

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

FOOD SERVICES FOR M.C. BLANCHARD BUILDING

SOLICITATION NUMBER PD 18-19.104

Responses will be received until 2:00 PM, CST, June 22, 2020

**A non-mandatory pre-solicitation conference and walkthrough will be held on-site
at 10:30 AM, CDT, on June 05, 2020**

ESCAMBIA COUNTY OFFICE OF PURCHASING

**213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502**

Board of County Commissioners

Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:

Paul R. Nobles
Purchasing Manager

All request 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.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

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.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist
Food Services for M.C. Blanchard Building
Solicitation Number PD 18-19.104

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 the date and time 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.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be **ADA-compliant**.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response:
 - If submitting a paper copy of the proposal to the Office of Purchasing, the firm shall include One (1) original and one (1) electronic copy.
 - If submitting the proposal via Vendor Registry upload, this electronic copy will suffice.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at <http://www.sunbiz.org/search.html>)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

**Food Services for M.C. Blanchard Building
PD 18-19.104**

REQUEST FOR PROPOSALS

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

1. This sworn statement is submitted to _____
(Print Name of 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 bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
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 of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (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 bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and 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 is 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 ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH 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 and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

(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 danger of drug abuse in the workplace, the business' 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 bid a copy of the statement specified in Paragraph One (1).
4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas 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 One (1) through Five (5).

Check One:

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

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

Offeror's Signature

Date

Information sheet for Transactions and Conveyances Corporate Identification
(Page 1 of 2)

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

(Please Circle One)

Is this a Florida Corporation:

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 Number: _____

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:

Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:** _____

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.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

END

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 web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at [MyEscambia Web Site](#) then click "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. Manufacturer's 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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
24. The Successful Bidder(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: [Florida Sunbiz Search](#)
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. 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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.104, Food Services for M.C. Blanchard Building, Name of Submitting Firm, June 22, 2020 at 2:00 PM CST and Time Due.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the 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:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, 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 bidders/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.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request 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 bid protest is resolved or the solicitation is otherwise cancelled.

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.

C. Sanctions

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

- 1) Rejection/disqualification of submittal;
- 2) Termination of contract; or
- 3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be June 11, 2020 at 5:00 PM CDT.

3. Proposal Forms

This Solicitation contains a Solicitation, Offer, and Proposal Form which shall be submitted in a sealed envelope, signed with original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in the Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

4. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference and Walkthrough will be held in the lobby of the M.C. Blanchard Judicial Building, 190 West Government Street, Pensacola, FL 32502, June 5, 2020, 10:30 AM CDT.

All interested parties are invited to attend this non-mandatory pre-solicitation conference. At this time, the Board's representative(s) will be available to answer questions relative to this Solicitation. Any suggested modifications may be presented, in writing to or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

It is the Offeror's responsibility to become fully informed as to where items are to be installed and/or the nature and extent of the work required, and its relation to any other

work in the area, including possible interference from other site activities. A firm's failure to visually inspect the facilities may be cause for disqualification of that firm's offer.

5. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their 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.

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.

6. Safety Regulations

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

7. Codes and Regulations

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

related to handling, preparing, and selling food products to the public.

8. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

9. 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 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 and all visitors to the facility that are within the service area of the awarded Vendor.

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

10. Contract Term/Renewal/Termination

The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of forty-eight (48) months. The contract shall not be renewed.

11. Pricing

All items sold to the County as a result of this award are subject to post sale audit adjustment. In the event an audit indicates offeror has not honored quoted price lists and discounts, offeror will be liable for any and all overage charges.

12. Price Adjustment

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

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

- 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.
- C. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

15. Qualification of Offerors

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with their offer:

- 1. Experience record showing the offeror's training and experience in similar work.

2. List and brief description of similar work satisfactorily completed with location, dates of contact, names and addresses of owners.
3. List of equipment and facilities available to do the work.
4. List of personnel, by name and title, contemplated to perform this work.

Failure to submit the above requested information may be cause for rejection of your offer.

16. Licenses, Certifications, Registrations

The offeror shall at the 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, certification, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow up evidence that as the Contractor they maintain such credentials throughout the period of agreement.

17. Term of Offer

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the County within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

18. Award

Award shall be made on an "all-or-none total" basis.

19. Termination

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded Vendor, Escambia County may serve written notice upon the awarded Vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the Vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

20. 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.

21. 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).

Non-Contract Insurance Requirements

22. 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 level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. County 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 worker's 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.

B. Workers Compensation Coverage

The Contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 \$1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage

required.

D. 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.

E. 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 non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30-day notification of cancellation.

F. Excess or Umbrella Liability Coverage (if utilized to achieve required policy limits)

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.

G. 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 and business auto liability policies.
2. Include a reference to the project PD # and name, as well as the Office of Purchasing telephone number (850-595-4980) and email: Purchasing@myescambia.com.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:

Escambia County
Attention: Jeffrey Lovingood, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32591
Email: Purchasing@myescambia.com

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 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.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of Contractor's policies, except for professional liability and worker's compensation insurance, are to be endorsed, and the Contractor's certificate(s) of insurance shall state, that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change.

Property Coverage for Leases

The Contractor shall procure and maintain for the life of the lease, all risk/special

perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost and shall include an agreed value endorsement to waive coinsurance.

Coverage shall also include continued full payment of rents to the County for up to one year after damage or destruction of the property.

Commercial General Liability Coverage Project Aggregate

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of \$1,000,000.00 is required by the County for this agreement or contract.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the Contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

Contractor's Equipment Coverage

Contractor's equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred.

Fidelity/Dishonesty/Liability Coverage – for County

Fidelity/dishonesty/liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

Professional Liability/Malpractice/Errors or Omissions Insurance

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of \$1,000,000 per occurrence.

If a claim made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental Extended Reporting Period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of the claims made coverage.

23. 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, judgements, 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 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 UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information

- 1-1 Purpose
- 1-2 Background Information
- 1-3 Objective
- 1-4 Issuing Officer
- 1-5 Contract Consideration
- 1-6 Rejection
- 1-7 Inquiries
- 1-8 Addenda
- 1-9 Schedule
- 1-10 Proposal Content and Signature
- 1-11 Negotiations
- 1-12 Recommended Proposal Preparation Guidelines
- 1-13 Prime Contract Responsibilities
- 1-14 Disclosures
- 1-15 Delays
- 1-16 Work Plan Control
- 1-17 Method of Payment

Part II Information Required from Contractors

- 2-1 Proposal Format and Content
- 2-2 Introduction
- 2-3 Understanding the Project
- 2-4 Experience and Qualifications
- 2-5 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

REQUEST FOR PROPOSALS

FOOD SERVICES FOR M.C. BLANCHARD JUDICIAL BUILDING **PD 18-19.104**

PART I **GENERAL INFORMATION**

1-1 **PURPOSE**

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified Contractor to provide food services for the M.C. Blanchard Judicial Building, with quality foods and selections of breakfast, lunch and snack items.

1-2 **BACKGROUND INFORMATION**

- A. The dimensions of the food service area (Café) is approximately 825 square feet, and includes an enclosed seating area that is approximately 1,058 square feet.
- B. The M.C. Blanchard Judicial building employs approximately 420 employees.
- C. The Café will provide food services to the staff within the building as well as the general public.
- D. The Café hours of operation shall be Monday – Friday, except for Court-designated holidays. Hours of operation shall be negotiated; however, the County recommends 7:00 AM to 4:00 PM. Café service will provide a breakfast, lunch, fast-grill, and snacks. Hours may be adjusted by mutual agreement.
- E. The most recent annual snack bar sales are between \$140,000-\$150,000. By implementing a Café approach, it is the hope of the County that more individuals will choose to dine here thereby increasing annual sales.

NOTE: The awarded Vendor shall operate the Café so that the program is self-sufficient. The County shall not provide any funds or support other than water and power utilities.

1-3 **OBJECTIVE**

The Primary objective of this RFP is the selection of the most qualified and experienced Contractor to provide the following items that are most advantageous to the County:

The awarded Vendor shall conduct the operation of the Café in a manner which best fulfills the program objectives, which are:

- A. To provide an appealing and nutritionally sound food program for County employees and the general public.
- B. To provide management, staff, and operational structure that will ensure that both the food products and customer service are consistently top quality and held in high regard by County employees and the general public.

- C. To provide reasonable prices, services, quality, selection and variety to customers. The Café program is not to be a revenue-generating program for the County and prices to customers shall reflect this.

1-4 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Brenda Van Brussel, Director of Operations, Clerk of Court. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-5 CONTRACT CONSIDERATION

It is expected that the contract shall be a term agreement offering a single twelve (12) month agreement, with options for up to two (2) one-year renewal options. The total term of this agreement shall not exceed thirty-six (36) months.

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

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

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-8 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.

1-9 SCHEDULE

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

Mailing (Advertisement) Date.....May 26, 2020

Non-Mandatory Pre-Proposal Conference.....June 05, 2020 at 10:30 AM CDT

Receipt of Proposals.....June 22, 2020 at 2:00 PM CDT

Short-List Meeting.....June 26, 2020

Discussion/Ranking Meeting.....July 07, 2020 at 1:00 PM CDT

First Negotiation with Top-Ranked Firm.....July 28, 2020 at 1:00 PM CDT

Second Negotiation Meeting (If Necessary).....July 30, 2020 at 1:00 PM CDT

Target Board Date.....August 21, 2020

1-10 PROPOSAL CONTENT AND SIGNATURE

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted by either (choose one):

- A sealed envelope, with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted. Sealed proposals shall include an electronic copy of the complete proposal on CD or flash drive.
- Uploading a PDF of the complete proposal, including a signed Bid Form with Original signatures in indelible ink and signed in the proper spaces by a person authorized to sign on behalf of the firm. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

1-11 NEGOTIATIONS

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

1-12 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All Contractors shall provide a straightforward 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. All proposals shall be in spiral binding or "GBC" type binder with all pages 8.5" x 11" format. The County discourages overly lengthy or costly proposals.

1-13 PRIME CONTRACT RESPONSIBILITIES

The selected Contractor shall be required to assume responsibility for all services offered in their 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 as follows:

- A. 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.

- B. The premises, equipment, and facilities shall be maintained by the awarded Vendor in a condition satisfactory to Escambia County and shall adhere to the standards of cleanliness and sanitation as required by the County Health Department and USDA to ensure continual sanitation in all function and matters related to the food service program.
- C. The awarded Vendor shall be responsible for the prompt removal of all trash and debris originating from and/or within the food services area, and taking it to designated dumpsters provided by Escambia County.
- D. The awarded Vendor shall be responsible for the expense of insect and pest control in all food service production, seating, and storage areas. An agreement must be in place, a copy of which shall be provided to the County. A first service shall be performed prior to the Vendor taking over the food service area.
- E. It shall be the responsibility of the awarded Vendor to keep the Café area clean and neat. All janitorial services directly applicable to the Café shall be the responsibility of the awarded Vendor.
- F. The awarded Vendor shall operate the Café so that the program is self-sufficient. The County shall not provide any funds or support other than water and power utilities.

1-14 DISCLOSURE

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

1-15 DELAYS

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

1-16 WORK PLAN CONTROL

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

1-17 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

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

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

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

- A. The firm must be of sufficient size and expertise to furnish the resources needed to maintain the food service operation.
- B. The firm must be licensed to business in the State of Florida at the time of bid response.
- C. The firm shall have experience and expertise in the food service areas 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. Food quality control and customer service.
 - 6. Food service management and staff management/training.

7. Accounting.
 8. Federal and state food service requirements.
- D. All food service personnel shall be employed by the Contractor and will not be employees of Escambia County. All food service personnel shall be required to undergo a background check (provided by Court Administration) prior to working in the Café.

2-4 EXPERIENCE AND QUALIFICATIONS

Firms responding to this solicitation shall furnish as part of the proposal a general description of experience, highlighting areas of food service management and including:

- A. Name and address of the company, corporate and local offices as applicable.
- B. The duration and extent of experience in providing management service for food service programs. Please provide experience in similar food service operations as applicable.
- C. A proposed menu that would be offered for breakfast, lunch, and snacks, all with prices.
- D. Name(s) and résumé(s) of proposed key personnel that will manage the operation.

2-5 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III CRITERIA FOR SELECTION

The following factors shall be used in evaluation of proposals:

- | | | |
|----|---|----|
| A. | Menu Quality and Variety | 30 |
| B. | Menu Pricing | 30 |
| C. | Experience and Qualifications (see 2-4 above) | 30 |
| D. | Business References | 10 |

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 to provide food service operations (Café) in the lobby of the M.C. Blanchard Judicial Building, located at 190 West Government Street, Pensacola, FL 32505.

4-2 The Contractor will operate in accordance with the provisions of the agreement with the Escambia County Board of County Commissioners. The hours of the Café will be Monday through Friday, excluding County-recognized holidays. Hours of operation shall be negotiated; however, the County recommends 7:00 AM to 4:00 PM.

Any changes to the hours or dates of operation must be by mutual agreement, in writing, between the County and the Contractor.

4-3 The agreement resulting from this solicitation shall be for a term of a single twelve (12) month agreement, with options for up to two (2) one-year renewal options. The total term of this agreement shall not exceed thirty-six (36) months.

4-4 The Café staff shall be employees of the Contractor and shall not be employees of Escambia County. The Contractor shall be responsible for hiring and supervising its employees as required to prepare and serve food, as well provide satisfactory customer service, and monitor the area for debris and garbage.

All Contractors employees requiring access to the M. C. Blanchard Judicial Building shall be required to undergo and pass a County-provided background check prior to entering or working in the building. The Contractor shall verify all employees' eligibility with the Contract Administrator prior to hiring Café staff or allowing building access to any employees of the Contractor. Badges will be provided by the County that offer Café staff and management limited access to the secure facility. Badges and access will be coordinated by the Contractor with the Contract Administrator.

4-5 The Contractor shall provide a breakfast service and a lunch service, the menus for which will offer a balance of quality, seasonal, and healthy foods and beverages to serve County employees, jurors, and the general public.

The menu shall be subject to the final approval of the County's Contract Administrator. Changes to the menu must be agreed upon in advance of any change, in writing, by the Contract Administrator.

Additionally, the Contractor shall be tasked at times to provide catered meals which may include Jury meals, lunch service for meetings (boxed lunches), and light refreshments for special events.

4-6 The 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 Number PP-221 Contract Administration, PP-250 Vendor Performance Evaluation, and PP-260 Vendors/Suppliers Survey, attached hereto and incorporated herein as Composite Exhibit "A".

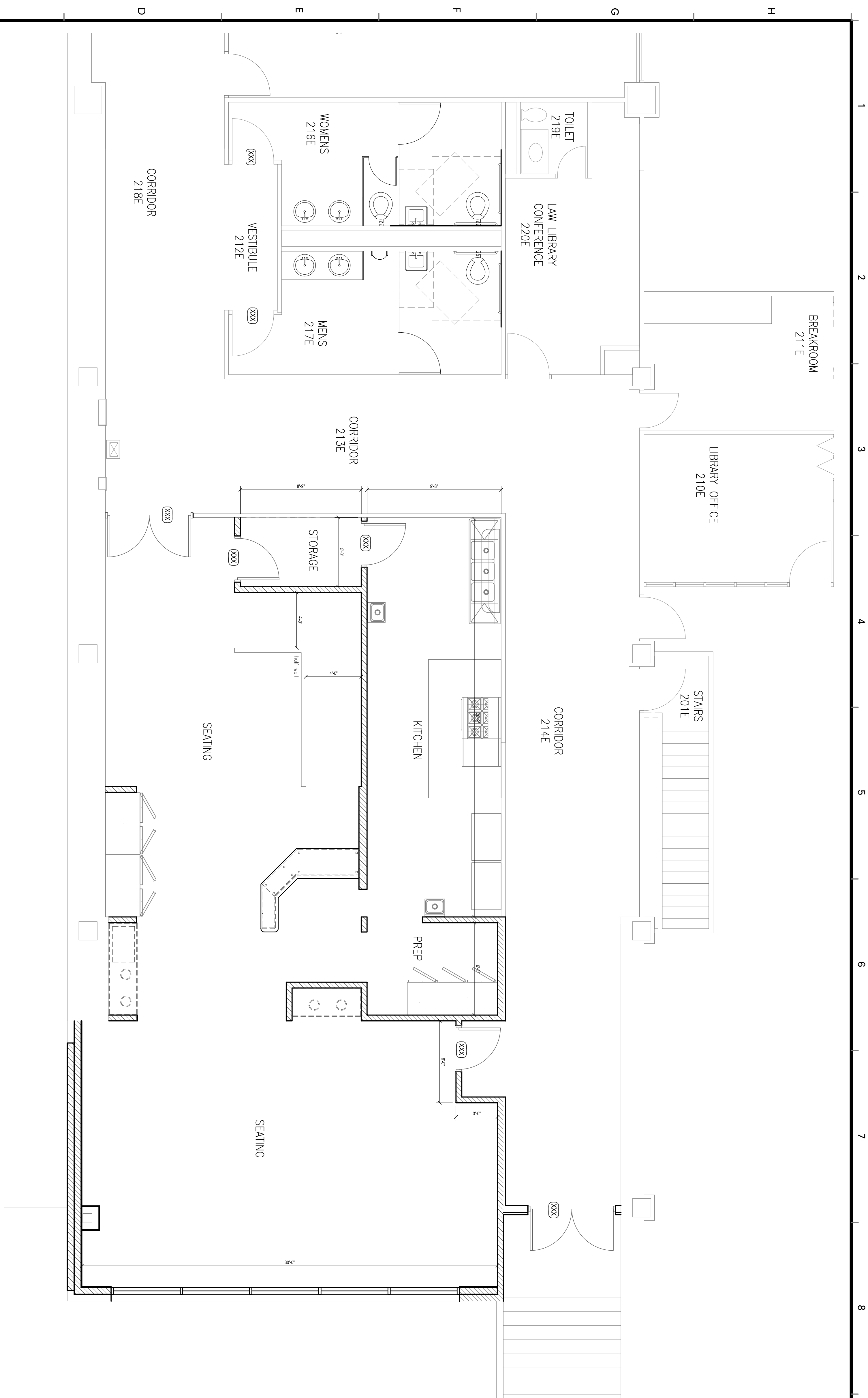
4-7 Vendor Performance Evaluations shall be performed by the Contract Administrator on an

ad hoc basis and no less than every twelve (12) months, beginning with the Agreement commencement date. The Contract Administrator will provide the Contractor with a notice regarding the evaluation. The Contractor shall have thirty (30) calendar days from the date of notice to cure any and all performance issues noted by the Contract Administrator. The Contract Administrator shall retain the sole discretion to determine the Contractor's compliance with performance requirements under this agreement.

- 4-8** At the conclusion of this agreement, whether such conclusion is a result of expiration, early termination, or otherwise, Contractor agrees to remove its equipment and appliances from the facility within thirty (30) calendar days or less. The Contractor shall leave the Café area in "as good or better" condition as it was on the commencement date. Exceptions will be given for reasonable wear and tear arising from the use of the facility pursuant to the terms and conditions of this agreement.
- 4-9** All expendable and non-expendable supplies and all perishable and non-perishable food shall be the responsibility of the Contractor.
- 4-10** The facility is provided to the Contractor in "as-is, where-is" condition. The County plans to provide for water and power to the area, drains, a three-compartment sink, and a hand-washing station in the kitchen area. Seating will be the responsibility of the Contractor.

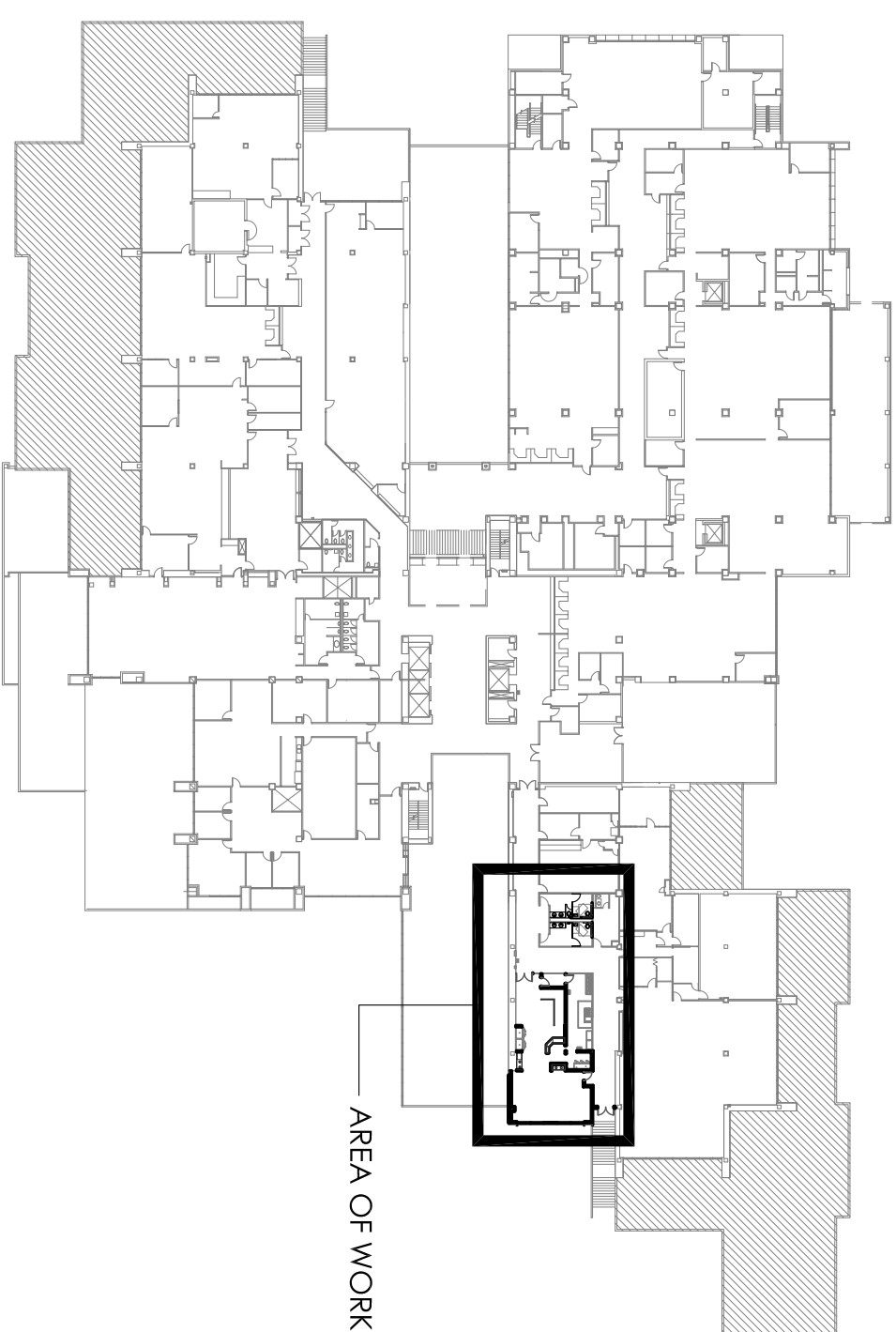
Any changes to the facility shall be approved in writing by the County in advance of any changes being made, and shall be the sole expense of the Contractor.

- 4-11** The Contractor shall be responsible for the maintenance of the Café area 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 the Contractor shall adhere to the standard of cleanliness as required by the USDA and Escambia County Health Department.



NEW WORK FLOOR PLAN

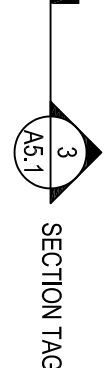
(A101) SCALE: 1/4" = 1'-0"



A BUILDING KEY PLAN - SECOND FLOOR

(A101) N.T.S

SYMBOL LEGEND:

[illegible]

101 ROOM NAME & NUMBER

►

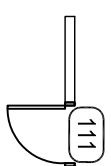
ELEVATION TAG


 PENGUIN

NEW WORK LEGEND:



NEW CONSTRUCTION



NEW DOOF

NEW WORK NOTES:

1. ALL DIMENSIONS ARE TO FACE OF STUD., U.N.O.
2. ALL DIMENSIONS AT 15°/45° ANGLES, U.N.O.
3. CLEAN, PATCH, LEVEL, SMOOTH, AND PREP FLOOR SLAB AS REQUIRED FOR SCHEDULED FINISHES.
4. ALL WOOD BLOCKING FOR MILLWORK OR MISCELLANEOUS PRIMAING TO BE PREPARED AND FINISHED.
5. G.C. TO LAYOUT ALL PARTITION AND DOOR LOCATIONS ON FLOOR PRIOR TO PROCEEDING WITH CONSTRUCTION. OBTAIN LAYOUT ACCEPTANCE FROM ARCHITECT.
6. REPAIR AND PREPARE EXISTING WALLS TO REMAIN IN ORDER TO RECEIVE NEW WALL FINISHES.
7. PATCH AND REPAIR ALL CONCRETE SLAB AREAS AND PREPARE FOR NEW FINISHES.
8. SLOPE ALL NEW FLOORING TO EXISTING FLOOR DRAINS.
9. COORDINATE NEW WORK WITH ALL MECHANICAL, PLUMBING, AND ELECTRICAL DRAWINGS.
10. INSTALL NEW PLUMBING FIXTURES IN EXISTING LOCATIONS, UNLESS OTHERWISE STATED. COORDINATE WITH PLUMBING DRAWINGS.
11. INSTALL NEW CEILINGS AS SCHEDULED AT EXISTING HEIGHTS UNLESS OTHERWISE NOTED.

ISSUE	01-31-2020
DRAWN BY:	
CHECKED BY:	

720 Bayfront Parkway
Suite 200
Pensacola, FL 32502

GMCNETWORK.COM

GMC

New Work Floor Plan

A101

MC Blanchard Building Food Service and Restroom Renovation

190 West Government St.
Pensacola, FL 32502
GMC Project #: APN190093