

**REQUEST FOR PROPOSALS  
FOR THE CITY OF FORT WALTON BEACH  
RFP #17-003 FOOD CONCESSION SERVICES**



**Issued By:**

**Purchasing Division  
City of Fort Walton Beach, Florida  
105 Miracle Strip Pkwy, SW  
Fort Walton Beach, Florida 32548  
(850) 833-9523  
Fax (850) 833-9643  
Website: <http://www.fwb.org>**

**Date of Issue: December 22, 2016  
Bid Opening: January 24, 2017 2:30PM local time**

City of Fort Walton Beach, Purchasing Division  
 105 Miracle Strip Pkwy, SW  
 Fort Walton Beach, Florida, 32548  
 850-833-9523



REQUEST FOR PROPOSAL	
RFP 17-003 – FOOD CONCESSION SERVICES	
Posting Date	December 22, 2016
Purchasing Contact	Giuliana Scott, CPPB, Purchasing Agent 850-833-9523 / <a href="mailto:gscott@fwb.org">gscott@fwb.org</a>
Opening Date & Time	January 24, 2017 2:30 PM, CST
Bid Opening Location	City Hall Annex Bldg, Purchasing Div. 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL 32548
<u>Submission Information:</u> Proposals must be sealed and reference the RFP Number, Title, & Opening Date & Time on the outside envelope.	<u>Mail to:</u> Purchasing Division 105 Miracle Strip Pkwy, SW Fort Walton Beach, FL, 32548

The City of Fort Walton Beach, Florida solicits your company to submit a proposal on the above referenced goods or services. All terms, specifications, and conditions set forth in this request are incorporated by reference in your response. Proposals will not be accepted unless all conditions have been met. The City is not responsible for lost or late delivery of proposals by any delivery service used by the Proposer. Proposals may not be withdrawn for a period of ninety (90) days after the RFP opening unless otherwise specified.

Respondents are advised that from the date of release of this solicitation until award of the contract, no contact with City personnel related to this solicitation is permitted. All communications are to be directed to the Purchasing Representative and sole contact listed below. ANY SUCH UNAUTHORIZED CONTACT MAY RESULT IN THE DISQUALIFICATION OF THE RESPONDENTS SUBMITTAL.

It is the intent and purpose of the City of Fort Walton Beach that this Request for Proposal promotes competitive proposals. It shall be the proposer's responsibility to advise the Purchasing Division at the address noted in the Special Conditions, if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposal to a single service provider. Such notification must be submitted in writing and must be received by the Purchasing Division no later than ten (10) days prior to the proposal opening date.

**PURCHASING CONTACT FOR THIS PROPOSAL:**

Giuliana Scott, Purchasing Agent  
 Phone: 850-833-9523  
 Fax: 850-833-9643  
 Email: [gscott@fwb.org](mailto:gscott@fwb.org)

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## **SECTION 1 - STANDARD FORMS**

THE FORMS LISTED BELOW ARE TO BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL, AND ARE ATTACHED HEREWITH:

1. PROPOSER'S CERTIFICATION
2. ADDENDUM PAGE
3. REFERENCES
4. DRUG FREE WORKPLACE
5. PUBLIC ENTITY CRIMES FORM

NOTE: PLEASE ENSURE THAT ALL OF THESE DOCUMENTS ARE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL. FAILURE TO DO SO MAY RESULT IN YOUR PROPOSAL NOT BEING CONSIDERED FOR AWARD.

*This area left blank intentionally.*

**1.1 PROPOSER’S CERTIFICATION – RFP 17-003**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and Special Conditions, Scope of Work, Attachments, Exhibits, proposed agreement and any other documents accompanying or made a part of this Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Fort Walton Beach or of any other proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

\_\_\_\_\_  
NAME OF BUSINESS

BY: \_\_\_\_\_  
SIGNATURE (ORIGINAL – blue or black ink)

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
EMAIL ADDRESS (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

Acknowledged & subscribed before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, as the \_\_\_\_\_ of  
[business] \_\_\_\_\_

\_\_\_\_\_  
Signature of Notary  
Notary Public, State of \_\_\_\_\_

Personally Known \_\_\_\_\_ -OR- Produced Identification of: \_\_\_\_\_

**1.2**

**ADDENDUM PAGE RFP #17-003**

The undersigned acknowledges receipt of the following addenda to the Documents (Give number and date of each):

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**FAILURE TO SUBMIT ACKNOWLEDGMENT OF ANY ADDENDUM THAT AFFECTS THE SCOPE OF WORK IS CONSIDERED A MAJOR IRREGULARITY AND WILL BE CAUSE FOR REJECTION OF THE PROPOSAL.**

\_\_\_\_\_  
NAME OF BUSINESS

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

\_\_\_\_\_  
NAME & TITLE (type or print)

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE, ZIP CODE

( ) \_\_\_\_\_  
TELEPHONE NUMBER

( ) \_\_\_\_\_  
FAX NUMBER

\_\_\_\_\_  
DATE

**1.3 REFERENCES RFP 17-003**

Bidder shall submit as a part of the bid package, four (4) Customer references with name of the customer, address, contact person, and telephone number.

REGARDING PROPOSER: \_\_\_\_\_

Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email
Name:	Name:
Contact:	Contact:
Address:	Address:
Telephone:	Telephone:
Email:	Email

**1.4 DRUG-FREE WORKPLACE FORM RFP 17-003**

The undersigned vendor, on \_\_\_\_\_, 2017, in accordance with Section 287.087, Florida Statutes, certifies that [company] \_\_\_\_\_ does:

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 bid 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 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.

NAME OF BUSINESS: \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

**1.5 PUBLIC ENTITY CRIME FORM – RFP 17-003****SWORN STATEMENT UNDER SECTION 287.133 (3) (A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

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

This sworn statement is submitted with Proposal, Proposal or Contract # \_\_\_\_\_

This sworn statement is submitted by \_\_\_\_\_ whose business address is \_\_\_\_\_ and (if applicable) Federal Employer Identification Number (FEIN) is \_\_\_\_\_ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).

My name is \_\_\_\_\_ and my relationship to the entity named above is \_\_\_\_\_.

I understand that a "public entity crime" as defined in Paragraph 287.133(a)(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 with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or any 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.

I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means 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 records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

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

- A predecessor or successor of a person convicted of a public entity crime (or)
- 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 of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

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 the state or of the United States with the legal power to enter into a binding contract for 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 n management of an entity.

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

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have 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 the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

STATE OF: \_\_\_\_\_ COUNTY OF: \_\_\_\_\_

PERSONALLY APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, and is personally known to me, or has provided \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

My Commission expires

## 2.0 GENERAL TERMS & CONDITIONS OF PROPOSALS AND CONTRACT:

2.1 PUBLIC OPENING: All proposals will be publicly opened and the list of proposers read aloud at City Hall Annex Building, Office of Purchasing Division, 105 Miracle Strip Pkwy SW, Fort Walton Beach, FL at the time specified and will be made available for public inspection within THIRTY (30) days after the proposal opening or when an award decision is made, whichever is earlier.

2.2 AMERICANS WITH DISABILITIES ACT: The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail [clerk@fwb.org](mailto:clerk@fwb.org).

2.3 CONTRACT REQUIRED: The City and the successful proposer shall enter into a Contract for Services / Equipment (See Exhibit "A" for blank contract) that will include, but not be limited to, and may be superseded by such Contract, the following terms and conditions:

- 2.3.1 Independent Contractor Status; Indemnity: At all times the winning Proposer will be an independent contractor and shall, therefore, agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and costs of action, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of the Contract whether by act or omission of the Proposer, its agents, servants, employees or others, or because of or due to the mere existence of the Contract between the parties.
- 2.3.2 Copyrighted, Confidential Information: If applicable, the proposer shall pay all royalties and assume all costs arising from the use of any invention, design, process materials, equipment, product, or device which is the subject of patent rights or copyrights. Proposer shall, at its own expense, hold harmless and defend the City against any claim, suit, or proceeding brought against the City which is based upon a claim, whether rightful or otherwise, that the goods or services, or any part thereof, furnished under the contract, constitute an infringement of any patent or copyright of the United States. The Proposer shall pay all damages and costs awarded against the City.
- 2.3.3 Time Is Of the Essence: A condition that time is of the essence for the proper provision of services of the Contract and that the successful proposer will conduct all required work diligently and as specified by the City.
- 2.3.4 Assignment: The successful proposer may not assign, transfer, or otherwise dispose any rights or obligations of the Contract without prior written consent of the City.

- 2.3.5 Termination for Convenience: The City may terminate for its convenience at any time, in whole, or in part, any proposal award. In the event of termination for convenience, the City's sole obligations will be to reimburse Proposer for (1) those goods and/or services actually shipped /performed and accepted up to the date of termination, and (2) costs incurred by the Proposer for unfinished goods, which are specifically manufactured for the City and which are not standard products of the Proposer, as of the date of termination, and a reasonable profit thereon. In no event is the City responsible for loss of anticipated profit nor will reimbursement exceed the proposal value.
- 2.3.6 Termination for Default: The City may terminate all or any part of an award resulting from this proposal, by giving notice of default to the Proposer, if the Proposer: (1) refuses or fails to deliver the goods or services within the time specified, (2) fails to comply with any of the provisions of this Proposal or so fails to make progress as to endanger performance hereunder, or, (3) becomes insolvent or subject to proceedings under any law relating to bankruptcy, insolvency, or relief of debtors. In the event of termination for default, the City's liability will be limited to the payment for goods and/or services delivered and accepted as of the date of termination.
- 2.3.7 Failure To Execute Contract: Failure of the successful proposer to enter into a contract in the prescribed time may be cause for cancellation of the award to that proposer. In the event the award is cancelled, the award may then be made to the second lowest responsive and responsible proposer, or the City may reject all of the proposals. Contractors who default are subject to suspension and/or removal from the City's Proposers List.
- 2.3.8 Right To Audit Records: The City shall be entitled to audit the books and records of a contractor or any sub-contractor to the extent that such books and records relate to the performance of such contract or sub-contract. Such books and records shall be maintained by the contractor for a period of three (3) years from the date of final payment under the prime contract and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.
- 2.3.9 Fiscal Year Funding Appropriation: Unless otherwise provided by this request, the contract for supplies or services may be entered into for a one year period of time. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation of funds by the City Council for any additional years.
- 2.3.10 Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods: When funds are not appropriated or otherwise made available to support continuation of the contract in any subsequent fiscal period, the contract may be terminated or modified. If the contract is terminated, the contractor shall be entitled to reimbursement for any work delivered or conducted pursuant to the contract.

2.4 **PROPOSER'S CERTIFICATION FORM:** Each proposer shall complete the "Proposer's Certification" form included with this request for proposal, and submit the form with the proposal. The form must be acknowledged before a notary public and have the notary seal affixed. Proposals may be rejected if the Proposer's Certification form is not submitted with the proposal.

2.5 **PUBLIC ENTITY CRIMES:** A person or affiliate, as defined in Chapter 287.133 of the Florida Statutes, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Chapter 287.01 of the Florida Statutes for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

2.6 **REVENUE REMITTANCE:**

2.6.1 Proper Statement: For purposes of accounting and payment procedures, a proper statement by the vendor shall include at least the following information:

2.6.1.1 Description, including quantity, of the goods or services sold at City events, reasonably sufficient to identify the goods or services.

2.6.1.2 Amounts generated, applicable sales tax, and the net payment.

2.6.1.3 Full name of the vendor, contractor or other party who has supplied the goods and/or services including a mailing address in case of a dispute, and a telephone number.

2.6.1.4 The contract number as supplied by the City.

2.6.1.5 Identification by office, division, or department of to whom the goods or services were delivered or provided.

2.6.2 Delivery Of Invoice: All statements, to be considered a proper monthly statement, shall be delivered to Accounts Payable, Finance Department, City of Fort Walton Beach, 107 Miracle Strip Parkway SW, Fort Walton Beach, Florida, 32548.

2.6.4 Statement Dispute Procedure: If there is a dispute between the City and contractor regarding a statement, the City or contractor may initiate this dispute procedure. Either party can initiate the dispute procedure, by providing the other party, in writing, notice of a dispute and stating the specifics of the dispute. The parties shall exchange all materials and information to support their claims and provide a copy of all materials and

information to the Finance Director. The Finance Director shall review all materials and information and conduct a meeting with the contractor and the responsible City office, division, or department. The proceeding to resolve the dispute shall be commenced no later than 45 days after the date on which the payment was due to the City. The Finance Director shall then issue a written final decision no later than 60 days after the date of notice of the dispute.

2.7 CONFLICTS: The proposer acknowledges and warrants that no one was paid, or has agreed to pay, a fee, commission, gift, or other consideration contingent upon receipt of an award for the services and/or supplies specified in this request for proposal.

2.8 DRUG FREE WORKPLACE CERTIFICATION: By submitting the Drug Free Workplace Form as part of this request for proposal, you are certifying that your company is a drug-free workplace in accordance with Chapter 287.087 of the Florida Statutes.

2.9 PURCHASE CONTRACTS WITH OTHER GOVERNMENT AGENCIES: The submission of any proposal in response to this request for proposal constitutes a proposal made under the same terms and conditions, for the same contract prices and/or fee schedules to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposer within the proposal documents.

2.10 INSURANCE & PERFORMANCE BONDS: Insurance and/or performance bond coverage may be required by the Contract. Such insurance or bond shall be in effect for the term of the contract. Should a Contractor fail to provide acceptable evidence of current insurance and/or a performance bond within seven (7) days before the expiration date of an insurance policy or bond, the City shall have the right to terminate the Contract.

2.11 BID BOND REQUIREMENTS: Bid bond will not be required.

2.12 INSURANCE: Proposers must be eligible for and provide evidence of insurance coverage, which equals or exceeds the City’s minimum standards for the project. All insurance required must be provided by a company licensed to do business in the State of Florida and with an A.M. best rating of at least A-. Proof of Insurance must accompany the signed contract.

2.12.1 Workers Compensation (or provide State of Florida WC Exempt Certificate)

- 2.12.1.1 Coverage A: in conformity with Florida Statutes
- 2.12.1.2 Coverage B: \$500,000/\$500,000/\$500,000

2.12.2 Commercial General Liability Each occurrence for:

- 2.12.2.1 Bodily Injury/ Property Damage: \$1,000,000
- 2.12.2.2 Personal and Advertising Injury: \$1,000,000
- 2.12.2.3 Products/Completed Operations Aggregate: \$2,000,000
- 2.12.2.4 General Aggregate: \$2,000,000
- 2.12.2.5 Fire Damage: \$100,000
- 2.12.2.6 Medical Payments: \$10,000
- 2.12.2.7 Contractual Liability where applicable

2.12.3 Business Automobile Liability: Combined single limit for bodily injury and/or property damage \$1,000,000. This coverage shall include the following provisions: the City of Fort Walton Beach shall be an additional insured; the policy shall not be cancelled unless the City is given at least thirty (30) days advanced notice; contractual liability; any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated; and symbol "1" (Any Auto) or the equivalent shall be used to designate which autos are insured.

2.12.3.1 Combined Auto Single Limit (BI/PD): \$1,000,000

This coverage shall include the following provisions:

- The City of Fort Walton Beach shall be an additional insured.
- The policy shall not be cancelled unless the City is given at least 30 days' notice.

2.12.4 Umbrella \$2,000,000 each occurrence / \$2,000,000 aggregate  
\$2,000,000 Products/Completed Operations aggregate.

2.12.5 Policy Provisions – All coverages above shall include the following provisions:

2.12.5.1 The City of Fort Walton Beach shall be an additional insured under any General Liability, Business Auto, and Umbrella Policies using an ISO Additional Insured Endorsement form CG2012 or its equivalent.

2.12.5.2 Coverage shall apply as Primary and non-contributory.

2.12.5.3 Waiver of Subrogation in favor of the City of Fort Walton Beach, Florida.

2.12.5.4 The policy shall not be cancelled unless the City is given at least thirty (30) days advance notice. Notice will be delivered in accordance to Policy Provisions.

2.12.5.5 Contractual liability and any coverages which are eliminated, restricted or reduced to less than what is commonly provided by standard I.S.O. forms must be indicated.

2.13 **LOCAL MERCHANT PREFERENCE**: In accordance with Section 4.01.02 of the City of Fort Walton Beach Code of Ordinances, in operating within the policy of purchasing quality to suit the intended purpose at the least expense, every effort will be made to purchase from merchants located within the City.

2.13.1 If all bids/proposals received in response to a competitive procurement are for the same total amount or unit price, quality and service being equal, the procurement shall be awarded to the local merchant.

2.13.2 Local Merchant will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of a local merchant, as defined in Section 2.18 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

2.13.2 Exception to this Local Merchant Preference policy shall apply to:

2.13.2.1 Purchases or contracts made under an emergency situation, as defined by Section 2.14 of the City's Purchasing Policies and Procedures.

2.13.2.2 Purchases funded in whole or part by a governmental agency (grant purchases).

2.13.3 The City Council may waive application of the local merchant preference.

2.14 MINORITY-OWNED / WOMAN-OWNED / SERVICE DISABLED VETERAN-OWNED / VETERAN-OWNED BUSINESS ENTERPRISE: Certification as a MBE/WOB/SDVOB/VOB will be an evaluation criteria in all RFP competitive solicitations and will be assigned a weight of 5%. If the proposer meets the definition of one of the categories listed here, as defined in Section 2.20 of the City's Purchasing Policies and Procedures, the proposal will be awarded 5 points by each evaluation committee member.

*This Section left intentionally blank.*

### 3.0 SCOPE OF SERVICES:

3.1 PURPOSE & INTENT: The City of Fort Walton Beach, Florida (“City”) is seeking proposals from concessionaires for the operations and management of food and beverage concessions at the City of Fort Walton Beach Preston Hood Athletic Complex (Two Concessions Buildings).

3.2 SCOPE: The Scope of Services will include operation of concessions during scheduled activities at the Preston Hood Athletic Complex (Two Concessions Buildings) as specified in Exhibit “A” (draft agreement) and Exhibit “B” (Schedule of Events).

- 3.2.1 The City currently contracts with Buffalo Rock Company for all vending products and Proposer must be able to work within the guidelines provided by that existing contract (See Exhibit “C”).
- 3.2.1 Proposer shall pay an annual rental of premises to the City for use of the facilities; and
- 3.2.3 Proposer shall pay to the City a monthly percentage of concessions sales generated.
- 3.2.4 In addition, at the sole discretion of the City, the winning proposer may be given the option to provide concessions for other City facilities. A schedule for these activities may be offered at the beginning of each season.

### 4.0 SPECIAL CONDITIONS FOR PROPOSALS AND CONTRACT

4.1 SUBMISSION REQUIREMENTS: Firms responding to this Request for Proposals (RFP) shall complete all areas requesting information in the RFP, and address the following in the order listed:

- 4.1.1 Qualifications and Experience in providing concession services. Include the following:
  - Number of years in food industry
  - Number of years specifically providing concession services.
  - References; Include list of current active contracts. Preference will be given to those references by municipalities or government agencies.
- 4.1.2 Ability to provide adequate number of staff, with appropriate training and skills needed for food preparation and serving to the public.
  - Submit evidence of proper licensing to perform food related services, including city, county and state licensing.
- 4.1.3 Completed RFP Price Sheet. **In no instance shall the City consider any fee proposal that does not represent an equitable value to the City by making the concession facilities available. The City reserves the right to negotiate with the successful proposer on the agreed fee. The proposal shall remain binding ninety (90) calendar days after the closing date of the request.**

- 4.1.4 Sample Menu showing typical products, and pricing. Please note Exhibit “C” – products which must be obtained through Buffalo Rock Co.
- 4.1.5 Submit all forms included within the bid document.
- 4.1.6 Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to fulfill the requirements of the RFP, and should not exceed 30 pages in length.
- 4.2 **REQUESTS FOR ADDITIONAL INFORMATION:** The proposer shall furnish such additional information as the City of Fort Walton Beach may reasonably require. The City reserves the right to make investigations of the qualifications of the proposer as it deems appropriate.
- 4.3 **ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:** The City reserves the right to request at any time before award that the proposer modify his proposal to more fully meet the needs of the City. The City also reserves the right to negotiate modifications to proposals it deems acceptable, reject any and all proposals, and to waive minor irregularities in the procedures.
- 4.4 **INCURRED EXPENSES:** the City is not responsible for any expenses that proposers may incur in preparing and submitting proposals called for in this RFP.
- 4.5 **INTERVIEWS:** The City reserves the right to conduct personal interviews or require presentations of any or all proposers prior to selection. A formal oral presentation may be required of each firm that is selected during the initial review process (at the sole option of the City). If required, presentations should be in support of the firm's proposal or to exhibit or otherwise demonstrate the information contained therein. The City will not be liable for any costs incurred by the proposer in connection with such interviews/presentations (i.e. travel, accommodations, etc.).
- 4.6 **PROPOSALS BINDING:** All proposals submitted shall be binding for ninety (90) calendar days following the proposal opening.
- 4.7 **ALTERNATE PROPOSALS:** An alternate proposal is viewed by the City as a proposal describing an approach to accomplishing the requirements of the RFP, which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer, which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. The City will, during the initial evaluation process, consider all alternate proposals submitted.
- 4.8 **ADDENDA AND AMENDMENTS TO REQUEST FOR PROPOSAL:** If it is necessary to revise or amend any part of this RFP, the Purchasing Agent will post the addendum on the Florida Proposal System website at [www.floridaproposalsystem.com](http://www.floridaproposalsystem.com) and/or on the City's website at [www.FWB.org/Purchasing](http://www.FWB.org/Purchasing). It is the Proposer's responsibility, prior to submitting a proposal, to ascertain if any addenda have been issued, to obtain all such addenda, and to return any executed addenda with the proposal (or complete and sign addenda acknowledgement form). The failure of a Proposer to submit acknowledgment of any addenda that materially affects the proposal is considered a major irregularity and will be cause for rejection of the proposal.

4.9 **PROPRIETARY INFORMATION:** In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that RFPs and the responses thereto are public records and subject to public inspection. If a proposer believes that any information contained in a proposal is confidential or proprietary and exempt from public disclosure, the proposer shall **identify specifically in writing** any such information contained in their proposals and cite specifically the applicable exempting law.

4.10 **PROPERTY OF THE CITY:** All proposals received from proposers in response to this RFP will become the property of the City of Fort Walton Beach and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

4.11 **CONTRACT AWARD:** The Proposer's proposal must be complete to be considered for award.

4.11.1 The City reserves the right to qualify, accept, or reject any or all vendors as deemed to be in the best interest of the City. The City reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City. The City reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the Request for Proposal.

4.11.2 The City of Fort Walton Beach reserves the right to accept any submittal, or any part or parts thereof, or to reject any and all submittals.

4.11.3 It is the City's intent to make an award within ninety (90) business days of the proposal due date.

4.11.4 Award, if made, will be in accordance with the terms and conditions herein and shall be in the form of a Contract. Awarded vendor will be given the City's contract compliance document to complete and return within thirty (30) calendar days of contract award.

4.11.5 **EXECUTION OF AGREEMENT** - Within fifteen (15) calendar days after issuance of the Notice of Award, the successful proposer will execute the Contract for Services and simultaneously provide any required licenses, indemnities and insurance certificates, not previously submitted. Failure to comply with the established deadline for submittal of required documents may be grounds for cancellation of the award.

4.12 **RESPONSE TO SCOPE OF SERVICES:**

4.12.1 **Contact Restrictions for Proposers:** All questions or requests for additional information regarding this proposal **MUST** be directed to the designated Purchasing Agent indicated below. Prospective Proposers shall not contact any member of the City Manager's Office or other City employees regarding this proposal prior to award recommendation by City Council and posting of the final tabulation on the City's Website at [www.fwb.org](http://www.fwb.org). Any such contact shall be cause for rejection of your proposal.

**4.12.2 All proposers shall direct communications and inquiries to:**

**Giuliana Scott, CPPB, Purchasing Agent**  
**City of Fort Walton Beach**  
**105 Miracle Strip Pkwy. SW**  
**Fort Walton Beach, FL 32548**  
**Phone: (850) 833-9523**  
**Fax: (850) 833-9643**  
**Email: [gscott@fwb.org](mailto:gscott@fwb.org)**

4.13 **VENDOR PROTESTS:** Proposers or Respondents who do not agree with the City Council's recommendation for award are afforded the opportunity to protest the recommendation by submitting written notice to the Purchasing Division within three (3) business days of City Council's award.

**4.14 NEGOTIATIONS**

4.14.1 The City may award a contract on the basis of initial offers received, without further negotiations, or may negotiate a final contract. Therefore, each initial offer should contain the Proposer's best terms from a cost or price and technical standpoint.

4.14.2 The City reserves the right to enter into contract negotiations with the selected Proposer. If the City and the selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with the next selected Proposer. This process will continue until a contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against the City arising from such negotiations.

4.15 **PERFORMANCE SCHEDULE:** The Proposer shall commence performance within ten (10) days of receipt of Notice to Proceed.

**5.0 PROPOSED SCHEDULE:**

<b>Activity</b>	<b>Target Date</b>	<b>Location</b>
RFP Issued by Purchasing	December 22, 2016	Websites; Annex Bulletin Board
Bid Opening (All Responses In by 2:30PM local time).	January 24, 2017	Annex Building
Evaluation Committee Meeting	February 1, 2017	Annex Building
Award by City Council	February 14, 2017	

**6.0 EVALUATION OF PROPOSALS:** It is intended that one firm shall be selected to perform professional services on behalf of the City of Fort Walton Beach. The City of Fort Walton Beach's representatives will rank each prospective firm in order of preference, based upon items addressed in the qualifications that are received. The City of Fort Walton Beach, through its representatives, will negotiate with the highest ranked prospective firm. The firm retained serves at the discretion, direction and the pleasure of the City of Fort Walton Beach.

6.1 Evaluation Committee – An evaluation committee will be formed to review, score, and rank all proposals. Proposals will be evaluated to determine those that best meet the needs of the City. After review of all proposals (and interviews if required) the selection committee will score each proposal based on the assigned evaluation criteria.

6.2 Evaluation Committee Meeting - The Selection Committee will meet at 10:00 a.m. February 1, 2017 in the City Hall Annex Building - Training Room located at 105 Miracle Strip Parkway SW, Fort Walton Beach FL 32548.

6.3 Rating System - The Selection Committee will rate all proposals utilizing the Weighted Rating System (see Section 6.6). The sum of the Total Weighted Ratings assigned by the committee members will be used to rank the proposals.

6.4 Presentation/Interview: At the option of the City, the top scoring firms may be required to make a presentation of their proposal. This will provide an opportunity to clarify or elaborate on the proposal, but will not, in any way provide an opportunity to change any items in the original proposal. Each proposer will be notified at least three (3) days in advance of the presentation if a presentation is necessary.

6.5 Short List: If needed, after review of all proposals and rating by the evaluation committee, the committee will rank, in order of preference, a short list of three (3) top proposers. The top ranked proposer with the highest Total Weighted Score will be recommended for award to the City Council. The City Council will accept the recommendation to award to the highest ranked firm, or to reject all proposals.

*This section intentionally left blank.*

6.6 EVALUATION CRITERIA SCORING:

	<b>EVALUATION CRITERIA</b>	<b>WEIGHT</b>	<b>(0 – 5) SCORE*</b>	<b>WEIGHTED SCORE</b>
1	Suitability of Proposal to meet City’s requirements; Ability to work within guidelines of Buffalo Rock Co agreement.	20%		
2	Past Performance (References)	15%		
3	Price & Menu offerings	20%		
4	Licensing & Insurances	15%		
5	Staffing of Concessionaire; number of staff; Skills/training	20%		
6	State Certified MBE/WOB/SDVOB/VOB (Rated 0 or 5 points)	5%		
6	Local Merchant Preference (Rated 0 or 5 points)	5%		
	<b>TOTAL:</b>	100%		

\* Ratings:

- 0 - Not responsive; Included no information on the subject criteria
- 1 - Poor
- 2 - Fair
- 3 - Average,
- 4 - Good
- 5 - Excellent/Superior

6.6.1 REQUESTS FOR ADDITIONAL INFORMATION: During the proposal evaluation, the City of Fort Walton Beach reserves the right to request additional written information to assist in the evaluation of these qualifications.

6.7 QUESTIONS REGARDING SPECIFICATIONS OR PROPOSAL PROCESS PROHIBITION OF COMMUNICATION

6.7.1 To ensure fair consideration for all proposers, the City prohibits communication to or with any department, or employee except the Purchasing Agent during the submission process, except as provided below.

6.7.2 Point Of Contact - The Purchasing Agent, or a designee, will initiate any necessary communication with a proposer to obtain information or clarification to allow the evaluation committee to properly and accurately rate the proposals.

6.7.3 Discussion Of Proposals – The Purchasing Agent, or a designee, may discuss a proposal directly with the responsible proposer to get clarification and assure a full understanding of, and responsiveness to, the solicitation requirements. All proposers shall be accorded fair and equal treatment with respect to any opportunity

for discussion and revision of proposals and such revisions may be permitted after submission prior to award for the purpose of obtaining best and final offers. In conducting such discussions, there shall be no disclosure of any information derived from proposals submitted by competing proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

6.7.4 Questions - Proposer shall address any questions regarding the proposal process to the Purchasing Agent, in writing and in sufficient time before the period set for the receipt and opening of proposals. Inquiries received within ten (10) days of the date set for receipt of proposals may not be answered or given any consideration. The Purchasing Agent shall issue any interpretation for a proposer in the form of an addendum to the specifications. If an addendum is issued, the Purchasing Agent will convey that addendum to all proposers no later than five (5) days prior to the date set for receipt of proposals.

6.7.5 Additionally, the city prohibits communications initiated by a proposer to the City official or employee evaluating or considering the proposals prior to the time an award decision has been made. If a proposer initiates communications, that act may be grounds for disqualifying the proposer from consideration for award of the proposal.

6.8 **RESPONSIBILITY FOR KNOWLEDGE OF ADDENDA** - All proposers must contact the Purchasing Agent prior to submitting a proposal to determine if any addenda have been issued, to obtain all such addenda, and to return, if necessary, any executed addenda with the proposal.

6.9 **LATE PROPOSALS** – Proposals received by the City after the time specified for receipt will not be considered. Proposers shall assume full responsibility for the timely delivery of the proposals to the location designated for receipt of proposals.

6.10 **COMPLETENESS** – All information required by the Request for Proposals must be supplied to constitute a legitimate proposal.

*This area left blank intentionally.*

**SECTION 7.0 – PRICING SHEET –**

**Include with proposal- PRICING SHEET for RFP 17-003:  
FOOD CONCESSION SERVICES for the City of Fort Walton Beach**

<b>Proposer Name:</b>		
<b>1. PROPOSED FEE: PERCENTAGE OF GROSS MONTHLY REVENUES</b>	<b>%</b>	<b>Percentage</b>
<b>2. PROPOSED FEE: ANNUAL RENTAL FEE</b>	<b>\$</b>	<b>Annual fee</b>
<b>3. NUMBER OF YEARS IN BUSINESS</b>		<b>YEARS</b>
<b>4. Legal Name of Entity tied to FEIN</b>		
Federal Tax ID number:		
Owner/CEO Name(s):		
<b>*APPROXIMATE STARTING DATE IS February 25, 2017.</b>	If your company is awarded the contract, can you be ready for business by February 25, 2017?	
<p><b><u>NOTE 1:</u> All items quoted must be in compliance with the specifications. If you Are taking exception, indicate those exceptions on company letterhead and attach to RFP.</b></p>		

## CITY OF FORT WALTON BEACH, FLORIDA

**NOTICE TO PROPOSERS****BID NUMBER: RFP# 17-003****Date: December 22, 2016**

The City of Fort Walton Beach will accept sealed proposals at City Hall until January 19, 2017, at 2:30 PM, CST, at which time all bids received will be opened and read aloud at City Hall Annex Building, Purchasing Division Office, 105 Miracle Strip Parkway SW, FL 32548 for the following:

**RFP #17-003 – FOOD CONCESSION SERVICES**

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Copies of Proposal Provisions and Forms may be found at the Florida Bid System website at [www.FloridaBidSystem.com](http://www.FloridaBidSystem.com) (registration required) or at the City of Fort Walton Beach website at [www.FWB.org/Purchasing](http://www.FWB.org/Purchasing).

Additional technical information relative to this proposal may be obtained from Giuliana Scott, Purchasing Agent, at (850) 833-9523 or [gscott@fwb.org](mailto:gscott@fwb.org) during normal business hours.

The City of Fort Walton Beach reserves the right to waive informalities in any bid; to make award(s) by individual item, group of items, all or none, or a combination thereof; to reject any and all bids or waive any minor irregularity or technicality in bids received, that in its judgment will be in the best interest of the City of Fort Walton Beach.

Mark outside of envelope: **RFP 17-003 – FOOD CONCESSION SERVICES**

**Note: Any bidder failing to mark the outside of the envelope, as set forth herein may not be entitled to have his bid considered.**

Address responses and deliver to:

Purchasing Division  
City of Fort Walton Beach  
105 Miracle Strip Parkway, SW  
Fort Walton Beach, FL 32548

The City of Fort Walton Beach adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to this meeting by a physically handicapped person upon notice 48 hours prior to the meeting. Please call the City Clerk, Kim M. Barnes, at 850-833-9509 or e-mail at [clerk@fwb.org](mailto:clerk@fwb.org) to make a request. For Hearing Impaired dial 1-800-955-8771 (TDD) or 1-800-955-8770 (VOICE) or e-mail [clerk@fwb.org](mailto:clerk@fwb.org).

**ITB 17-003  
FOOD CONCESSION SERVICES**

**Exhibit A**

**CONCESSION SERVICES AGREEMENT**

See document posted as Exhibit A on [www.fwb.org](http://www.fwb.org) or at [www.FloridaBidSystem.com](http://www.FloridaBidSystem.com).

**ITB 17-003  
FOOD CONCESSION SERVICES**

**Exhibit B**

**SCHEDULE OF EVENTS**

See document posted as Exhibit A on [www.fwb.org](http://www.fwb.org) or at [www.FloridaBidSystem.com](http://www.FloridaBidSystem.com).

**ITB 17-003  
FOOD CONCESSION SERVICES**

**Exhibit C**

**2016 LETTER OF AGREEMENT  
BUFFALO ROCK COMPANY**

See document posted as Exhibit A on [www.fwb.org](http://www.fwb.org) or at  
[www.FloridaBidSystem.com](http://www.FloridaBidSystem.com).