



Board of County Commissioners  
Office of Purchasing  
**Title: Contract Administration**

Procedure No: PP-221

Page No: 1 of 4

Effective Date: 5/20/04    Supersedes Date: 12/9/03

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.



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.



Board of County Commissioners  
Office of Purchasing  
**Title: Contract Administration**

Procedure No: PP-221

Page No: 4 of 4

Effective Date: 5/20/04 Supersedes Date: 12/9/03

- 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.



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.



Board of County Commissioners  
Office of Purchasing  
**Title: Vendors/Suppliers Survey**

Procedure No: PP-260

Page No: 1 of 2

Effective Date: 12/17/03 Supersedes Date: 7/15/99

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.



Board of County Commissioners  
Office of Purchasing  
**Title: Vendors/Suppliers Survey**

Procedure No: PP-260

Page No: 2 of 2

Effective Date: 12/17/03 Supersedes Date: 7/15/99

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 \_\_\_\_\_

