



Florida's Warmest Welcome

**CITY OF POMPANO BEACH
REQUEST FOR PROPOSALS
H-43-12**

EMERGENCY CATERING SERVICE

**RFP OPENING: JUNE 20, 2012, 2:00 P.M.
PURCHASING OFFICE
1190 N.E. 3RD AVENUE, BUILDING C (Front)
POMPANO BEACH, FLORIDA 33060**

June 4, 2012

CITY OF POMPANO BEACH, FLORIDA
REQUEST FOR PROPOSALS
H-34-12
EMERGENCY CATERING SERVICE

The City is seeking proposals from qualified firms for emergency catering services.

The City intends to issue primary and alternate contract awards to firms to provide emergency catering services to the City as needed. The alternate contractor would be requested to provide service if the primary contractor was unable to meet the City's requirements. The contracts will be for one year, with the option to renew for two additional one-year periods.

The City will receive sealed proposals until 2:00 p.m. (local), June 20, 2012, in the City's Purchasing Office, 1190 N.E. 3rd Avenue, Building C, Pompano Beach, Florida, 33060. E-mailed or faxed proposals will not be acceptable.

1. Scope of Services Required

The City requires a catering firm to provide emergency catering services for the City of Pompano Beach staff including, but not limited to, two (2) meals per day.

The City has identified the Emma Lou Olson Civic Center, 1801 N.E. 6th Street, Pompano Beach, 33060, as the location for staging of the emergency catering service. An alternate location may be chosen if this Civic Center is closed due to damage or otherwise inaccessible.

The City cannot guarantee electricity or water/sewer service will be available at the staging location so contractor's operations must be completely self-supporting and self-contained.

The Contractor must have the capability to establish a temporary facility of his own in a tent or some type of trailer 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.

The Contractor will be responsible for continuous clean up during the catering operation and immediately after the site is closed or facility dismantled. 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.

Upon determining that an Emergency status situation may be declared, the City shall verbally request that the contractor implement the Emergency Status procedures. The City shall attempt to provide the contractor with one (1) to three (3) days prior verbal notice and shall verbally indicate when the Emergency Status procedures will go into effect. City shall verbally notify contractor when the Emergency Status shall cease.

Contractor is to supply all power necessary for operations, all cooking equipment and machines, all food and beverages, staff, paper goods (i.e. napkins, utensils, condiments, containers and bags to accommodate take-out), also tents, tables, chairs and large fans for employee seating.

Meals: Breakfast to be served from 5:30 a.m.–8:30 a.m., lunch to be served at location from 11:00 a.m.–2:00 p.m., and dinner from 5:30 p.m.–8:30 p.m. Staff will be allotted two (2) meals per time period and Contractor shall establish a sign-in process for each meal where each City employee shall sign their name and City I.D. number to receive the meal. City will pay a flat per meal price for each person whose name appears on the sign-in sheet. The Contractor will be prepared to provide three (3) meals a day for five (5) days for 700 people. This amounts to 2,100 meals per day. 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.

2. Food & Beverage Requirements

The Contractor shall provide the following minimum menu in sufficient quantities as requested by the City. Proposer shall quote a 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 Proposers to submit alternate menus and suggestions to provide a variety of foods. Following is the suggested standard menu on which the price quoted should be based.

A. Minimum Suggested Menu:

<u>ITEM DESCRIPTION</u>	<u>SERVING SIZE PER ADULT</u>
Breakfast, to include:	
a. Egg croissant, with ham or bacon	1 each
b. Coffee (sugar, creamers, and cups)	8 oz. serving
c. Bottle of water	16 oz. size
Lunch, to include:	
a. Sandwich (12" or comparable) (turkey, ham, roast beef, tuna salad, with lettuce, tomato and pickle)	1 each
b. Whole fruit (apple, orange, banana, etc.)	1 piece
c. Potato chips	1 single serving bag
d. Bottle of water	16 oz. size
Dinner, to include:	
a. Hot entree	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	16 oz. size

- B. Accompaniments: To be included in 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 for each meal.
- 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 Proposer will specify a price per each bulk container; do not specify 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. Individual serving size is 8 ounces.
 2. Iced tea, unsweetened, with the appropriate number of cups for the container size plus 10%. Individual serving size is 12 ounces.
 3. Lemonade, with the appropriate number of cups for the container size plus 10%. Individual serving size is 12 ounces.
- D. Price adjustment at contract renewal:
- Price adjustments applicable to each renewal term shall be based on the increase or decrease in the 12-month cumulative percent change in the CPI-U, U.S. City Average, not seasonally adjusted, for Food.

3. City to Provide

- A. A site for the placement of any facility erected by the Contractor. The City will not provide any tables or other equipment for this site.
- B. Notification to the Contractor of the number of meals required to be delivered for each meal.

4. Small Business Enterprise Program

The Pompano Beach City Commission has established a voluntary Small Business Enterprise (SBE) Program to encourage and foster the participation of Small Business Enterprises in the central procurement activities of the City. The City of Pompano Beach is strongly committed to ensuring the participation of Small Business Enterprises (SBE's) as contractors and subcontractors for the procurement of goods and services. The definition of a SBE, for the purpose of the City's voluntary program, is taken from the State of Florida Statute 288.703(1).

As of the date of publication of this solicitation, a small business means an independently owned and operated business concern that employs 200 or fewer permanent full-time employees and that, together with its affiliates, has a net worth of not more than \$5 million or any firm based in Florida that has a Small Business Administration 8(a) certification. As applicable to sole proprietorships, the \$5 million net worth requirement shall include both personal and business investments.

The City encourages all firms to undertake good faith efforts to identify appropriate Small Business Enterprise partners. Sources of information on certified Small Business Enterprises include the Broward County Small Business Development Division, the State of Florida Office of Supplier Diversity, South Florida Water Management District, and other agencies throughout the State. The City includes links to these organizations from the City's website www.mypompanobeach.org. Please indicate in your response if your firm is a certified Small Business Enterprise.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages small business participation in *all* of its procurements.

5. Local Business Program

On March 23, 2010, the City Commission approved a Resolution establishing a Local Business Program, a policy to increase the participation of City of Pompano Beach businesses in the City's procurement process.

You can view the list of City businesses that have a current Business Tax Receipt on the City's website, and locate local firms that are available to perform the work required by the bid specifications. The business information, sorted by business use classification, is posted on the webpage for the Business Tax Receipt Division: <http://mypompanobeach.org/directory/btr/FAQ%20sheet%20BTR.pdf>.

Please note that, while no voluntary goals have been established for this solicitation, the City encourages Local Business participation in *all* of its procurements.

6. Submission/Format Requirements

Submit one (1) original unbound and four (4) bound copies of the proposal. All copies will be on 8 1/2" x 11" plain white paper, typed, and signed by an authorized representative who is able to contractually bind the Proposer. Failure to adhere to the submittal quantity criteria may result in the Proposal being considered non-responsive.

Information to be included in the proposal: In order to maintain comparability and expedite the review process, it is required that proposals be organized in the manner specified below, with tabs or dividers between the sections:

Title page:

Show the project name and number, the name of the Proposer's firm, address, telephone number, name of contact person and the date.

Table of Contents:

Include a clear identification of the material by section and by page.

Letter of Transmittal:

Briefly state the Proposer's understanding of the project and express a positive commitment to provide the services described herein. State the name(s) of the person(s) who will be authorized to make representations for the proposer, their title(s), office and E-mail addresses and telephone numbers. Please limit this section to two pages.

Scope of Services Proposed:

Clearly describe the scope of services proposed. Include details of your approach and work plans. A brief statement must be included, which explains why your approach and plan would be the most effective and beneficial to the City.

Please include sample menu plans for both lunch and dinner meals for four (4) days each.

As this contract is intended for service immediately after a disaster, the proposal must include a clear plan to provide service to the City under such conditions.

If the Proposer is located in the South Florida area the proposal must contain a description of how service will be provided to the City of Pompano Beach when the Proposer's business (facility, personnel, and suppliers) will also have been adversely affected by the disaster.

Firm Qualifications:

This section of the Proposal should give a description of the firm, including the size, range of activities, etc. Particular emphasis should be given as to how the firm-wide experience and expertise in the area will be brought to bear on the proposed work.

This section must also identify the contact person and supervisory personnel who will work on the project. Resumes of each person should be provided with emphasis being given to their experience with similar work. If resumes are not available at the time the proposal is submitted, you should provide a listing of the qualifications, including education, experience, etc., that will be required.

References:

Provide a list and description of similar projects satisfactorily performed within the past two (2) years. For each engagement listed include complete contact information for a representative of the customer who can verify satisfactory performance.

Price Proposal:

Submit your signed, firm, price proposal for providing this service in accordance with your technical proposal.

State cost for each adult serving for breakfast, lunch, and dinner.

State cost for each bulk container of beverage (hot coffee, iced tea, lemonade.)

Litigation:

Disclose any litigation within the past five (5) years arising out your firm’s performance.

Licensing and Registration:

Submit licensure and registration information that the Proposer is in good standing and authorized to do business in the State of Florida and the City of Pompano Beach.

City Forms:

The RFP Proposal Signature Page must be completed, signed and returned. Return all RFP pages, initialed where indicated.

7. Selection/Evaluation Process

A Selection/Evaluation Committee will be appointed to select the most qualified firm(s). The Selection/Evaluation Committee will present their findings to the City Commission and, upon Commission approval, will negotiate a contract with the most qualified firm(s).

Proposals will be evaluated using the following criteria.

	<u>Criteria</u>	<u>Point Range</u>
1.	Scope of Services Proposed	0-30
2.	Firm Qualifications	0-20
3.	References	0-20
4.	Cost	0-30
	Total	0-100

The Committee has the option to use the above criteria for the initial ranking to short-list proposers and to use an ordinal ranking system to score short-listed proposers following presentations (if deemed necessary) with a score of “1” assigned to the short-listed proposer deemed most qualified by the Committee.

Each firm should submit documentation that evidences the firm’s capability to provide the services required for the Committee’s review for short listing purposes. After an initial review of the Proposals, the City may invite proposers for an interview to discuss the proposal and meet firm representatives, particularly key personnel who would be assigned to the project. Should interviews be deemed necessary, it is understood that the City shall incur no costs as a result of this interview, nor bear any obligation in further consideration of the submittal.

When more than three responses are received, the committee shall furnish the City Commission (for their approval) a listing, in ranked order, of no fewer than three firms deemed to be the most highly qualified to perform the service. If three or less firms respond to the RFP, the list will contain the ranking of all responses.

The City Commission has the authority to (including, but not limited to); approve the recommendation; reject the recommendation and direct staff to re-advertise the solicitation; or, review the responses themselves and/or request oral presentations and determine a ranking order that may be the same or different from what was originally presented to the City Commission.

8. Hold Harmless and Indemnification

Proposer covenants and agrees that it will indemnify and hold harmless the City and the City's contracted law enforcement provider, if applicable, and all of their officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Proposer, whether direct or indirect, or whether to any person or property to which the City or said parties may be subject, except that neither the Proposer nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by or resulting from the sole negligence of the City or the City's contracted law enforcement provider, if applicable, or any of their officers, agents or employees.

9. Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. It is not necessary to have this level of insurance in effect at the time of submittal, but certificates indicating that the insurance is currently carried or a letter from the Carrier indicating upgrade ability will speed the review process to determine the most qualified Proposer.

The successful Proposer(s) shall not commence operations until certification or proof of insurance, detailing terms and provisions of coverage, has been received and approved by the City of Pompano Beach Risk Manager.

The following insurance coverage shall be required.

- a. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.
- b. Liability Insurance
 - 1) Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.
 - 2) Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

LIMITS OF LIABILITY

Type of Insurance	each occurrence	aggregate
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GENERAL LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/AGGREGATE*

- comprehensive form
- premises - operations
- explosion & collapse hazard
- underground hazard
- products/completed operations hazard
- contractual insurance
- broad form property damage
- independent contractors
- personal injury

AUTOMOBILE LIABILITY: *MINIMUM \$1,000,000 per OCCURRENCE/AGGREGATE*

- comprehensive form
- owned
- hired
- non-owned

REAL & PERSONAL PROPERTY

- comprehensive form Consultant must show proof they have this coverage

EXCESS LIABILITY

- | | | | |
|---|-----------------------------------|--------------|--------------|
| <input checked="" type="checkbox"/> umbrella form | bodily injury and property damage | | |
| <input type="checkbox"/> other than umbrella | combined | \$1,000,000. | \$1,000,000. |
-

The certification or proof of insurance must contain a provision for notification to the City thirty (30) days in advance of any material change in coverage or cancellation.

The successful Proposer shall furnish to the City the certification or proof of insurance required by the provisions set forth above, within ten (10) days after notification of award of contract.

10. Retention of Records and Right to Access

The selected firm shall maintain during the term of the contract all books of account, receipt invoices, reports and records in accordance with generally accepted accounting practices and standards. The form of all records and reports shall be subject to the approval of the City's Internal Auditor. Recommendation for changes, additions, or deletions by the City's Internal Auditor must be complied with by the selected firm. The City's Internal Auditor must be permitted during normal business hours to audit and examine the books of account, reports, and records relating to this contract. The selected firm shall maintain and make available such records and files for the duration of the contract and retain them until the expiration of three years after final payment under the contract.

11. Communications

No negotiations, decisions, or actions shall be initiated or executed by the firm as a result of any discussions with any City employee. Only those communications, which are in writing from the City, may be considered as a duly authorized expression on behalf of the City. In addition, only communications from firms that are signed and in writing will be recognized by the City as duly authorized expressions on behalf of firms.

12. No Discrimination

There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

13. Independent Contractor

The selected firm will conduct business as an independent contractor under the terms of this contract. Personnel services provided by the firm shall be by employees of the firm and subject to supervision by the firm, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this agreement shall be those of the firm.

14. Staff Assignment

The City of Pompano Beach reserves the right to approve or reject, for any reasons, Proposer's staff assigned to this project at any time. Background checks may be required.

15. Contract Terms

The contract shall include, but not be limited to the following terms:

The contract shall include as a minimum, the entirety of this RFP document, together with the successful Proposer's proposal. Contract shall be prepared by the City of Pompano Beach City Attorney.

If the City of Pompano Beach defends any claim, demand, cause of action, or lawsuit arising out of any act, action, negligent acts or negligent omissions, or willful misconduct of the contractor, its employees, agents or servants during the performance of the contract, whether directly or indirectly, contractor agrees to reimburse the City of Pompano Beach for all expenses, attorney's fees, and court costs incurred in defending such claim, cause of action or lawsuit.

16. Waiver

It is agreed that no waiver or modification of this contract or of any covenant, condition or limitation contained in it shall be valid unless it is in writing and duly executed by the party to be charged with it, and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising out of or affecting this contract, or the right or obligations of any party under it, unless such waiver or modification is in writing, duly executed as above. The parties agree that the provisions of this paragraph may not be waived except by a duly executed writing.

17. Survivorship Rights

This contract shall be binding on and inure to the benefit of the respective parties and their executors, administrators, heirs, personal representative, successors and assigns.

18. Termination

The contract may be terminated by the City of Pompano Beach without cause upon providing contractor with a least sixty (60) days prior written notice. Should either party fail to perform any of its obligations under this contract for a period of thirty (30) days after receipt of written notice of such failure, the non-defaulting part will have the right to terminate the contract immediately upon delivery of written notice to the defaulting part of its election to do so. The foregoing rights of termination are in addition to any other rights and remedies that such party may have.

19. Manner of Performance

Proposer agrees to perform its duties and obligations under this contract in a professional manner and in accordance with all applicable local, federal and state laws, rules and regulations.

Proposer agrees that the services provided under this contract shall be provided by employees that are educated, trained and experienced, certified and licensed in all areas encompassed within their designated duties. Proposer agrees to furnish the City of Pompano Beach with all documentation, certification, authorization, license, permit, or registration currently required by applicable laws or rules and regulations. Proposer further certifies that it and its employees are now in and will maintain good standing with such governmental agencies and that it and its employees will keep all license, permits, registration, authorization or certification required by applicable laws or regulations in full force and effect during the term of this contract. Failure of proposer to comply with this paragraph shall constitute a material breach of contract.

20. Addenda

The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to this solicitation the City will attempt to notify all known prospective Proposers, however, it shall be the responsibility of each Proposer, prior to submitting their response, to contact the City Purchasing Office at (954) 786-4098 to determine if addenda were issued and to make such addenda a part of their proposal. Addenda will be posted to the City's website.

21. Acceptance Period

Proposals submitted in response to this RFP must be valid for a period no less than ninety (90) days from the closing date of this solicitation.

22. RFP Conditions and Provisions

The completed and signed proposal (together with all required attachments) must be returned to City on or before the time and date stated herein. All proposers, by submission of a proposal, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. All proposals and supporting materials submitted will become the property of the City. Any alteration, erasure, or interlineations by the proposer in this RFP shall constitute cause for rejection. Exceptions or deviations to this proposal may not be added after the submittal date. All proposers are required to provide all information requested in this RFP. Failure to do so may result in disqualification of the proposal.

The City reserves the right to postpone or cancel this RFP, or reject all proposals, if in its sole discretion it deems it to be in the best interest of the City to do so.

The City reserves the right to waive any technical or formal errors or omissions and to reject all proposals, or to award contract for the items herein, in part or whole, if it is determined to be in the best interests of the City to do so.

The City shall not be liable for any costs incurred by the proposer in the preparation of proposals or for any work performed in connection therein.

23. Governing Law

Interested vendors will agree that agreements shall be governed by the laws of the State of Florida and the venue for any legal action will be Pompano Beach, Florida.

24. Conflict Of Interest

For purposes of determining any possible conflict of interest, each Proposer must disclose if any City employee is also an owner, corporate officer, or an employee of his business. If any City employee is also an owner, corporate officer, or an employee, the Proposer must file a statement with the Broward County Supervisor of Elections pursuant to Florida Statutes 112.313.

25. Drug Free Workplace

The selected Proposer(s) with whom an agreement will be negotiated will be required to verify they will operate a “Drug Free Workplace” as outlined in Florida Statute, Section 287.087.

26. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida Statute, Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

27. Composition of Project Team

Firms are required to commit that the principals and personnel named in the proposal will perform the services throughout the contractual term unless otherwise provided for by way of a negotiated contract or written amendment to same executed by both parties. No diversion or substitution of principals or personnel will be allowed unless a written request that sets forth the qualifications and experience of the proposed replacement(s) is submitted to and approved by the City in writing.

28. Questions and Communication

All questions regarding the solicitation are to be submitted in writing to the Purchasing Office, 1190 N.E. 3rd Avenue, Building C (Front), Pompano Beach, Florida 33060, fax (954) 786-4168, or email purchasing@copbfl.com. All questions must include the inquiring firm's name, address, telephone number and RFP name and number. Questions must be received at least seven (7) calendar days before the scheduled solicitation opening. Oral and other interpretations or clarifications will be without legal effect. Any addendum necessary to answer questions will be posted to the City's website, and it is the Proposer's responsibility to obtain all addenda before submitting a response to the solicitation.

PROPOSAL SIGNATURE PAGE
RFP H-43-12, EMERGENCY CATERING SERVICE

To: The City of Pompano Beach, Florida

The below signed hereby agrees to furnish the proposed services under the terms stated subject to all instructions, terms, conditions, specifications, addenda, legal advertisement, and conditions contained in the RFP. I have read the RFP and 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 proposal.

Proposal submitted by:

Name (printed) _____ Title _____

Company (Legal Registered) _____

Federal Tax Identification Number _____

Address _____

City/State/Zip _____

Telephone No. _____ Fax No. _____

Email _____

Signature _____ Date _____

Addendum Acknowledgment - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. _____ Date Issued _____

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 RFP, attachments, or proposal pages. No variations or exceptions by the Proposer will be deemed to be part of the proposal submitted unless such variation or exception is listed and contained within the proposal documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your proposal complies with the full scope of this RFP.

Variances: _____