

**Solicitation 432-11139**

**Emergency Catering Services**

**Bid designation: Public**



**CITY OF FORT LAUDERDALE**

**City of Fort Lauderdale**

**CONTRACT  
COPY**

## **Bid 432-11139**

### **Emergency Catering Services**

Bid Number **432-11139**  
Bid Title **Emergency Catering Services**

Bid Start Date **Mar 12, 2013 12:06:25 PM EDT**  
Bid End Date **Apr 8, 2013 2:00:00 PM EDT**  
Question &  
Answer End **Mar 29, 2013 2:00:00 PM EDT**  
Date

Bid Contact **Bob McKenney**  
**Procurement Specialist II**  
**Procurement**  
**954-828-5139**  
**RMcKenney@fortlauderdale.gov**

#### **Description**

The City of Fort Lauderdale is actively seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to provide emergency catering services for various City Departments in full accordance with the specifications, terms, and conditions contained in this Request for Proposal (RFP).

For information concerning procedures for responding to this RFP, contact Procurement Specialist II Bob McKenney at 954.828.5139 or [rmckenney@fortlauderdale.gov](mailto:rmckenney@fortlauderdale.gov). Any questions that proposers wish to have addressed and which might require an addendum must be submitted through the Question and Answer format through the BidSync website. If required, written addendum will be issued by the City.

As a clarification the Contractor is the company or person submitting the bid or RFP per the examples listed. Example 1: if John Doe submits a bid under the name of XYZ, Inc. and uses XYZ's Federal Tax Number then XYZ, Inc. is the contractor. Example 2: if John Doe submits a bid under his own name and personal Social Security number, then John Doe is the contractor.

Contractors must meet all requirements at the time of bid submittal.

The questions and answers section of this bid or RFP in BidSync will become part of any contract that is created from this bid or RFP.

The City of Fort Lauderdale uses BidSync ([www.BidSync.com](http://www.BidSync.com)) to distribute proposals. There is no charge to vendors/contractors to register and participate in this solicitation process, nor will any fees be charged to the awarded vendor. Refer to [www.BidSync.com](http://www.BidSync.com) for further information.

**RFP # 432-11193****TITLE: Emergency Catering Services****PART I – INTRODUCTION/INFORMATION****01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking proposals from qualified proposers, hereinafter referred to as the Contractor, to **provide catering services after declared emergency situations** for Various City Departments, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP).

**02. INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this solicitation, contact Procurement Specialist Bob McKenney at 954.828.5139 or email at [rmckenney@fortlauderdale.gov](mailto:rmckenney@fortlauderdale.gov). Such contact shall be for clarification purposes only.

For information concerning technical specifications, please utilize the question / answer feature provided by BidSync at [www.bidsync.com](http://www.bidsync.com). Questions of a material nature must be received prior to the cut-off date specified in the RFP Schedule. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractor's please note: Proposals shall be submitted as stated in PART VI – Requirements of the Proposal. No part of your proposal can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a proposal will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire proposal must be submitted in accordance with all specifications contained in this solicitation.

**03. TRANSACTION FEES**

The City of Fort Lauderdale uses BidSync ([www.bidsync.com](http://www.bidsync.com)) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded vendor.

**04. PRE-PROPOSAL CONFERENCE AND SITE VISIT**

There will not be a pre-bid conference or site visit for this Request for Proposal.

**05. ELIGIBILITY**

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

**06. PRICING/DELIVERY**

Bidder will quote a firm, fixed cost for the items identified in PART VII - PROPOSAL PAGES – COST PROPOSAL. Pricing shall include all costs associated with the project including labor, equipment, supplies, food, management, etc.

No additional costs may be accepted, other than the costs stated on the Proposal pages.

07. RFP DOCUMENTS

The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

08. AWARD

The City reserves the right to award to that proposer who will best serve the interests of the City, for the product/service that will best serve the needs of the City of Fort Lauderdale.

The City also reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all proposals and to award or not award a contract based on this bid solicitation.

Contractor must bid on all items. Partial bids will not be considered.

09. PRICE VALIDITY

Prices provided in this Request for Proposal (RFP) are valid for 120 days from time of RFP opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

**PART II - RFP SCHEDULE**

EVENT	ESTIMATED DATE/TIME
Release of RFP	March 12, 2013
Deadline for Questions/Request for Clarifications	March 29, 2013 at 2:00 PM
Proposal Due Date/Time (Deadline)	April 8, 2013 at 2:00 PM

**PART III - SPECIAL CONDITIONS**

01. **GENERAL CONDITIONS**  
RFP General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this RFP.
02. **NEWS RELEASES/PUBLICITY**  
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
03. **RFP DOCUMENTS**  
The Contractor shall examine this RFP carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligations under the Contract.
04. **CONTRACTORS' COSTS**  
The City shall not be liable for any costs incurred by Contractor in responding to this RFP.
05. **RULES AND PROPOSALS**  
The signer of the proposal must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person(s), company or parties submitting a proposal; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the proposal has full authority to bind the principal Contractor.
06. **CONTRACT PERIOD**  
The initial contract term shall commence upon date of award by the City or June 30, 2013, whichever is later, and shall expire two years from that date. The City reserves the right to extend the contract for two, additional two year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
07. **COST ADJUSTMENTS**  
Prices quoted shall be firm for the initial contract term of two years. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for proposal.
- Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).
- The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

08. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract. This trial period will then become part of the initial contract period.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

09. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

- Liaison with Contractor.
- Coordinate and approve all work under the contract.
- Resolve any disputes.
- Assure consistency and quality of Contractor's performance.
- Schedule and conduct Contractor performance evaluations and document findings.
- Review and approve for payment all invoices for work performed or items delivered.

10. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Excellent	Far exceeds requirements.
Good	Exceeds requirements
Fair	Just meets requirements.
Poor	Does not meet all requirements and contractor is subject to penalty provisions under the contract.
Non-compliance	Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract.

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of contract extension.

11. **INVOICES/PAYMENT**

Payment terms will be considered to be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award.

12. **RELATED EXPENSES/TRAVEL EXPENSES**

All costs including travel are to be included in your proposal. The City will not accept any additional costs.

13. **NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES**

While this contract is for services provided to the department referenced in this Request for Proposals, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

14. **DELETION OR MODIFICATION OF SERVICES**

The City reserves the right to delete any portion of the Contract at any time without cause, and if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to the task elements, after the City has approved work to begin on a particular task or project, and a budget has been established for that task or project, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

15. **INSURANCE**

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this RFP shall be deemed unacceptable, and shall be considered breach of contract.

### **Commercial General Liability Insurance**

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

### **Automobile Liability Insurance**

Covering all owned, hired and non-owned automobile equipment.

Limits: Bodily injury	\$250,000 each person, \$500,000 each occurrence
Property damage	\$100,000 each occurrence

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale  
Procurement Services Division  
100 N. Andrews Avenue, Room 619  
Fort Lauderdale, FL 33301

### **16. SUBCONTRACTORS**

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject

to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, at Contractor's expense, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

17. **INSURANCE – SUBCONTRACTORS**

Contractor shall require all of its subcontractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said subcontractors will be the sole responsibility of the contractor.

18. **UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")**

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform. Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

19. **PUBLIC ENTITY CRIMES**

NOTE: Contractor, by submitting a proposal attests she/he/it has not been placed on the convicted vendor list.

A person or affiliate 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 Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

20. **DAMAGE TO PUBLIC OR PRIVATE PROPERTY**

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

21. **CANADIAN COMPANIES**

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

22. **LOBBYING ACTIVITIES**

**ALL CONTRACTORS PLEASE NOTE:** Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at:

<http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf> .

23. **BID TABULATIONS/INTENT TO AWARD**

(Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at [http://www.fortlauderdale.gov/purchasing/notices\\_of\\_intent.htm](http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm). Tabulations of receipt of those parties responding to a formal solicitation may be found at <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Office at 954-828-5933.

24. **SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

25. **LOCAL BUSINESS PREFERENCE**

Section 2-199.2, Code of Ordinances of the City of Fort Lauderdale, (Ordinance No. C-12-04), provides for a local business preference.

In order to be considered for a local business preference, a proposer must include the Local Business Preference Certification Statement, Attachment "A" of this RFP, as applicable to the local business preference class claimed **at the time of proposal submittal**:

Upon formal request of the City, based on the application of a local Business Preference the Proposer shall within ten (10) calendar days submit the following documentation to the Local Business Preference Class claimed:

A) Copy of City of Fort Lauderdale current year business tax receipt, **or** Broward County current year business tax receipt, **and**

B) List of the names of all employees of the proposer and evidence of employees' residence within the geographic bounds of the City of Fort Lauderdale or Broward County, as the case may be, such as current Florida driver license, residential utility bill (water, electric, telephone, cable television), or other type of similar documentation acceptable to the City.

Failure to comply at time of proposal submittal shall result in the Proposer being found ineligible for the local business preference.

**THE COMPLETE LOCAL BUSINESS PREFERENCE ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**  
**<http://www.fortlauderdale.gov/purchasing/index.htm>**

**Definitions:** The term "Business" shall mean a person, firm, corporation or other business entity which is duly licensed and authorized to engage in a particular work in the State of Florida. Business shall be broken down into four (4) types of classes:

1. Class A Business – shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **and** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
2. Class B Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone and staffed with full-time employees within the limits of the City **or** shall maintain a staffing level of the prime contractor for the proposed work of at least fifty percent (50%) who are residents of the City.
3. Class C Business - shall mean any Business that has established and agrees to maintain a permanent place of business located in a non-residential zone **and** staffed with full-time employees within the limits of Broward County.
4. Class D Business – shall mean any Business that does not qualify as either a Class A, Class B, or Class C business.

## **PART IV - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES**

### **2.01. General**

The City of Fort Lauderdale is required to operate during and after emergency situations. While this typically happens following the passing of a hurricane, there may be other emergencies declared by city, state or federal officials that require City functions to continue operating. In these instances, City employees need to be fed on a daily basis. It is the City's intent to establish a contract for the provision of meals upon the request of authorized City personnel. The contractor is to supply all labor, equipment, supplies, food, management, etc. There is a kitchen located at the City's Police Department. It is preferred that some or all meals are prepared at that location.

### **2.02. Contractor Responsibilities**

- A. The Contractor shall be capable of providing meals from his own facility located in Broward, Palm Beach or Miami-Dade counties.
- B. Alternatively, the Contractor may establish a temporary facility of his own in a tent or some type of trailer or on a site to be provided by the City. Said facility will be the responsibility of the Contractor to erect and furnish with power and access to potable water. If such a facility is established, the Contractor will be responsible for continuous clean up around it and immediately after it is dismantled to be removed from the area. The Contractor will be responsible for the disposal of any food preparation waste generated. This material will not be disposed of in any City owned or leased containers. The City's Police Department has a kitchen located within the Police headquarters that will be available to the contractor during emergencies. Meals for the Police and some other Departments should be served from that location.
- C. The Contractor will be prepared to provide three meals a day for five (5) days for up to 1750 people. This amounts to 4048 meals per day plus 870 snacks as detailed below in Attachment B. However, the City reserves the right to increase the number of meals and the number of days they are to be provided. Authorized City staff will contact the Contractor and the number of meals to be provided will be ordered. In the case of a hurricane, this is expected to occur approximately 24 hours after a storm has been downgraded to Tropical Storm status.
- D. The Contractor will deliver the meals to the locations listed in paragraph 2.03 and 2.04 below.
- E. The Contractor may deliver prepared meals to the designated sites in heated vats. However, the Contractor's personnel must serve the meals as a means of portion control.
- F. Designated City personnel may need to obtain a number of meals to take to people on duty in the field. The Contractor will provide "to go boxes" or other similar packaging and fill each one with the appropriate meal requested. Each meal shall be individually packaged in such a way so that it can be eaten in the field and shall include utensils.

### **2.03 Delivery/Distribution of Meals**

The names of the sites to which meals will be delivered or prepared at, their addresses and phone numbers at each site are as follows:

- A. Public Works Administration Building; 949 NW 38<sup>th</sup> St., Ft. Lauderdale, FL 33309; Phone: 954-828-8000. Public Works will require that the meals be pre-sorted and labeled by location. The Contract Administrator will provide the location names and personnel numbers to the awarded contractor.
- B. Parks and Recreation; 220 SW 14 Ave., Ft. Lauderdale, FL 33312; Phone: 954-828-5869; 160 personnel. (Note: The Parks personnel will be fed at the Police Department)
- C. Fire Station #53 (EOC Headquarters): 2200 Executive Way, Ft. Lauderdale, FL 33309
- D. Police Department; 1300 West Broward Boulevard, Fort Lauderdale, FL 33312; Breakfast, Lunch and Snack. (There is a kitchen at the Police Department that can be used for the preparation of meals)

Based on the severity of a storm or other emergency event, as well as the extent of damage, the number of meals required may be reduced by 25%. Any such changes to the number of meals shall be communicated to the Contractor by the City a minimum of 24 hours before a meal is scheduled for delivery.

**2.04** Has intentionally been left blank.

**2.05 Delivery Times**

The meals shall be delivered by the Contractor at the following times:

Breakfast	6:00 AM – 7:00 AM
Lunch	11:00 AM – 12:00 PM
Dinner	4:00 PM – 5:00 PM
Snack	11:00 PM – 1:00 AM (if required)

**2.06 Food & Beverage Requirements**

The Contractor shall provide the following minimum menu in sufficient quantities as requested by the City. Bidder shall quote a total cost per person based on this menu, the number of serving sites described above and portion sizes. Portions are based on adult, per person. **The City encourages Bidders to submit alternate menus and suggestions to provide a variety of foods.** Following is the suggested standard menu on which the bid should be based.

A. Minimum Suggested Menu:

<u>ITEM DESCRIPTION</u>	<u>SERVING SIZE PER ADULT</u>
1. Breakfast to include	
a. Egg croissant, with ham or bacon	1 each
b. Bagels and Pastries	1 each
c. Cold Cereal	1 Serving
d. Fresh Fruit	1 Serving
e. Coffee (sugar, creamers, and cups)	8 oz. serving
f. Bottle of water	2 each, 16 oz. size

2. Lunch to Include
  - a. Sandwich (12" or comparable) 1 each  
(Turkey, ham, roast beef, tuna salad,  
with lettuce, tomato and pickle)
  - b. Whole fruit (apple, orange, banana, etc.) 1 piece
  - c. Grilled Chicken, Burgers 1 each
  - d. Potato chips 1 single serving bag
  - e. Cookies, Pudding, Brownies 1 Serving
  - f. Bottle of water 16 oz. size
  
3. Dinner to include
  - a. Hot entrée 8 oz. of meat or pasta
  - b. Side vegetable 8 oz. serving
  - c. Tossed salad 1 serving
  - d. Dinner roll and butter 1 each
  - e. Dessert (cake, cookies, or similar) 1 serving
  - f. Bottle of water 2 each, 16 oz. size
  
4. Snack
  - a. Soup with rolls or crackers 10 oz. Serving
  - b. Sandwich (Ham, Turkey, Roast Beef, Tuna) 1 each
  - c. Chips 1 single serving bag
  - d. Cookies, Pudding, Cakes 1 serving
  - e. Coffee, Tea, Soda, Water, Lemonade 2 each, 16 oz. size

B. Accompaniments: To be included in total cost per person.

1. Condiments: salt, pepper, regular sugar, sugar substitute, mustard, ketchup and mayonnaise will be provided in individual sealed packets. **No** jars or other large serving containers will be accepted. The items listed should not require spoilage protection.
2. Disposable Dinnerware: Meals should be provided in boxes or other covered, heavy-duty dinner plates as appropriate for the particular meal. Napkins and utensils (heavy duty knives, forks, and spoons) will be provided by the Contractor as well.

C. Bulk beverages: The City may request the following items to be delivered in bulk in some type of plastic or metal container that holds a minimum of 30 servings. The container must hold the appropriate temperature for a reasonable length of time. These items would be in addition to any beverages provided with the meals shown above. Each container shall bear the name of the Contractor to aid in their return. **The bidder will specify a cost per large container. Please do not bid a price per individual serving.**

1. Hot coffee: with the appropriate number of cups for the container size plus 10%, dry creamer in shakers or packets, sweeteners (sugar and substitute) and stirrers. Serving size 8 ounces.
2. Iced tea, unsweetened, with the appropriate number of cups for the container size plus 10%. Serving size is 12 ounces.

3. Lemonade, the appropriate number of cups for the container size plus 10%. Serving size is 12 ounces.

#### **2.07 Permits/Licenses**

The Contractor will be responsible for insuring that he has obtained all pertinent permits and licenses from the appropriate governmental agencies in order to provide the services described herein.

#### **2.08. City to Provide**

- A. Reimbursement for lost beverage containers provided in accordance with paragraph 2.06C above.
- B. A site for the placement of any facility erected by the Contractor under paragraph 2.02B above. The City **will not** provide any tables or other equipment for this site.
- C. Notification to the Contractor of the number of meals required to be delivered for each meal.

## PART V – PROPOSAL EVALUATION CRITERIA

The award of the contract will be based on certain objective and subjective considerations listed below:

Understanding of the overall needs of the City for such services, as presented in the narrative proposal. This will include problem identification and the proposed method to accomplish the work required. Suggested menu options.	<b>50%</b>
Experience, qualifications and past performance of the proposing firm, including persons proposed to provide the services, facilities, resources and references.	<b>20%</b>
Cost to the City	<b>30%</b>
<b>TOTAL PERCENT AVAILABLE:</b>	<b>100%</b>

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee will evaluate all responsive proposals based upon the information and references contained in the proposals as submitted. The committee shall review each proposal and rank each proposer's evaluation criteria as stated in this RFP (i.e. criteria 1, 2, 3, 4), and determine a minimum of three (3), if more than three (3) proposals are responsive, to be finalists for further consideration. In the event there are less than three (3) responsive proposals, the committee will give further consideration to all responsive proposals received. In step two, the committee may conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, resulting from this process, to the City Manager for award of a contract.

The City may require visits to customer installations or demonstrations of product by Contractor's, as part of the evaluation process.

The City of Fort Lauderdale reserves the right, before awarding the contract, to require a Proposer to submit any evidence of its qualifications as the City may deem necessary, and to consider any evidence available of financial, technical and other qualifications and capabilities, including performance experience with past and present users.

The City of Fort Lauderdale reserves the right to request additional clarifying information and request an oral presentation from any and all Proposers prior to determination of award.

The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right based upon its deliberations and in its opinion, to accept or

reject any or all proposals. The City also reserves the right to waive minor irregularities or variations to the specifications and in the bidding process.

The City uses a mathematical formula for determining allocation of evaluation criteria including cost points, to each responsive, responsible proposer. Each evaluation criteria stated in the RFP has an identified weighted factor. Each evaluation committee member will rank each criteria, from each proposer, giving their first ranked proposer as number 1, and second proposer as number 2 and so on. The City shall average the ranking for each criteria, for all evaluation committee members, and then multiply that average ranking by the weighted criteria identified in the RFP. The lowest average final ranking score will determine the recommendation by the evaluation committee to the City Manager.

## PART VI - REQUIREMENTS OF THE PROPOSAL

All proposals must be submitted as specified on the proposal pages, which follow. Any attachments must be clearly identified. To be considered, the proposal must respond to all parts of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied by a proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference material included in the additional documents. The City prefers all responses to this RFP to be less than 50 pages and that the Contractor utilize recyclable materials as much as possible. Expensive or fancy binders are not preferred.

All proposals must be submitted in a sealed package with the RFP number, due and open date, and RFP title clearly marked on the outside. If more than one package is submitted they should be marked 1 of 2, etc.

**THIS IS A PAPER RFP WITH CD's.** All proposals must be received by the City of Fort Lauderdale, in the Procurement Services Division, Room 619, City Hall, 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 prior to 2:00 pm on the date specified in PART II – RFP SCHEDULE. Submittal of response by fax or e-mail will NOT be acceptable.

**PROPOSERS MUST SUBMIT AN IDENTIFIED ORIGINAL HARD COPY, PLUS (7) ADDITIONAL HARD COPIES OF THEIR PROPOSAL PAGES INCLUDING ANY ATTACHMENTS.**

**THE ABOVE REQUIREMENTS TOTAL (8) HARD COPIES OF YOUR PROPOSAL. CONTRACTORS SHOULD SUBMIT YOUR PROPOSAL ALSO ON A CD. CONTRACTOR SHOULD PROVIDE (1) CD COPY OF YOUR PROPOSAL. CD COPY MUST MATCH THE ORIGINAL HARDCOPY. IN CASE OF ANY DISCREPENCY BETWEEN THE ORIGINAL HARD COPIES AND THE CD, THE ORIGINAL HARD COPY PREVAILS. FAILURE TO PROVIDE PROPOSALS AS STATED ABOVE, MAY BE GROUNDS TO FIND CONTRACTOR NON-RESPONSIVE.**

The proposer understands that the information contained in these Proposal Pages is to be relied upon by the City in awarding the proposed Agreement, and such information is warranted by the proposer to be true. The proposer agrees to furnish such additional information, prior to acceptance of any proposal, relating to the qualifications of the proposer, as may be required by the City.

**A representative who is authorized to contractually bind the Contractor shall sign the Bid/Proposal Signature page. Omission of a signature on that page may result in rejection of your proposal.**

**PART VII - PROPOSAL PAGES – COST PROPOSAL**

The Cost Proposal Page has been included in this RFP as Attachment C.

**Failure to use the City's COST PROPOSAL Page and provide costs as requested in this RFP, may deem your proposal non-responsive.**

**PART VIII - PROPOSAL PAGES - TECHNICAL PROPOSAL**

The following issues should be fully responded to in your proposal in concise narrative form. Additional sheets should be used, but they should reference each issue and be presented in the same order.

- Tab 1: Bid/Proposal (Pricing) and Signature pages
- Tab 2: Non-Collusion Statement
- Tab 3: Letter of Interest, The letter of interest may contain any other information not in the proposal but should not exceed two (2) pages.
- Tab 4: Statement of Proposed Services. Proposals should respond to scope of work. They should be no longer than twelve (12) pages (single sided), and be comprised of three general components: (a) an assessment of capability and approach to perform the scope of service; (b) identification of Proposer's distinctive competence, staff qualifications assigned to this account with their experience and skills they bring to this assignment, along with resume of experience and qualifications; (c) statement identifying the location where the meals will be prepared and picked up and a statement noting if your firm will utilize the Police Department's kitchen.
- Tab 5: Business Licenses. Evidence that your firm and/or persons performing the work are licensed to do business in the State of Florida.
- Tab 6: Evidence of Insurance. Certificate of Insurance showing coverage, forms, limits. Actual insurance certificates will be required from recommended contractor, prior to award.
- Tab 7: Proposer's assessment of the City of Fort Lauderdale's needs and the quality of the proposal to meet those needs, including a plan/outline.
- Tab 8: Proposer's ability to assign appropriate resources to the account in a timely manner.
- Tab 9: List of three clients/references for whom you have provided similar services in the last three years; Provide agency name, address, telephone number, contact person, and date service was provided. Be prepared to provide, upon request, evidence of work product, ability to meet schedules, cooperation, and responsiveness. Attach additional sheets if necessary.
- Tab 10: Any additional attachments to your proposal.

RFP NO. 432-11139

TITLE: Emergency Catering Services

ATTACHMENT "A"

LOCAL VENDOR PREFERENCE CERTIFICATION STATEMENT

The Business identified below certifies that it qualifies for the local vendor preference classification as indicated herein, and further certifies and agrees that it will re-affirm it's local preference classification annually no later than thirty (30) calendar days prior to the anniversary of the date of a contract awarded pursuant to this RFP. Violation of the foregoing provision may result in contract termination.

(1) \_\_\_\_\_ is a **Class A** Business as defined in City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the City of Fort Lauderdale current year Business Tax Receipt and a complete list of full-time employees and their addresses are attached for justification.  
Business Name

(2) \_\_\_\_\_ is a **Class B** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Business Tax Receipt or a complete list of full-time employees and their addresses is attached as justification.  
Business Name

(3) \_\_\_\_\_ is a **Class C** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. A copy of the Broward County Business Tax Receipt is attached as justification.  
Business Name

(4) \_\_\_\_\_ requests a **Conditional Class A** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.  
Business Name

(5) \_\_\_\_\_ requests a **Conditional Class B** classification as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. Written certification of intent is attached.  
Business Name

(6) \_\_\_\_\_ is considered a **Class D** Business as defined in the City of Fort Lauderdale Ordinance No. C-12-04, Sec.2-199.2. and does not qualify for Local Preference consideration. (Notary not required for Class "D")  
Business Name

PROPOSER'S COMPANY: \_\_\_\_\_

AUTHORIZED COMPANY PERSON: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
NAME SIGNATURE DATE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ and \_\_\_\_\_ as \_\_\_\_\_ and \_\_\_\_\_ respectively, of \_\_\_\_\_ They are  personally known to me or  have produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
Notary Public, State of  
(Signature of Notary taking Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed, Printed or Stamped

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Commission Number

March 30, 2012

Department	Breakfast (5-9:00 am)	Lunch (11a-2:30 p)	Dinner (5:30-8:00 p)	Snack (11 pm - 1 am)	TOTAL
Police	640	600	800	600	2640
PW/Engineering	15	15	15		45
Parks & Rec & Sanitation	220	220	220	220	880
FVS / Garage	20	20	20		60
<b>TOTAL EAT ON PREMISES AT P.D.</b>	<b>895</b>	<b>855</b>	<b>1055</b>	<b>820</b>	<b>3625</b>
DSD/Building		30			30
TAM/Parking	30	45	45		120
<b>TO BE BOXED &amp; PICKED UP</b>	<b>30</b>	<b>75</b>	<b>45</b>		<b>150</b>
PW / Utilities 949 NW 38 Street	300	300	343		943
EOC/FS 53 2200 Executive Way	50	50	50	50	200
<b>TO BE BOXED &amp; DELIVERED</b>	<b>350</b>	<b>350</b>	<b>393</b>	<b>50</b>	<b>1143</b>
<b>GRAND TOTAL</b>				<b>GRAND TOTAL</b>	<b>4918</b>

Attachment B  
Food Count

PART IV RFP 432-11139 Cost Proposal

Meals that will be prepared and served on premisis at the Police Department.

	Quantity	Price per Meal	Total (Quantity X Price)
Breakfast	895	\$	\$
Lunch	855	\$	\$
Dinner	1055	\$	\$
Snack	820	\$	\$

Meals to be boxed and picked up at the Contractor's facility by City staff.

	Quantity	Price Per Meal	Total (Quantity X Price)
Breakfast	30	\$	\$
Lunch	75	\$	\$
Dinner	45	\$	\$

Meals to be boxed and delivered to the City by the Contractor.

	Quantity	Price Per Meal	Total (Quantity X Price)
Breakfast	350	\$	\$
Lunch	350	\$	\$
Dinner	393	\$	\$
Snack	50	\$	\$

<b>TOTAL COST FOR ALL MEALS AND SNACKS</b>	<b>\$</b>
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**NON-COLLUSION STATEMENT:**

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

**Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.**

<u>NAME</u>	<u>RELATIONSHIPS</u>

**In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** Proposals must be submitted by hard copy only. It will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

**Please Note:** All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: \_\_\_\_\_  
(signature) (date)

Name (printed) \_\_\_\_\_ Title: \_\_\_\_\_

Company: (Legal Registration) \_\_\_\_\_

**CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).**

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

City \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_

Telephone No. \_\_\_\_\_ FAX No. \_\_\_\_\_ Email: \_\_\_\_\_

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): \_\_\_\_\_

Payment Terms (section 1.04): \_\_\_\_\_ Total Bid Discount (section 1.05): \_\_\_\_\_

Does your firm qualify for MBE or WBE status (section 1.09): MBE \_\_\_\_\_ WBE \_\_\_\_\_

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

Addendum No.

Date Issued

**P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?**

YES \_\_\_\_\_ NO \_\_\_\_\_

**VARIANCES:** State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variations: \_\_\_\_\_

**Question and Answers for Bid #432-11139 - Emergency Catering Services****OVERALL BID QUESTIONS****Question 1****SERVICE TEST PERIOD**

Will this be conducted during an emergency event or non-emergency exercise?

If test is a non-emergency exercise who will be responsible for the Contractors' expenses? **(Submitted: Mar 28, 2013 1:14:07 PM EDT)**

**Answer**

- Test will be during an emergency event. **(Answered: Mar 28, 2013 1:14:30 PM EDT)**

**Question 2****Contractor Responsibilities**

Will the City assist in securing services for the Contractor to obtain power and potable water, if not it could possibly delay the services for catering to come on line. **(Submitted: Mar 28, 2013 1:15:17 PM EDT)**

**Answer**

- The contractor is responsible for obtaining power and portable water. Chances are the City will not have power or water either. **(Answered: Mar 28, 2013 1:16:25 PM EDT)**

**Question 3**

The meals shall be delivered by the Contractor **(Submitted: Mar 28, 2013 1:16:56 PM EDT)**

**Answer**

- Yes, they will. **(Answered: Mar 28, 2013 1:18:39 PM EDT)**

**Question 4**

Will police escorts' be provided to insure areas are accessible? **(Submitted: Mar 28, 2013 1:17:58 PM EDT)**

**Answer**

- No, there will not be Police escorts. **(Answered: Mar 28, 2013 1:18:39 PM EDT)**

