City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Purchasing
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

MEMORANDUM

To: Lenora Darden, Procurement Manager

From: Alaina Knofla, Procurement Specialist

Date: July 29, 2016

Subject: Renewal of RFQts #2014-001: Employee Shelter Food Services

The initial year of RFQts #2014-001, as stated above, is due to expire on August 19, 2016. This Contract has a provision for renewal under the original terms, conditions and specifications for two (2) additional one (1) year terms. This would constitute the final of two (2) renewal periods. There are two contractors for this service: Chantal's Par Avion Inc. and Too Jay's. Both contractors have agreed to the renewal of the agreement under the original terms, conditions and specifications. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than $25,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

Please review the attached documentation and signify by signature below your determination of agreement renewal. This renewal is effective for the period August 20, 2016 through August 19, 2017.

Should you have any questions or if I might be of further assistance please call ext. 5320 or contact purchasing by email at purchasing@ci.stuart.fl.us.

☒ Renewal of RFQts# 2014-001: Employee Shelter Food Services with Chantal's Par Avion, Inc. and Too Jay's.

☐ Recommend this bid not be renewed and the service be re-bid immediately.

Lenora Darden
Procurement Manager

Date 8/9/16

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Alaina Knofla
Procurement Specialist
aknofla@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-1202
www.cityofstuart.us

July 15, 2016

Via Email Transmission: Marnielle.manderville@toojays.com
Brett.carper@toojays.com

Marnielle Manderville, Director of Catering
TooJay's Acquisition LLC
DBA TooJay's Management LLC
3654 Georgia Avenue
West Palm Bach, Florida 33405

Subject: Renewal for RFQts# 2014-001, Employee Shelter Food Services

Dear Ms. Manderville,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for Employee Shelter Food Services; as the secondary contractor, for the period beginning August 20, 2016 and ending on August 19, 2017, which represents second and final year of two (one) year renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

It is understood that acceptance is inclusive of hurricane season, June 1, 2016 through November 30, 2016, and insurance requirements are current for this year's hurricane season. The City of Stuart requires a valid Certificate of Insurance on file at all times for Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the agreement.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., July 27, 2016**. You may fax your response to (772) 600-1202 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and attention to this matter. Please contact me at (772) 288-5320, should you have any questions.

Best Regards,

Alaina Knofla
Procurement Specialist

cc: 2014-001 File
Brett Carper, Regional Supervisor

☒ I hereby agree to the contract renewal as specified of the subject Agreement

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Christopher J Arzivian
Printed Name

7/29/16
Date

CEO
Title

City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement & Contracting Services Division

Purchasing
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
Fax: (772) 600-0134
www.cityofstuart.us

MEMORANDUM

To: Lenora Darden, Procurement Manager

From: Myrna Burns, Procurement Specialist

Date: July 2, 2015

Subject: Renewal of RFQts #2014-001: Employee Shelter Food Services

The initial year of RFQts #2014-001, as stated above, is due to expire on August 19, 2015. This Contract has a provision for renewal under the original terms, conditions and specifications for two (2) additional one (1) year terms. This would constitute the first year of two possible extensions. There are two contractors for this service: Chantal's Par Avion Inc. and Too Jay's. Both contractors have agreed to the renewal of the agreement under the original terms, conditions and specifications. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than $25,000.00, where the funds for the project have been appropriated by the City Commission through the annual budgeting process and where the vendor was selected in accordance with the City Procurement Ordinance.

Please review the attached documentation and signify by signature below your determination of agreement renewal. This renewal is effective for the period August 20, 2015 through August 19, 2016.

Should you have any questions or if I might be of further assistance please call ext. 5320 or contact purchasing by email at purchasing@ci.stuart.fl.us.

☒ Renewal of RFQts# 2014-001: Employee Shelter Food Services with Chantal's Par Avion, Inc. and Too Jay's.

☐ Recommend this bid not be renewed and the service be re-bid immediately.

Lenora Darden
Procurement Manager

Date 7/2/15

City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Procurement and Contracting Services Division

Lenora Darden, CPPB
Procurement Manager
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-0134
www.cityofstuart.us

June 2, 2015

Via Email Transmission: Marnielle.manderville@toojays.com
Brett.carper@toojays.com

Marnielle Manderville, Director of Catering
TooJay's Acquisition LLC
DBA TooJay's Management LLC
3654 Georgia Avenue
West Palm Bach, Florida 33405

Subject: Renewal for RFQts# 2014-001, Employee Shelter Food Services

Dear Ms. Manderville,

This is official notification to your firm that the City of Stuart wishes to extend your current contract for Employee Shelter Food Services; as the secondary contractor, for the period beginning August 20, 2015 and ending on August 19, 2016, which represents the first year of two (one year) renewal options. This extension is granted under the same terms, conditions, and pricing as the original contract.

It is understood that acceptance is inclusive of hurricane season, June 1, 2015 through November 30, 2015, and insurance requirements are current for this year's hurricane season. The City of Stuart requires a valid Certificate of Insurance on file at all times for Liability, Property Damage, and Automobile Liability, and Worker's Compensation as outlined in the agreement.

Please complete the bottom portion of this letter if your firm will agree to the requested renewal. Your response must be received **no later than 4:00 p.m., June 12, 2015**. You may fax your response to (772) 600-0134 or send by email to purchasing@ci.stuart.fl.us.

Thank you for your cooperation and attention to this matter. Please contact me at (772) 288-5308, should you have any questions.

Best Regards,

L Darden

Lenora Darden, CPPB
Procurement Manager

cc: 2014-001 File
Brett Carper, Regional Supervisor

☑ I hereby agree to the contract renewal as specified of the subject Agreement

☐ I am unable to agree to the contract renewal as specified of the subject Agreement

(Signature)

Brett Carper
Printed Name

6/23/15
Date

Area Director
Title

CITY OF STUART

CONTRACT FOR SERVICES

CONTRACTOR: TOOJAY'S ACQUISITION LLC
DBA: TOOJAY'S MANAGEMENT LLC
3654 GEORGIA AVENUE
WEST PALM BEACH, FL 33405

PROJECT: RFQts #2014-001: EMPLOYEE SHELTER FOOD SERVICES (SECONDARY)

THIS CONTRACT, hereinafter "Contract," made and entered into the 20th day of August, 2014 by and between TooJay's Management LLC of West Palm Beach, Florida" referred to as "Contractor" and the City of Stuart, Florida, a municipal corporation, 121 SW Flagler Avenue, Stuart, Florida 34994, hereinafter referred to as "City", for and in consideration of the following terms, conditions and covenants.

I. PURPOSE OF CONTRACT

City intends to enter into a contract with Contractor for provision of emergency catering services for Employee Shelter Food Services by the Contractor and the payment for those services by City as set forth below.

II. SCOPE OF SERVICES

The Contractor shall provide Employee Shelter Food Services pursuant to this Contract as hereinafter provided. These services will include caterer to furnish, prepare, deliver, and serve meals to employees and their families at the City's Employee Shelter located at the 10th Street Community Center, before, during, and after an emergency and/or disaster event, including all labor, supervision, products, and tools necessary to provide Employee Shelter Food Services.

Section 1. Scope of Service

Contractor shall to provide Catering Services for emergency operations, including but not limited to; furnishing two (2) hot (one breakfast and one dinner) and one (1) cold sandwich (lunch) meal to employees and their families at the City's Employee for the City of Stuart. Services to include, but not be limited to, TO GO meals for pick up by City staff to feed additional off site employees when necessary. An allocation of twenty percent **(20 %)** shall be provided to caterer for meal preparation at facility. The detailed scope of services to be performed and schedule of fees for those services is described in Exhibit A (Contractor's response to RFQts #2014-001, as accepted by the CITY) and Exhibit B (CITY's original Request For Quote) incorporated herein.

III. CONTRACT PROVISIONS

Section 1. Period of Service

1.1 Term of Contract

Upon award of this Contract, the effective date of this Contract shall be the date of execution of this Contract by both City and Contractor. Term of this contract shall be for an initial period of one (1) year with the option of two (2) additional one-year renewal periods, upon the mutual written agreement of the parties.

Section 2. Time of Performance

2.1 Meal Distribution

The Contractor shall begin work upon the City's Manager's declaration of an emergency and after issuance of work order request issued by the Project Manager for the City to the Project Manager for the Contractor. Contractor's work shall be completed within time as designated by the Project Manager. All meals must be ready for consumption at least one (1) hour prior to serving. Commencement of the Contract Work by the Contractor shall be deemed a waiver of the NTP and shall constitute the date of commencement for purposes of the completion deadline.

Meal servicing shall be as follows:

- Breakfast from 6:00 AM - 8:00 AM
- Lunch from 11:00 AM - 2:00 PM
- Dinner from 5:00 PM - 8:00 PM
- Evening Snacks from 8:00 PM - 9:00 PM. Snacks can be provided to the City Project Manager or designee for distribution.

The work shall be conducted in such a manner and with sufficient labor, materials, tools, and equipment necessary to complete the work within the time limit set forth in the Agreement. Should the organization of the Contractor, or its management, or the manner of carrying on the work be inadequate to do the work specified within the stated time as determined in the sole discretion of the City, then the City shall have the right to take charge of the work and finish it and provide the labor, materials and equipment necessary to complete the work as planned within the required time and to charge the cost of all such work against the Contractor and the Contractor and the Surety and shall be held responsible therefore. The Contractor fully understands and agrees that the City shall not pay for any obligation or expenditure made by the Contractor prior to the effective date of this Agreement unless the City authorizes such payment in writing.

2.2 Hurricane Projections

Hurricane Alert: City makes contact with Caterer and provides update of City's intentions

Hurricane Watch – 48 hours: Caterer is contacted to verify that the City has been put under a Hurricane Watch and Hurricane force winds are expected with 48 hours. The City will contact the caterer to place them on stand-by at 36 hours.

Hurricane Warning – 36 hours: Caterer is contacted with request to be on stand-by for providing meal services for a designated amount of employees per day if additional days are needed. Menu items and number of meals per day is determined. Phone contact/project personnel information is reviewed and updated. Plan is identified how contact will be made after the storm if phone service is not available.

Hurricane Warning - 24 hours: Caterer is contacted with any updated information. City will make determination if meals need to be ordered for evening meal for staff staying during the night at the Employee Shelter. Head count can range from 25 – 150.

Hurricane Warning 10 – 24 hours: Contact caterer with any updated information and determination of meal to be served after the storm has cleared. If storm has been determined not to be a threat to the area, catering requirements will be cancelled.

Hurricane Recovery - After Storm – all clear given: Contact caterer (if phones are accessible) and meal time(s) are verified. If meal services are required for a period of time, each morning as designated above, the number of meals required for that day (lunch, dinner and next day's breakfast) will be communicated to the Caterer. City radio may be available if phone / cell lines are inoperable. Number of to go meals will also be identified.

Section 3. Compensation and Method of Payment

3.1 Fee Schedule

CITY will compensate Contractor for these Employee Shelter Food Services in accordance with Contractor's pricing schedule formalized in "Exhibit A-Price Proposal Form" to this Contract. Contractor's pricing schedule shall include a total firm cost to the City itemized as follows: Group selection, quantity, unit price, a brief description of the work, location of work, and projected completion time. Contractor's pricing may be updated annually prior to each optional renewal period with submission of justification for any increases in pricing and prior written approval by the appropriate City officials.

3.2 Invoices

Billing will be accepted only for items received and verified by the Daily Tracking Log. Contractor shall submit invoices to the City Representative weekly for processing for payment. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal for work accomplished and accepted by the City under this Contract. Each invoice shall be detailed and include, but not be limited to, a legible copy of the Daily Tracking Log approved by the City Representative, address/location, type of work, and date of service, and purchase order number, date work was completed and accepted by the City.

3.3 Payment

Payment for service will be made on a weekly basis after order is completed and invoice is accepted by the City. Invoice must reflect purchase order number. Interim payment of approved invoice may be made using a City Purchasing Card.

Section 4. Guarantee

The Contractor shall guarantee workmanship for the duration of the contract period. Contractor shall ensure successful performance of the work for the service intended. All purchased items shall include a satisfaction guarantee. Caterer shall ensure successful performance of the work for the service intended and assure all meals are in accordance with the Food Standards Agency (FSA) and generally acceptable catering standards. If any meal is not sufficient, it will be the Caterer's responsibility to correct and replace at no cost to the City of Stuart or deduct cost from invoice.

Section 5. Audit

The Contractor agrees that the City or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Agreement. The Contractor agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Contractor shall refund by check payable to the City the amount of

such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

Section 6. Contractor Responsibility

6.1 Independent Contractor

The Contractor is an independent contractor and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor, between the City and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

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 at its sole option.

6.2 Responsibility for Work

The Contractor shall take the whole responsibility of the Agreement Work and shall bear all losses resulting to him because of bad weather, or because of errors or omissions in his or its bid on the Agreement price, or except as otherwise provided in the Agreement Documents because of any other causes whatsoever.

It is the Contractor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities

The Contractor shall assign a Supervisor that will be onsite during each meal service period. This lead person shall speak fluent English and have the ability to make decisions and corrective actions on their own. Supervisor is responsible to keep the City informed of the contractor's activities and have in place a dispatch method available at all times who can be contacted by the City by radio, beepers, cellular phones etc. This assigned Supervisor will be responsible for overseeing all work performed. If at any time the supervisor is replaced during the term of this contract, the Contractor must provide all updated information and details as requested and must be approved by the City.

Contractor shall;

- provide boxed lunch meals no more than six (6) hours prior to supplying to the City.
- be capable of mobilizing their staff to the designated servicing site.
- store all food and food products at the recommended temperature.
- be self-sufficient with backup generator. Caterer shall be responsible for providing their own fuel source to run their generators.
- provide containers (single serve containers, catering pan with lids and utensils for all meals, cups, condiments, plates and napkins).
- use restaurant grade chafing dishes with sterno for serving hot food.
- promptly dispose of all refuse and waste material created by the Caterer's operation after each meal.
- not serve leftovers from the previous day.
- provide an adequate number of employees to operate the serving line and be courteous and follow safe food handling requirements.
- be responsible for the cleanliness of the concession service area(s). Caterer shall keep all work areas in a clean, sanitary, and orderly condition at all times.

- ensure all owner cooking utensils and accessories are washed appropriately.
- provide TO GO meals for offsite City locations and will be prepared in disposable catering pans and/or individual TO GO meals, box lunch type prepared in Styrofoam, plastic, or box containers for quantity of persons specified and will be distributed from a designated area for City staff to pick up.
- ensure all employees are clean, neat and appropriately dressed, including proper footwear at all times during the performance of the services. All of the employees shall wear a form of identification indicating the company represented. The City will not be responsible for any costs for uniforms or identification for Caterer's staff.
- be solely and completely responsible for conditions of the job site, including safety of Caterers employees and property during performance of the work.
- conduct operations to offer professional first-class businesslike manner at all times and provide optimum customer service to staff. Caterer shall supply sufficient attendants to provide outstanding service. Caterer shall conduct operations in an orderly manner, without unnecessary disruption to City staff.
- at all times, guard against damage or loss to the property of the City and shall be held responsible for replacing or repairing any such loss or damage.

6.3 Contractor's Records

As a condition precedent to Contractor filing any claim against City, Contractor shall make available to City all of Contractor's books and records (directly or indirectly related to the claim of Contractor's business) requested by City. Refusal to do so shall constitute a material breach of this contract and cause for dismissal of any litigation.

Section 7. Termination

7.1 Termination for Convenience

Either party upon a seven (7) day written notice to the other party may terminate this Contract. In the event of any termination, Contractor shall be paid for all services rendered to the date of termination including all authorized reimbursable expenses.

7.2 Termination for Cause

The performance of the Contract may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Contract. If the successful bidder should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should fail to provide properly skilled personnel or proper service in the sole discretion of the City, then the City can, after giving the successful bidder seven (7) days written notice, and without prejudice to any other right or remedy, terminate this Contract.

7.3 Cancellation of Services

Should a storm's projected path abruptly change course, the City will notify Caterer to cancel their services no later than twelve (12) hours from anticipated arrival of the storm at no cost to the City.

Section 8. ClTY's Obligations

8.1 Project Manager

The Project Manager for the City with the authority to act on the City's behalf with respect to all aspects of the Project is the Community Services Supervisor or her designee.

Lauren B. Leandre
Community Services Supervisor
Telephone: (772) 288-5334
Cell: (772) 678-2982
Fax: (772) 463-5822
Email: lleandre@ci.stuart.fl.us

The Project Manager for the Contractor with authority to act on the Contractor's behalf with respect to all aspects of the Project is:

Brett Carper
Regional Supervisor
Email: brett.carper@toojays.com
Telephone: (561) 215-7215
Cell No. (561) 232-9360

Section 9. Persons Bound by Contract

9.1 Parties to the Contract

The persons bound by this Contract are the Contractor and the City and their respective partners, successors, heirs, executors, administrators, assigns and other legal representative.

9.2 Assignment of Interest in Contract

This Contract and any interest or services associated with this Contract may not be assigned, sublet or transferred to another by either party without the prior written consent of the other party. Contractor will not be permitted to subcontract any of the work requirements to be performed of the services hereunder, with the exception of crew type laborers.

9.3 Other Entity Use

The successful Contractor may be requested to convey its proposal prices, contract terms and conditions, to municipalities or other governmental agencies.

9.4 Rights and Benefits

Nothing herein shall be construed to give any rights or benefits arising from this Contract to anyone other than Contractor and the City.

Section 10. Indemnification of City

Contractor assumes the entire responsibility and liability for all damages or injury to all persons, and to all property, caused by the Contractor or Contractor’s employees, agents, consultants or sub-contractors, and

Contractor shall to the fullest extent allowed by law, indemnify and hold harmless the CITY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, omission, or intentional conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the contract. Specific consideration for this indemnity is $10.00, the receipt and sufficiency of which are hereby acknowledged by Contractor.

Contractor shall obtain, maintain and pay for general liability insurance coverage to insure the provisions of this paragraph.

Section 11. Insurance.

11.1. Requirements

Contractor shall procure and maintain insurance, in the amounts noted in Item 6.2 of the Request for Proposal and included in "**Exhibit C**" of this Contract, which names the Contractor, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A:VII or better. When a self insured retention or deductible exceeds $5,000, the City reserves the right, but not the obligation, to review and request a copy of contractor's most recent annual report or audited financial statement. All contractors, including any independent contractors and subcontractors utilized, must comply with the insurance requirements as set forth in the documents identified and listed in "**Exhibit C**" attached hereto.

11.2 Certificate of Insurance

Certificates of all insurance required from the Contractor shall be attached to this agreement and shall be subject to the City's approval for adequacy.

Section 12. Professional Standards

All work performed by Contractor will be in accordance with the highest professional standards and in accordance with all applicable governmental regulations.

Section 13. Non-Appropriation

This Contract is deemed effective only to the extent of the annual appropriations available.

Section 14. General Conditions

14.1 Venue in Martin County

Jurisdiction and venue for any lawsuit to enforce the terms and obligations of this Contract shall lie exclusively in the County Court or the Circuit Court in and for Martin County, Florida.

14.2 Laws of Florida

The validity, interpretation, construction, and effect of this Contract shall be in accordance with and governed by the laws of the State of Florida.

14.3 Attorney's Fees and Costs

In the event the Contractor breaches or defaults in the performance of any of the terms, covenants and conditions of this Contract, the Contractor agrees to pay all damages and costs incurred by the CITY in the enforcement of this Contract, including reasonable attorney's fees, court costs and all expenses, even if not taxable as court costs, including, without limitation, all such fees, costs and expenses incident to appeals incurred in such action or proceeding.

14.4 Mediation as Condition Precedent to Litigation

Prior to the initiation of any litigation by the parties concerning this Contract, and as a condition precedent to initiating any litigation, the parties agree to first seek resolution of the dispute through non-binding mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The parties shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the CITY shall select the mediator who, if selected solely by the CITY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediation.

14.5 Contract Amendment

The City may require additional items of a similar nature, but not specifically identified in the contract. The Caterer agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. 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/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Caterer.

No modification, amendment or alteration in the terms or conditions contained in this Contract shall be effective unless contained in a written documents executed with the same formality and of equal dignity herewith. This Contract constitutes the entire agreement between the parties, and no prior, or contemporaneous oral agreement shall be binding on either party. If either party fails to enforce a portion or all of this Contract, it shall not constitute a waiver of the same.

14.6 Contractual Authority

By signing this Contract the Contractor swears or affirms, under penalty of perjury, that this is a valid act of the Contractor, and that no later claim shall be made by the CONTRACTOR that the Contract is invalid or an *ultra vires* act, by reason of a failure to have the proper authority to execute the Contract. In the event that a court of competent jurisdiction later determines that the Contract is or would be null and void for failure of the signatory to have proper or complete authority, this Contract shall nonetheless be deemed valid under the theory of "apparent authority," or in the sole alternative of the City, shall be deemed to be the act of the signatory, as an individual, who shall be fully responsible for its complete performance.

14.7 Sovereign Immunity

Nothing contained herein shall be construed or interpreted as a waiver of the sovereign immunity liability limits established under chapter 768.20 Florida Statutes as amended.

Section 15. **Public Records**

In compliance with F.S. 119.0701 the Contractor shall:

Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.

Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."

If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

Section 16. **Exhibits**

The following Exhibits are attached to and made a part of this Contract:

"**Exhibit A**" - "Quote as Submitted by Bidder and Accepted by City"

"**Exhibit B**" - "Original Request for Quote as Issued by City, including all Addenda"

"**Exhibit C**" - "Insurance and Indemnification."

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the CITY and the Contractor have made and executed this Contract the day and year first above written.

ATTEST:

Cheryl White
City Clerk

CITY

Charles T. Iverson
Procurement and Contracting Services Manager

APPROVED AS TO FORM
AND CORRECTNESS:

Michael Mortell
City Attorney

WITNESSES:

Michelle Thomas
(Signature)

(Signature)

CONTRACTOR

(Signature)

Neal D. Chianese Jr
Printed Name

COO
Title

EXHIBIT A

QUOTE AS SUBMITTED BY RESPONDENT AND ACCEPTED BY THE CITY OF STUART”

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5308 Fax: (772) 600-0134

Dept of Financial Services
Procurement Division

REQUEST FOR QUOTE NO. 2014-001

EMPLOYEE SHELTER FOOD SERVICES

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Stuart Procurement Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Request for Quote (RFQTS).

A INSTRUCTION TO BIDERS AND BID SIGNATURE SECTION

A1. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

A2. Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

A3. The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

A4. Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

A5. It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **4:00 p.m., on July 23, 2014** by hand delivery, facsimile at 772 600-0134 or by e-mail to ldarden@ci.stuart.fl.us. Any received after this date and time may not be accepted or considered.

A6. The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

A7. Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Buyer, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.

A8. Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions during or after bids are opened. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

A9. If not bidding any or all items, please so state.

A10. Unit prices will govern in the event both unit and total prices are requested in the solicitation and the unit price carried forward does not mathematically result in the total price for that item.

A11. It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Division is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5308, Fax (772) 600-0134, and email ldarden@ci.stuart.fl.us.**

A12. **Failure to comply with these instructions may result in disqualification of your bid.**

B. GENERAL PROVISIONS

B1. **Payment/Invoicing**: No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.

B2. **Purchasing Card Program:**

A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

B3. **Fund Availability**: Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

B4. **Permits/Licenses/Fees: Any permits, licenses or fees required will be the responsibility of the successful bidder,** no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder.

B5. **Taxes**: The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.

B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material as specified in Section C-Special Provisions.

B7. **Independent Pricing**: By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement prices in this quote have been arrived at independently.

B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or it's using Department.

B9. **Changes**: the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule.

B11. **Conflict of Interest**: All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart.

B12. **Termination:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least seven (7) days prior to the effective date of the termination.

B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the quote. A purchase order or other award document will be issued by the city when appropriate to do so.

B17 **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control of the parties.

B18. **Quote as Public Domain:** The quote will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted" per FSS 119.**

B19. **Equal Opportunity:** The City of Stuart encourages participation by minority and women owned business enterprises.

B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract or subcontract any work with the City.

B21. **Insurance:** Awarded bidder shall, during the entire period of performance of any contract resulting from this solicitation, submit proof of insurance. Coverages and amounts are subject to City approval.

B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered.

B23. **Safety Standards:** All caterers shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.

C. SPECIAL PROVISIONS

C1. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the items specified. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the RFQTS being considered non-responsive.

A. Bidder must provide proof of catering license by the Florida Department of Business Profession Regulations, and shall submit a minimum of one (1) "Food Safety Inspection Report" or any report written by the Department of Business and Professional Regulation for food service establishment operated by the Bidder within the last year as part of the submittal.

B. Bidder shall provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work. This assigned Supervisor will be responsible for overseeing all work performed.

C. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.

D. Completion and submission of Questionnaire of Bidders Information attached herein.

C2. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to the nature and extent of the work required. Arrangements for bidder's inspection of facility may be secured from the Community Services Division at (772) 288-5340.

C3. **F.O.B. Point:** All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase.

C4. **Distribution:** All meals must be ready for consumption at least one (1) hour prior to serving. Meal servicing shall be as follows:

- Breakfast from 6:00 AM - 8:00 AM
- Lunch from 11:00 AM - 2:00 PM
- Dinner from 5:00 PM - 8:00 PM
- Evening Snacks from 8:00 PM - 9:00 PM. Snacks can be provided to the City Project Manager or designee for distribution.

C5. **Payment:** Billing will be accepted only for items received and verified by the Daily Tracking Log. The successful caterer shall submit an invoice to the City Representative weekly for processing for payment. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal. Payment for service will be made after order is completed and invoice is accepted by the City. Invoice must reflect purchase order number. Interim payment of approved invoice may be made using a City Purchasing Card.

C6. **Contract Terms:** At all times during the term of the contract, the successful Bidder shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the Procurement Manager. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both

parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

C. **Additional Services for Emergency:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Caterer agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. 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/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Caterer.

C7. **Guarantee:** The bidder shall guarantee workmanship for the duration of the contract period. All purchased items shall include a satisfaction guarantee, which will be designated in the submitted bid. Caterer shall ensure successful performance of the work for the service intended and assure all meals are in accordance with the Food Standards Agency (FSA) and generally acceptable catering standards. If any meal is not sufficient, it will be the Caterer's responsibility to correct and replace at no cost to the City of Stuart or deduct cost from invoice.

C8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. Community Service Department may order requirement(s); as specified in the specifications, on an "as needed" basis. All terms, conditions and prices of this quote are applicable. Only awarded bid items may be purchased on the blanket purchase order. Vendor is to take all necessary steps to insure this requirement. Invoices must reference purchase order number.

Time will be of the essence for any orders placed as a result of this RFQts. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule as specified or as otherwise accepted by the City. Quantity to be determined by the City at the time of order placement, and will depend upon the City's need at the time of request.

C9. **Quantities:** The quantities specified are an estimation based on the unit price of 100 meals per type per day (breakfast, lunch, dinner, and snack). The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements in accordance with the prices quoted.

C10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

D. AWARD OR REJECTION OF BIDS

D1. **Award of Contract:** The City of Stuart intends to award to a Primary and Secondary bidder most responsive and responsible to the solicitation with the lowest bid. The Purchase Order will serve as the contract.

D2. **Method of Award:** The City reserves the right to award group by group or on an all or none basis to a Primary and Secondary bidder. The lowest responsive, responsible bidder for the entire bid shall be determined as the Primary Vendor. The second lowest responsive responsible bidder for the entire bid shall be determined as the secondary. The City reserves the right to pick and choose any combination or order of project award.

Award of the primary and secondary bidder will also be determined in order of responsiveness, delivery, stocking capability, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City.

After the bid has been awarded, the Primary bidder will be used in every instance of ordering as long as their firm is capable of delivering the product/material in question within the time specified. If the Primary bidder is not able to deliver the product in question within the specified time, the City reserves the right to contact the secondary awardee. Bidders are required to bid all items requested. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non-responsive and rejected.

D4. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.

D5. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:

- The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
- The reputation, judgment and experience of the bidder.
- The quality of performance of previous contracts or services including previous performance with the City.
- Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- Financial resources of the bidder to perform the contract or provide the service.
- Ability to provide future maintenance and service for the use of the subject of the contract.
- Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

E. SCOPE OF SERVICE

E1. **Work Objective:** The City of Stuart is requesting quotations from qualified Caterers to provide catering services for emergency operations, including but not limited to; furnishing two (2) hot (one breakfast and one dinner) and one (1) cold sandwich (lunch) meal to employees and their families at the City's Employee Shelter.

A. Caterer to furnish, prepare, deliver, and serve meals to employees and their families at the City's Employee Shelter located at the 10th Street Community Center, before, during, and after an emergency and/or disaster event. Meals shall be available to a limited number of staff with a four (4) hour notice at the Employee Shelter, and at designated times twenty-four (24) hours per day, seven (7) days a week until the City declares otherwise in writing. Special arrangements may be required during curfew times. Meals may be prepared at Caterer's location or onsite at the Community Center as follows:

1. In the event that a major storm is predicted and is so severe that a caterer would not be able to drive to the City's facility, the City would like to have meals prepared at the Community Center. The Center has a kitchen with refrigerators, freezers, and ovens with stove tops available for the preparation of meals on site. The Caterer shall be available within a twenty-four (24) hour notice to cook meals at the Employee Shelter site. The vendor shall be prepared to provide meals from vendor stock. An allocation of twenty percent (**20 %**) shall be provided to caterer for meal preparation at facility. This facility does have generator power.

2. Caterer shall provide "To Go" containers for pick up by City staff to feed additional off site employees when necessary. These off-site locations will not require the Caterer to deliver or serve the food.

B. The City requires a firm that can offer a level of commitment to servicing the City's account during an emergency event. The City requests that the City be the sole account that emergency catering services are being provided or can substantiate that firm has adequate staff, management and supplies to handle another multiple emergency response accounts. Failure to substantiate the above will result in the City not accepting your submittal response. Only firms that can demonstrate their capability to provide catering services for a minimum of 100 people on short notice, able to maintain services during an emergency event and that have generator(s) in place to power their kitchen facility will be considered.

C. Beverages shall be provided in cans or recyclable plastic bottles. Beverages are to be nationally recognized brands, for example manufactured by Pepsi cola, Coca-Cola, Welch's, Ocean Spray and Gatorade. Caterers should provide a list of proposed product selections with their submittal.

D. Snacks offerings shall provide a variety of pre-packaged products. They should be nationally recognized brands, for example manufactured by Frito-Lay, Lance, Nestles, Hershey, Lance & Mars; regular, sugar-free and sugar-substitute products. Offerings can consist of candy, nuts, chips, crackers cookies, etc. Caterers should provide a list of proposed products selection with their submittal.

E. All cups, plates, napkins, utensils, salt, pepper, sugar, creamers, condiments and all other necessary side items must be provided by the vendor.

F. Any expired dated product and any product showing visibly damaged packaging or container, shall be immediately removed. The City shall not be liable for the cost of any surplus, waste, or expired snack and/or beverage provided under this contract.

G. Should a storm's projected path abruptly change course, the City will notify Caterer to cancel their services no later than twelve (12) hours from anticipated arrival of the storm at no cost to the City. Bidder to include your cancellation policy with your submittal.

H. The City Project Manager or designee will provide the awarded vendor with an estimated number of meals needed initially and for each day, as necessary.

E2. **Meals:**

A. Breakfast: Breakfast meals shall contain a main course (e.g. eggs, French toast, pancakes, omelets, and cereal), choice of 2 meats, fresh fruit or a fruit cup, pastries, juice and coffee.

B. Lunch: Lunch meals shall contain a sandwich (white, Italian or whole wheat bread), chips, desert (e.g. cookie, cake, brownie) and a beverage. Fresh fruit or a fruit cup may be substituted for chips. Sandwich shall be quality cold cut meats and cheeses or salad type (tuna, egg, chicken). Lettuce, tomato, onion, and pickles should be available when possible. There shall be a variety of sandwich types available daily.

C. Dinner: Dinner meals shall contain a choice of two (2) main courses (e.g. lasagna, roast beef, turkey, chicken, meatloaf, etc.) and a choice of two (2) vegetables, a side dish (e.g. potatoes, rice, pasta), dinner roll (bread), desert (e.g. cookie, cake, brownie), and a beverage (soda, water, coffee, juice, tea). Salad will also be offered, as available.

D. Evening Snack: Evening snack shall contain a choice of four (4) snack items individually wrapped (e.g. chips, pretzels, crackers, and snack cakes/cookies) and a drink (soda, water, coffee, juice, tea).

E3. **Hurricane Projections:**

A. HURRICANE ALERT

City makes contact with Caterer and provides update of City's intentions

B. HURRICANE WATCH – 48 hours

Caterer is contacted to verify that the City has been put under a Hurricane Watch and Hurricane force winds are expected with 48 hours. The City will contact the caterer to place them on stand-by at 36 hours.

C. HURRICANE WARNING - 36 hours

Caterer is contacted with request to be on stand-by for providing meal services for a designated amount of employees per day if additional days are needed. Menu items and number of meals per day is determined. Phone contact/project personnel information is reviewed and updated. Plan is identified how contact will be made after the storm if phone service is not available.

D. HURRICANE WARNING - 24 hours

Caterer is contacted with any updated information

City will make determination if meals need to be ordered for evening meal for staff staying during the night at the Employee Shelter. Head count can range from 25 – 150.

E. HURRICANE WARNING 10 – 24 hours

Contact caterer with any updated information and determination of meal to be served after the storm has cleared. If storm has been determined not to be a threat to the area, catering requirements will be cancelled.

6. HURRICANE RECOVERY - After Storm – all clear given

Contact caterer (if phones are accessible) and meal time(s) are verified.

If meal services are required for a period of time, each morning as designated above, the number of meals required for that day (lunch, dinner and next day's breakfast) will be communicated to the Caterer. City radio may be available if phone / cell lines are inoperable. Number of to go meals will also be identified.

E4. **Description of Applicable Standards:** All meals shall be prepared under national, state and local health safety and sanitary conditions. The Caterer shall be in compliance with Federal, State and Local guidelines governing health and food service sanitation, for example, Occupational Environmental Safety and Health; and Food Service Agency.

E5. **Caterer's Responsibilities:**

- Boxed meals shall be prepared no more than six (6) hours prior to supplying to the City.
- The Caterer shall be capable of mobilizing their staff to the designated servicing site.
- All food and food products shall be stored at the recommended temperature.
- The Caterer's location for preparing food shall be self-sufficient with backup generator. Caterer shall be responsible for providing their own fuel source to run their generators.
- The Caterer shall provide containers (single serve containers, catering pan with lids and utensils for all meals, cups, condiments, plates and napkins).
- Caterer shall use restaurant grade chafing dishes with sterno for serving hot food. Once, owner cooking utensils and accessories are washed appropriately, chafing dishes may be left on site each day.
- All refuse and waste material created by the Caterer's operation shall be promptly disposed of after each meal. Caterer is requested to provide their plan with their proposal for handling gray water, cooking oils and other by-products if a mobile food kitchen is being brought to the site.
- The Caterer shall not serve leftovers from the previous day.
- Caterer shall provide an adequate number of employees to operate the serving line. Caterer will provide their staff to serve and replenish food supply as needed. All employees shall be courteous and follow safe food handling requirements.
- Caterer shall be responsible for the cleanliness of the concession service area(s). Caterer shall keep all work areas in a clean, sanitary, and orderly conditions at all times. The City will provide employees to assist with clean-up of the room used to serve the food. However, it is the Caterer's responsibility to ensure all owner cooking utensils and accessories are washed appropriately.
- Bulk TO GO meals for offsite City locations will be prepared in disposable catering pans for quantity of persons specified and will be distributed from a designated area for City staff to pick up.
- Individual TO GO meals, box lunch type will be prepared in Styrofoam, plastic, or box containers.
- Caterer shall provide a daily supply of containers with partitions to the City, as City staff will prepare individual to go meals from the serving line for those employees that need to take their meal with them.

- Caterer shall appoint a Supervisor that will be onsite during each meal service period. This lead person shall speak fluent English and have the ability to make decisions and corrective actions on their own, as phone communication may be limited. Caterers staff must wear appropriate clothing
- Caterer shall be solely and completely responsible for conditions of the job site, including safety of Caterers employees and property during performance of the work.
- Caterer shall conduct operations to offer professional first-class businesslike manner at all times and provide optimum customer service to staff. Caterer shall supply sufficient attendants to provide outstanding service. Caterer shall conduct operations in an orderly manner, without unnecessary disruption to City staff.
- Caterer shall ensure all employees are clean, neat and appropriately dressed, including proper footwear at all times during the performance of the services. All of the employees shall wear a form of identification indicating the company represented. The City will not be responsible for any costs for uniforms or identification for Caterer's staff.
- Caterer shall, at all times, guard against damage or loss to the property of the City and shall be held responsible for replacing or repairing any such loss or damage.

E6. **City's Responsibility:**

- Provide a secure site for set up and operation, including set up of the room.
- Provide a dumpster at the site.
- Provide electrical power at the site if the normal power is not operational.
- Storage area for soda, water and paper goods (City will not be responsibility for security of the items stored)
- Provide an estimated count for all meals to be provided at the site each day at 9:00 a.m. Count to include meals for take-out and type of meal, lunch, dinner, breakfast is for following day.
- Provide a written twenty-four (24) hour notice to caterer to shut down operations.
- The City may provide City staff to assist in the serving line.
- The City will monitor and perform a count of the amount of staff actually fed each day and share the figure with the Caterer.

INSURANCE REQUIREMENTS

The following insurance provisions are hereby established for professionals who will provide services to the City.

1. The successful proposer shall not commence any work in connection with the contract for services until the professional has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All carriers shall carry an AM Best Rating of at least A:VII. A Waiver of Subrogation is required under each of the required insurance policies. All policies should respond as primary. Each policy shall include Contractual Liability

2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Professional and/or subcontractor providing such insurance.

3. Worker's Compensation Insurance: The Professional shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees furnished to the City pursuant to this contract. In case any work is sublet, the Professional shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Professional. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than $100,000 Each Accident, $100,000 Each Disease/Employee and $100,000 Each Disease/Maximum.

4. Commercial General Liability: The Professional shall, during the life of this Contract take out and maintain broad form Commercial General Liability including premises and operations; products and completed operations; personal and advertising injury; and fire damage for limits of not less than $500,000.00 per occurrence and $1,000,000.00 aggregate. There shall be no exclusion for Fellow Employees, Cross Liability or Insured vs. Insured. This insurance shall also insure the City to the same limits.

5. Business Automobile: The Professional shall during the life of this Contract take out and maintain Business Automobile Liability form with a combined Single Limit of not less than $500,000.00 including Owned, Hired, and Non-Owned. This insurance shall also insure the City to the same limits.

6. Certificates of Insurance: the Professional upon notice of award will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

(1) The name of the insured Professional, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
(2) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
(3) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

QUESTIONNAIRE OF BIDDERS INFORMATION

FILLABLE FORM AVAILABLE

PART A - QUALIFICATIONS QUESTIONNAIRE

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide catering services as stated below: **(Bidders may attach additional sheets, if necessary).**

1. Bidder is licensed in the State of Florida to provide services as described herein Yes ☒ No ☐ Is supporting documentation included? Yes ☒ No ☐

2. Caterer shall provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed.

   Full Time Supervisor assigned to this project:

   Name: Brett Carper Title Regional Supervisor

   Day Telephone Number _____/Cellular/Pager Number 561-232-9360

   Fax: _____ Email: brett.carper@toojays.com Co. Website: www.toojays.com

   6 Number of Years with Firm 25 Years of Technical Experience

   17 Number of Years of Management Experience in overseeing staff

PART B – OTHER REQUESTED INFORMATION

1. Number of year's organization has been in business: 33

2. Identify any training provided to your employees, i.e. safe food handling, etc: Hourly employees- Food Handler Certified / Management- Serv Safe Certified

3. Please provide details or method of confirmation for meals served: Email, Phone and/or Fax is needed

4. The successful contractor must provide emergency contact phone numbers that will allow twenty-four (24) hour seven (7) day a week contact. Provide a list of contact person(s) name, telephone, fax and a email address (if applicable) for order placement, coordination of services, customer satisfaction, and days of operation and office hours; Monday to Friday and holidays and weekends: Marnielle Manderville- Director of Catering 561-215-7215 marnielle.manderville@toojays.com / Neal Chianese- Chief Operations Officer 561-252-5410 nealc@toojays.com / Brett Carper- Regional Supervisor 561-232-9360 brett.carper@toojays.com

5. Contractor to provide details of uniform and identification worn by employees: TooJay's Logo Shirt, TooJay's Logo Hat if applicable, Black or Tan pants and Slip resistant Shoes.

6. Approximately how many miles is your location from the City of Stuart? 3.3 miles TooJay's Stuart location, Vero Beach TooJay's 32.7 miles, Jupiter TooJay's 29.9, Palm Beach Garden TooJay's 28.7 miles, TooJay's Commisary and Bakery 40.3 miles. * Based on impact the above locations are available to

provide services. Stuart would be the first point of service unless unavailable due to conditions. Other locations are available based on storm impact.

7. Identify generator system you have in place, model and KW: Kohler Model : 60REOZJD KW 62

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 Reference

Company/Entity Name:City of Boca Raton
Address201 West Palmetti Park Rd.
City Boca Raton StateFl Zip Code33432
Contact Name: Fernando Villaobos Title:Purchasing Department
Phone No:(561) 393-7875 Fax:(561) 393-7983 Email:FVillalobos@ci.boca-raton.fl.us
Date of Service: yearly contract- 3 years Location Boca Raton
Amount of Meals/Service
Governmental or Private Governmental Dollar Value of Contract $

#2 References

Company/Entity Name:John Deere National Training Program
AddressOne John Deere Place
City Moline StateIL Zip Code61265
Contact Name: Brett Bartels Title:Operations
Phone No:(309) 765-8000 Fax:( ) - Email:
Date of Service: 2010- current Location Orlando, FL
Amount of Meals/Service 10,000+
Governmental or Private Private Dollar Value of Contract $411,000.00

#3 References

Company/Entity Name:Viking Yacht
Address: PO Box 308
City New Greta StateNJ Zip Code08224
Contact Name: Mary Foust Title:Marketing
Phone No:(561) 296-6000 Fax:( ) - Email:
Date of Service: 2010- current Location West Palm Beach
Amount of Meals/Service Catering for 1600 anually
Governmental or Private Private Dollar Value of Contract $

Company Name TooJay's Deli and Restaurant

REQUEST FOR QUOTATION

BID FORM

RFQts Date:	RFQts No:	Reply By: July 23, 2014 by 4:00 PM	Dept./Div.	Contact: Lenora Darden
7/22/14	2014-001	**(Late Submittals May be Rejected)**	Community Services	Ldarden@ci.stuart.fl.us

Purpose: The City of Stuart, Florida is requesting quotations from a Caterer to furnish meals for emergency and disaster events, including all labor, materials and services, for employees and their families at the City's Employee Shelter in accordance with the Scope of Work. Please quote on this form your best price, terms and delivery on the items specified herein based on the terms and conditions specified below. Pricing must be inclusive of all costs as described herein.

QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL PRICE
	GROUP A			
50	Breakfast as described herein	EA	$18.99	$949.50
50	Lunch meals as described herein	EA	$15.99	$799.50
50	Dinner as described herein	EA	$22.99	$1149.50
50	Snack as described herein	EA	$11.99	$599.50
			GROUP A - GRAND TOTAL	$3498.00
	GROUP B			
100	Breakfast as described herein	EA	$18.99	$1899.00
100	Lunch as described herein	EA	$15.99	$1599.00
100	Dinner as described herein	EA	$22.99	$2299.00
100	Snack as described herein	EA	$11.99	$1199.00
			GROUP B - GRAND TOTAL	$6996.00
	GROUP C			
150	Breakfast as described herein	EA	$18.99	$2848.50
150	Lunch as described herein	EA	$15.99	$2398.50
150	Dinner as described herein	EA	$22.99	$3448.50
150	Snack as described herein	EA	$11.99	$1798.50
			GROUP C - GRAND TOTAL	$10,494.00
			OVERALL TOTAL FOR GROUPS A - C	$20988.00

NOTE: 20 % ALLOCATION FOR MEAL PREPARATION AND SERVICE ON SITE

Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☒ No ☐
If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions herein? Yes ☒ No ☐
Quotes may be faxed, e-mailed or mailed as specified above

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM #_____ THROUGH ADDENDUM #_____

Federal ID #46-3711455

Company Name: TJ Acquisition LLC / TooJay's Management LLC Date: 7/22/2014

Name & Title of individual submitting Bid: Marnielle Manderville- Director of Catering

Email address: Marnielle.manderville@toojays.com Ph: 561-215-7215

AUTHORIZED SIGNATURE:

All meals will be served hot in chaffing racks with sterno, unless directed to be delivered separately in aluminum pans. All menus include paper plates, plastic wear, napkins, cups for the beverages and ice (if available).3 compartment "take out containers" provided with each order

Breakfast Buffet – Interchangable options available 18.99

Option 1:

Scrambled Eggs
Bacon and or Sausage
Fresh Fruit or Fruit Cup
Muffin and or Danish
Assorted Individual Boxed Cereal with Milk
Individual Juices
Coffee Service

Option 2:

Scrambled Egg with Cheese, Bacon or Sausage on a Kaiser Roll, Bagel or Tortilla Wrap
Fresh Fruit or Fruit Cup
Muffin and or Danish
Assorted Individual Boxed Cereal with Milk
Individual Juices
Coffee Service

Option 3:

French Toast
Bacon and or Sausage
Fresh Fruit or Fruit Cup
Assorted Individual Boxed Cereal with Milk
Individual Juices
Coffee Service

Hot Buffet Options - Dinner meals are interchangeable $22.99

All meals will be served hot in chaffing racks with sterno, unless directed to be delivered separately in aluminum pans. All menus include paper plates, plastic wear, napkins, cups for the beverages and ice (if available).Individual Canned Pepsi Products 3 compartment "take out containers" provided with each order.

Tossed Salad Served if Available

Option 1

Chicken topped with Marsala sauce and fresh mushrooms
Roasted Red Skinned Potatoes
Fresh Vegetable (green beans, broccoli, asparagus, carrots Etc.)
Bread with Butter

Option 2

Garlic Chicken Pasta (chicken breast, broccoli, red peppers & pasta)
Garlic Bread

Option 3

Meatloaf
Mashed Potatoes and Gravy
Fresh Vegetable (green beans, broccoli, asparagus, carrots Etc.)
Bread with Butter

Option 4

Roasted Turkey Breast
Mashed Potatoes with Gravy
Cornbread Stuffing
Fresh Vegetable (green beans, broccoli, asparagus, carrots Etc.)

Option 5

Stuffed Chicken Breast
Roasted Red Skinned Potatoes
Fresh Vegetable (green beans, broccoli, asparagus, carrots Etc.)
Bread with Butter

Option 6

Meat Lasagna
Fresh Vegetable (green beans, broccoli, asparagus, carrots Etc.)
Garlic Bread

Box Lunch $15.99

Sample menus include items packaged in a box or plastic container with a lid and with pre-packaged fork, knife, & napkin.

Deli Sandwich or Wrap
Turkey, Ham or Roast Beef with Cheese
Tuna, Egg Salad and Chicken Salad
Lettuce and Tomato if Available
Fresh Fruit Salad or Fruit Cup
Pickle Spear
Baked Cookie or Brownie
Canned Soda- Pepsi Products

Evening Snack $11.99

Individual Bags of Assorted Chips and Pretzels
Bagged Trail mix
Individual Wrapped Cookie or Brownie
Assorted Granola Bars
Bottled Water
Canned Soda – Pepsi Product
Coffee and Hot Tea
Individual Juice
** All Items purchased will be national recognized brands.

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
TJ Acquisition, LLC

Business name/disregarded entity name, if different from above
TouJay's Management LLC

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
3054 Georgia Avenue

Requester's name and address (optional)

City, state, and ZIP code
West Palm Beach, FL 33405

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

Employer identification number
46-3711455

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 5/8/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

DIVISION OF HOTELS AND RESTAURANTS
1940 NORTH MONROE STREET
NORTHWOOD CENTRE
TALLAHASSEE FL 32399-1015

850-487-1395

TOOJAYS MANAGEMENT LLC
TOOJAYS ORIGINAL GOURMET DELI
3654 GEORGIA AVE
WEST PALM BEACH FL 33405

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SEA5300940 ISSUED: 12/03/2013

SEATING FOOD SERVICE (2010)
TOOJAYS STUART LLC
TOOJAYS ORIGINAL GOURMET DELI

IS LICENSED under the provisions of Ch.509 FS.
Expiration date : DEC 1, 2014 L1312030000404

The Department of State is leading the commemoration of Florida's 500th anniversary in 2013. For more information, please go to www.VivaFlorida.org.

VIVA FLORIDA 500.

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
DIVISION OF HOTELS AND RESTAURANTS

LICENSE NUMBER	
SEA5300940	NBR. OF SEATS: 133

The SEATING FOOD SERVICE (2010)
Named below IS LICENSED
Under the provisions of Chapter 509 FS.
Expiration date: DEC 1, 2014

NON-TRANSFERABLE

TOOJAYS STUART LLC
TOOJAYS ORIGINAL GOURMET DELI
2504 SE FEDERAL HWY
STUART FL 34994-4533

VIVA FLORIDA 500.

ISSUED: 12/03/2013 SEQ # L1312030000404
DISPLAY AS REQUIRED BY LAW

CITY OF STUART
LOCAL BUSINESS TAX RECEIPT
2013-2014

RECEIPT NO.	ACCOUNT NO.	CATEGORY NO.
1289	13687	070040

TAX YEAR BEGINS OCTOBER 1 AND ENDS SEPTEMBER 30.
PAYMENT OCTOBER 1 CONSTITUTES VIOLATION
OF CITY CODE OF ORDINANCES

BUSINESS TYPE	RESTAURANT
OWNER AND LOCATION	TOOJAY'S STUART, INC 2504 SE FEDERAL HWY
ST/CTY LICENSE	
DESCRIPT	RESTAURANT

This local business tax receipt does not permit the holder to operate in violation of any City law, ordinance, or regulation. Any changes in location or ownership must be approved by the City License Section, subject to zoning restrictions. This receipt does not constitute an endorsement, approval, or disapproval of the holder's skill or competence or of the compliance or non-compliance of the holder with other laws, regulations, or standards.

Local Business Taxing Questions 772-288-5319

FEE	PENALTY	TRANSFER	MISCELLANEOUS	PAID
102.55	0.00	0.00	0.00	102.5

BUSINESS NAME AND MAILING ADDRESS	TOOJAY'S GOURMET DELI & BAKERY TOOJAY'S STUART, INC 3654 GEORGIA AVENUE WEST PALM BEACH FL 33405

DATE
09/26/2013

CHERYL WHITE
CITY CLERK

KEEP THIS RECEIPT - NO TRANSFER WITHOUT ORIGINAL RECEIPT

THIS IS NOT AN INVOICE

THIS IS YOUR LOCAL BUSINESS TAX RECEIP

2013-2014 MARTIN COUNTY ORIGINAL

BUSINESS TAX RECEIPT

HONORABLE RUTH PIETRUSZEWSKI CFC, TAX COLLECTOR
3485 S.E. WILLOUGHBY BLVD., STUART, FL 34994
(772) 288-5604

ACCOUNT 1991-291-0034 CERT
PHONE (772)287-6514 SIC NO 722110
LOCATION:

2502 SE FEDERAL HWY MAR

CHARACTER COUNTS IN MARTIN COUNTY

PREV YR.	$ .00	LIC. FEE	$ 26.25
	$ .00	PENALTY	$ .00
	$ .00	COL. FEE	$ .00
	$ .00	TRANSFER	$ .00
	TOTAL 26.25		

IS HEREBY LICENSED TO ENGAGE IN THE BUSINESS, PROFESSION OR OCCUPATION

OF RESTAURANT-133 SEATS

AT LOCATION LISTED FOR THE PERIOD BEGINNING ON THE

12 DAY OF SEPTEMBER 20 13

AND ENDING SEPTEMBER 30. 2014

TOOJAY'S MANAGEMENT CORP
TOOJAY'S STUART, INC
KORENBAUM, WILLIAM D.
3654 GEORGIA AVENUE
WEST PALM BEACH, FL 33405

91 2012 04241.0001 26.25 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS SUBJECT TO A $250 FINE. IF NOT PAID BY OCT. 1, A DELINQUENT PENALTY OF 10% FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE –A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.

Model: 60REOZJD

KOHLER. Power Systems

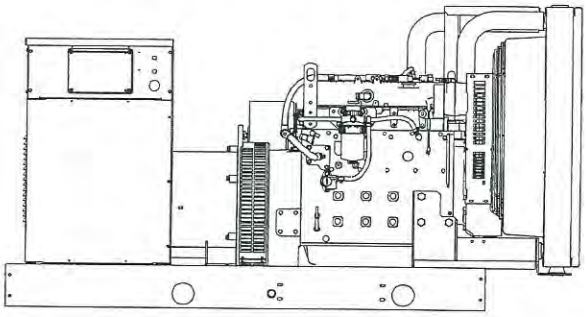
208-600 V **Diesel**

ISO 9001 KOHLER POWER SYSTEMS NATIONALLY REGISTERED

Tier 3 EPA-Certified for Stationary Emergency Applications

Ratings Range

		60 Hz
Standby:	**kW**	44-62
	kVA	44-78
Prime:	**kW**	41-56
	kVA	41-70



Generator Set Ratings

				130°C Rise Standby Rating		105°C Rise Prime Rating	
Alternator	**Voltage**	**Ph**	**Hz**	**kW/kVA**	**Amps**	**kW/kVA**	**Amps**
4P7BX	120/208	3	60	54/68	187	49/61	170
	127/220	3	60	57/71	187	52/65	171
	120/240	3	60	54/68	162	49/61	147
	120/240	1	60	44/44	183	41/41	171
	139/240	3	60	60/75	180	54/68	162
	220/380	3	60	49/61	93	45/56	85
	277/480	3	60	60/75	90	54/68	81
	347/600	3	60	57/71	69	52/65	63
4P8X	120/208	3	60	60/75	208	55/69	191
	127/220	3	60	60/75	197	55/69	180
	120/240	3	60	60/75	180	55/69	165
	120/240	1	60	54/54	225	52/52	217
	139/240	3	60	60/75	180	56/70	168
	220/380	3	60	60/75	114	55/69	104
	277/480	3	60	60/75	90	55/69	83
	347/600	3	60	60/75	72	55/69	66
4P10X	120/208	3	60	62/78	215	56/70	194
	127/220	3	60	62/78	203	56/70	184
	120/240	3	60	62/78	186	56/70	168
	120/240	1	60	60/60	250	53/53	221
	139/240	3	60	62/78	186	56/70	168
	220/380	3	60	62/78	118	56/70	106
	277/480	3	60	62/78	93	56/70	84
	347/600	3	60	62/78	75	56/70	67
4Q10X	120/240	1	60	60/60	250	53/53	221

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. *Standby Ratings:* The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. *Prime Power Ratings:* At varying load, the number of generator set operating hours is unlimited. A 10% overload capacity is available for one hour in twelve. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. For limited running time and continuous ratings, consult the factory. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Standard Features

- Kohler Co. provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a UL 2200 listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all systems and components. Two- and five-year extended warranties are also available.
- Alternator features:
  - The unique Fast-Response™ X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
  - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
  - Kohler designed controllers for guaranteed system integration and remote communication. See Controllers on page 3.
  - The low coolant level shutdown prevents overheating (standard on radiator models only).
  - Integral vibration isolation eliminates the need for under-unit vibration spring isolators.

EXHIBIT B

"ORIGINAL REQUEST FOR QUOTE AS ISSUED BY CITY"

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5308 Fax: (772) 600-0134

Dept of Financial Services
Procurement Division

REQUEST FOR QUOTE NO. 2014-001

EMPLOYEE SHELTER FOOD SERVICES

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Stuart Procurement Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Request for Quote (RFQTS).

A INSTRUCTION TO BIDERS AND BID SIGNATURE SECTION

A1. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

A2. Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

A3. The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

A4. Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

A5. It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **4:00 p.m.**, **on July 23, 2014** by hand delivery, facsimile at 772 600-0134 or by e-mail to ldarden@ci.stuart.fl.us. Any received after this date and time may not be accepted or considered.

A6. The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

A7. Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Buyer, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.

A8. Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions during or after bids are opened. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

A9. If not bidding any or all items, please so state.

A10. Unit prices will govern in the event both unit and total prices are requested in the solicitation and the unit price carried forward does not mathematically result in the total price for that item.

A11. It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Division is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5308, Fax (772) 600-0134, and email ldarden@ci.stuart.fl.us.**

A12. **Failure to comply with these instructions may result in disqualification of your bid.**

B. GENERAL PROVISIONS

B1. **Payment/Invoicing**: No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.

B2. **Purchasing Card Program:**

A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

B3. **Fund Availability**: Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

B4. **Permits/Licenses/Fees: Any permits, licenses or fees required will be the responsibility of the successful bidder,** no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder.

B5. **Taxes**: The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.

B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material as specified in Section C-Special Provisions.

B7. **Independent Pricing**: By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement prices in this quote have been arrived at independently.

B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or it's using Department.

B9. **Changes**: the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule.

B11. **Conflict of Interest**: All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart.

B12. **Termination:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least seven (7) days prior to the effective date of the termination.

B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the quote. A purchase order or other award document will be issued by the city when appropriate to do so.

B17 **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control of the parties.

B18. **Quote as Public Domain:** The quote will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted" per FSS 119.**

B19. **Equal Opportunity:** The City of Stuart encourages participation by minority and women owned business enterprises.

B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract or subcontract any work with the City.

B21. **Insurance:** Awarded bidder shall, during the entire period of performance of any contract resulting from this solicitation, submit proof of insurance. Coverages and amounts are subject to City approval.

B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered.

B23. **Safety Standards:** All caterers shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.

C. <u>SPECIAL PROVISIONS</u>

C1**.** **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the items specified. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the RFQTS being considered non-responsive.

A. Bidder must provide proof of catering license by the Florida Department of Business Profession Regulations, and shall submit a minimum of one (1) "Food Safety Inspection Report" or any report written by the Department of Business and Professional Regulation for food service establishment operated by the Bidder within the last year as part of the submittal.

B. Bidder shall provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work. This assigned Supervisor will be responsible for overseeing all work performed.

C. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.

D. Completion and submission of Questionnaire of Bidders Information attached herein.

C2. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to the nature and extent of the work required. Arrangements for bidder's inspection of facility may be secured from the Community Services Division at (772) 288-5340.

C3. **F.O.B. Point:** All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase.

C4. **Distribution:** All meals must be ready for consumption at least one (1) hour prior to serving. Meal servicing shall be as follows:

- Breakfast from 6:00 AM - 8:00 AM
- Lunch from 11:00 AM - 2:00 PM
- Dinner from 5:00 PM - 8:00 PM
- Evening Snacks from 8:00 PM - 9:00 PM. Snacks can be provided to the City Project Manager or designee for distribution.

C5. **Payment:** Billing will be accepted only for items received and verified by the Daily Tracking Log. The successful caterer shall submit an invoice to the City Representative weekly for processing for payment. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal. Payment for service will be made after order is completed and invoice is accepted by the City. Invoice must reflect purchase order number. Interim payment of approved invoice may be made using a City Purchasing Card.

C6. **Contract Terms:** At all times during the term of the contract, the successful Bidder shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the Procurement Manager. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both

parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

C. **Additional Services for Emergency:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Caterer agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. 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/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Caterer.

C7. **Guarantee:** The bidder shall guarantee workmanship for the duration of the contract period. All purchased items shall include a satisfaction guarantee, which will be designated in the submitted bid. Caterer shall ensure successful performance of the work for the service intended and assure all meals are in accordance with the Food Standards Agency (FSA) and generally acceptable catering standards. If any meal is not sufficient, it will be the Caterer's responsibility to correct and replace at no cost to the City of Stuart or deduct cost from invoice.

C8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. Community Service Department may order requirement(s); as specified in the specifications, on an "as needed" basis. All terms, conditions and prices of this quote are applicable. Only awarded bid items may be purchased on the blanket purchase order. Vendor is to take all necessary steps to insure this requirement. Invoices must reference purchase order number.

Time will be of the essence for any orders placed as a result of this RFQts. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule as specified or as otherwise accepted by the City. Quantity to be determined by the City at the time of order placement, and will depend upon the City's need at the time of request.

C9. **Quantities:** The quantities specified are an estimation based on the unit price of 100 meals per type per day (breakfast, lunch, dinner, and snack). The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements in accordance with the prices quoted.

C10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

D. AWARD OR REJECTION OF BIDS

D1. **Award of Contract:** The City of Stuart intends to award to a Primary and Secondary bidder most responsive and responsible to the solicitation with the lowest bid. The Purchase Order will serve as the contract.

D2. **Method of Award:** The City reserves the right to award group by group or on an all or none basis to a Primary and Secondary bidder. The lowest responsive, responsible bidder for the entire bid shall be determined as the Primary Vendor. The second lowest responsive responsible bidder for the entire bid shall be determined as the secondary. The City reserves the right to pick and choose any combination or order of project award.

Award of the primary and secondary bidder will also be determined in order of responsiveness, delivery, stocking capability, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City.

After the bid has been awarded, the Primary bidder will be used in every instance of ordering as long as their firm is capable of delivering the product/material in question within the time specified. If the Primary bidder is not able to deliver the product in question within the specified time, the City reserves the right to contact the secondary awardee. Bidders are required to bid all items requested. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non-responsive and rejected.

D4. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.

D5. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:

- The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
- The reputation, judgment and experience of the bidder.
- The quality of performance of previous contracts or services including previous performance with the City.
- Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- Financial resources of the bidder to perform the contract or provide the service.
- Ability to provide future maintenance and service for the use of the subject of the contract.
- Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

E. SCOPE OF SERVICE

E1. **Work Objective:** The City of Stuart is requesting quotations from qualified Caterers to provide catering services for emergency operations, including but not limited to; furnishing two (2) hot (one breakfast and one dinner) and one (1) cold sandwich (lunch) meal to employees and their families at the City's Employee Shelter.

A. Caterer to furnish, prepare, deliver, and serve meals to employees and their families at the City's Employee Shelter located at the 10th Street Community Center, before, during, and after an emergency and/or disaster event. Meals shall be available to a limited number of staff with a four (4) hour notice at the Employee Shelter, and at designated times twenty-four (24) hours per day, seven (7) days a week until the City declares otherwise in writing. Special arrangements may be required during curfew times. Meals may be prepared at Caterer's location or onsite at the Community Center as follows:

1. In the event that a major storm is predicted and is so severe that a caterer would not be able to drive to the City's facility, the City would like to have meals prepared at the Community Center. The Center has a kitchen with refrigerators, freezers, and ovens with stove tops available for the preparation of meals on site. The Caterer shall be available within a twenty-four (24) hour notice to cook meals at the Employee Shelter site. The vendor shall be prepared to provide meals from vendor stock. An allocation of twenty percent (**20 %)** shall be provided to caterer for meal preparation at facility. This facility does have generator power.
2. Caterer shall provide "To Go" containers for pick up by City staff to feed additional off site employees when necessary. These off-site locations will not require the Caterer to deliver or serve the food.

B. The City requires a firm that can offer a level of commitment to servicing the City's account during an emergency event. The City requests that the City be the sole account that emergency catering services are being provided or can substantiate that firm has adequate staff, management and supplies to handle another multiple emergency response accounts. Failure to substantiate the above will result in the City not accepting your submittal response. Only firms that can demonstrate their capability to provide catering services for a minimum of 100 people on short notice, able to maintain services during an emergency event and that have generator(s) in place to power their kitchen facility will be considered.

C. Beverages shall be provided in cans or recyclable plastic bottles. Beverages are to be nationally recognized brands, for example manufactured by Pepsi cola, Coca-Cola, Welch's, Ocean Spray and Gatorade. Caterers should provide a list of proposed product selections with their submittal.

D. Snacks offerings shall provide a variety of pre-packaged products. They should be nationally recognized brands, for example manufactured by Frito-Lay, Lance, Nestles, Hershey, Lance & Mars; regular, sugar-free and sugar-substitute products. Offerings can consist of candy, nuts, chips, crackers cookies, etc. Caterers should provide a list of proposed products selection with their submittal.

E. All cups, plates, napkins, utensils, salt, pepper, sugar, creamers, condiments and all other necessary side items must be provided by the vendor.

F. Any expired dated product and any product showing visibly damaged packaging or container, shall be immediately removed. The City shall not be liable for the cost of any surplus, waste, or expired snack and/or beverage provided under this contract.

G. Should a storm's projected path abruptly change course, the City will notify Caterer to cancel their services no later than twelve (12) hours from anticipated arrival of the storm at no cost to the City. Bidder to include your cancellation policy with your submittal.

H. The City Project Manager or designee will provide the awarded vendor with an estimated number of meals needed initially and for each day, as necessary.

E2. **Meals:**

A. Breakfast: Breakfast meals shall contain a main course (e.g. eggs, French toast, pancakes, omelets, and cereal), choice of 2 meats, fresh fruit or a fruit cup, pastries, juice and coffee.

B. Lunch: Lunch meals shall contain a sandwich (white, Italian or whole wheat bread), chips, desert (e.g. cookie, cake, brownie) and a beverage. Fresh fruit or a fruit cup may be substituted for chips. Sandwich shall be quality cold cut meats and cheeses or salad type (tuna, egg, chicken). Lettuce, tomato, onion, and pickles should be available when possible. There shall be a variety of sandwich types available daily.

C. Dinner: Dinner meals shall contain a choice of two (2) main courses (e.g. lasagna, roast beef, turkey, chicken, meatloaf, etc.) and a choice of two (2) vegetables, a side dish (e.g. potatoes, rice, pasta), dinner roll (bread), desert (e.g. cookie, cake, brownie), and a beverage (soda, water, coffee, juice, tea). Salad will also be offered, as available.

D. Evening Snack: Evening snack shall contain a choice of four (4) snack items individually wrapped (e.g. chips, pretzels, crackers, and snack cakes/cookies) and a drink (soda, water, coffee, juice, tea).

E3. **Hurricane Projections:**

A. HURRICANE ALERT

City makes contact with Caterer and provides update of City's intentions

B. HURRICANE WATCH – 48 hours

Caterer is contacted to verify that the City has been put under a Hurricane Watch and Hurricane force winds are expected with 48 hours. The City will contact the caterer to place them on stand-by at 36 hours.

C. HURRICANE WARNING - 36 hours

Caterer is contacted with request to be on stand-by for providing meal services for a designated amount of employees per day if additional days are needed. Menu items and number of meals per day is determined. Phone contact/project personnel information is reviewed and updated. Plan is identified how contact will be made after the storm if phone service is not available.

D. HURRICANE WARNING - 24 hours

Caterer is contacted with any updated information

City will make determination if meals need to be ordered for evening meal for staff staying during the night at the Employee Shelter. Head count can range from 25 – 150.

E. HURRICANE WARNING 10 – 24 hours

Contact caterer with any updated information and determination of meal to be served after the storm has cleared. If storm has been determined not to be a threat to the area, catering requirements will be cancelled.

6. HURRICANE RECOVERY - After Storm – all clear given

Contact caterer (if phones are accessible) and meal time(s) are verified.

If meal services are required for a period of time, each morning as designated above, the number of meals required for that day (lunch, dinner and next day's breakfast) will be communicated to the Caterer. City radio may be available if phone / cell lines are inoperable. Number of to go meals will also be identified.

E4. **Description of Applicable Standards:** All meals shall be prepared under national, state and local health safety and sanitary conditions. The Caterer shall be in compliance with Federal, State and Local guidelines governing health and food service sanitation, for example, Occupational Environmental Safety and Health; and Food Service Agency.

E5. **Caterer's Responsibilities:**

- Boxed meals shall be prepared no more than six (6) hours prior to supplying to the City.
- The Caterer shall be capable of mobilizing their staff to the designated servicing site.
- All food and food products shall be stored at the recommended temperature.
- The Caterer's location for preparing food shall be self-sufficient with backup generator. Caterer shall be responsible for providing their own fuel source to run their generators.
- The Caterer shall provide containers (single serve containers, catering pan with lids and utensils for all meals, cups, condiments, plates and napkins).
- Caterer shall use restaurant grade chafing dishes with sterno for serving hot food. Once, owner cooking utensils and accessories are washed appropriately, chafing dishes may be left on site each day.
- All refuse and waste material created by the Caterer's operation shall be promptly disposed of after each meal. Caterer is requested to provide their plan with their proposal for handling gray water, cooking oils and other by-products if a mobile food kitchen is being brought to the site.
- The Caterer shall not serve leftovers from the previous day.
- Caterer shall provide an adequate number of employees to operate the serving line. Caterer will provide their staff to serve and replenish food supply as needed. All employees shall be courteous and follow safe food handling requirements.
- Caterer shall be responsible for the cleanliness of the concession service area(s). Caterer shall keep all work areas in a clean, sanitary, and orderly conditions at all times. The City will provide employees to assist with clean-up of the room used to serve the food. However, it is the Caterer's responsibility to ensure all owner cooking utensils and accessories are washed appropriately.
- Bulk TO GO meals for offsite City locations will be prepared in disposable catering pans for quantity of persons specified and will be distributed from a designated area for City staff to pick up.
- Individual TO GO meals, box lunch type will be prepared in Styrofoam, plastic, or box containers.
- Caterer shall provide a daily supply of containers with partitions to the City, as City staff will prepare individual to go meals from the serving line for those employees that need to take their meal with them.

- Caterer shall appoint a Supervisor that will be onsite during each meal service period. This lead person shall speak fluent English and have the ability to make decisions and corrective actions on their own, as phone communication may be limited. Caterers staff must wear appropriate clothing
- Caterer shall be solely and completely responsible for conditions of the job site, including safety of Caterers employees and property during performance of the work.
- Caterer shall conduct operations to offer professional first-class businesslike manner at all times and provide optimum customer service to staff. Caterer shall supply sufficient attendants to provide outstanding service. Caterer shall conduct operations in an orderly manner, without unnecessary disruption to City staff.
- Caterer shall ensure all employees are clean, neat and appropriately dressed, including proper footwear at all times during the performance of the services. All of the employees shall wear a form of identification indicating the company represented. The City will not be responsible for any costs for uniforms or identification for Caterer's staff.
- Caterer shall, at all times, guard against damage or loss to the property of the City and shall be held responsible for replacing or repairing any such loss or damage.

E6. **City's Responsibility:**

- Provide a secure site for set up and operation, including set up of the room.
- Provide a dumpster at the site.
- Provide electrical power at the site if the normal power is not operational.
- Storage area for soda, water and paper goods (City will not be responsibility for security of the items stored)
- Provide an estimated count for all meals to be provided at the site each day at 9:00 a.m. Count to include meals for take-out and type of meal, lunch, dinner, breakfast is for following day.
- Provide a written twenty-four (24) hour notice to caterer to shut down operations.
- The City may provide City staff to assist in the serving line.
- The City will monitor and perform a count of the amount of staff actually fed each day and share the figure with the Caterer.

INSURANCE REQUIREMENTS

The following insurance provisions are hereby established for professionals who will provide services to the City.

1. The successful proposer shall not commence any work in connection with the contract for services until the professional has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All carriers shall carry an AM Best Rating of at least A:VII. A Waiver of Subrogation is required under each of the required insurance policies. All policies should respond as primary. Each policy shall include Contractual Liability

2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Professional and/or subcontractor providing such insurance.

3. Worker's Compensation Insurance: The Professional shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees furnished to the City pursuant to this contract. In case any work is sublet, the Professional shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Professional. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than $100,000 Each Accident, $100,000 Each Disease/Employee and $100,000 Each Disease/Maximum.

4. Commercial General Liability: The Professional shall, during the life of this Contract take out and maintain broad form Commercial General Liability including premises and operations; products and completed operations; personal and advertising injury; and fire damage for limits of not less than $500,000.00 per occurrence and $1,000,000.00 aggregate. There shall be no exclusion for Fellow Employees, Cross Liability or Insured vs. Insured. This insurance shall also insure the City to the same limits.

5. Business Automobile: The Professional shall during the life of this Contract take out and maintain Business Automobile Liability form with a combined Single Limit of not less than $500,000.00 including Owned, Hired, and Non-Owned. This insurance shall also insure the City to the same limits.

6. Certificates of Insurance: the Professional upon notice of award will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

(1) The name of the insured Professional, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
(2) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
(3) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

QUESTIONNAIRE OF BIDDERS INFORMATION

FILLABLE FORM AVAILABLE

PART A - QUALIFICATIONS QUESTIONNAIRE

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide catering services as stated below: **(Bidders may attach additional sheets, if necessary).**

1. Bidder is licensed in the State of Florida to provide services as described herein Yes ☐ No ☐ Is supporting documentation included? Yes ☐ No ☐

2. Caterer shall provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed.

   Full Time Supervisor assigned to this project:

   Name:_____ Title _____

   Day Telephone Number _____/Cellular/Pager Number_____

   Fax:_____ Email:_____ Co. Website:_____

   _____Number of Years with Firm _____Years of Technical Experience

   _____Number of Years of Management Experience in overseeing staff

PART B – OTHER REQUESTED INFORMATION

1. Number of year's organization has been in business: _____

2. Identify any training provided to your employees, i.e. safe food handling, etc: _____

3. Please provide details or method of confirmation for meals served: _____

4. The successful contractor must provide emergency contact phone numbers that will allow twenty-four (24) hour seven (7) day a week contact. Provide a list of contact person(s) name, telephone, fax and a email address (if applicable) for order placement, coordination of services, customer satisfaction, and days of operation and office hours; Monday to Friday and holidays and weekends: _____

5. Contractor to provide details of uniform and identification worn by employees: _____

6. Approximately how many miles is your location from the City of Stuart? _____

7. Identify generator system you have in place, model and KW: _____

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 Reference

Company/Entity Name:
Address
City State Zip Code
Contact Name: Title:_____
Phone No:(_____) - Fax:(_____) - Email: _____
Date of Service:_____ Location _____
Amount of Meals/Service _____
Governmental or Private Dollar Value of Contract $_____

#2 References

Company/Entity Name:
Address
City State Zip Code
Contact Name: Title:
Phone No:( ) - Fax:( ) - Email:
Date of Service: Location
Amount of Meals/Service
Governmental or Private Dollar Value of Contract $

#3 References

Company/Entity Name:
Address
City State Zip Code
Contact Name: Title:
Phone No:( ) - Fax:( ) - Email:
Date of Service: Location
Amount of Meals/Service
Governmental or Private Dollar Value of Contract $

Company Name _____

REQUEST FOR QUOTATION

BID FORM

RFQts Date: 7/17/14	RFQts No: 2014-001	Reply By: July 23, 2014 by 4:00 PM **(Late Submittals May be Rejected)**	Dept./Div. Community Services	Contact: Lenora Darden Ldarden@ci.stuart.fl.us

Purpose: The City of Stuart, Florida is requesting quotations from a Caterer to furnish meals for emergency and disaster events, including all labor, materials and services, for employees and their families at the City's Employee Shelter in accordance with the Scope of Work. Please quote on this form your best price, terms and delivery on the items specified herein based on the terms and conditions specified below. Pricing must be inclusive of all costs as described herein.

QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL PRICE
	GROUP A			
50	Breakfast as described herein	EA	$	$
50	Lunch meals as described herein	EA	$	$
50	Dinner as described herein	EA	$	$
50	Snack as described herein	EA	$	$
			GROUP A - GRAND TOTAL	$
	GROUP B			
100	Breakfast as described herein	EA	$	$
100	Lunch as described herein	EA	$	$
100	Dinner as described herein	EA	$	$
100	Snack as described herein	EA	$	$
			GROUP B - GRAND TOTAL	$
	GROUP C			
150	Breakfast as described herein	EA	$	$
150	Lunch as described herein	EA	$	$
150	Dinner as described herein	EA	$	$
150	Snack as described herein	EA	$	$
			GROUP C - GRAND TOTAL	$
			OVERALL TOTAL FOR GROUPS A - C	$_____

NOTE: 20 % ALLOCATION FOR MEAL PREPARATION AND SERVICE ON SITE

Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☐ No ☐
If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions herein? Yes ☐ No ☐
Quotes may be faxed, e-mailed or mailed as specified above

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM #_____ THROUGH ADDENDUM #_____

Federal ID #_____

Company Name: _____ Date: _____

Name & Title of individual submitting Bid: _____

Email address: _____ Ph: _____

AUTHORIZED SIGNATURE: _____

EXHIBIT C

"INSURANCE AND INDEMNIFICATION"

Client#: 24383 TOOJAYS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/04/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). If Waiver of Subrogation is applicable, it only applies to the extent allowed by law.

PRODUCER
P&C Chicago
Mesirow Insurance Services
353 N. Clark Street
Chicago, IL 60654

CONTACT NAME:
PHONE (A/C, No, Ext): 312 595-6200 FAX (A/C, No): 312 595-8169
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Insurance Compan	23043
INSURER B : Zenith Insurance Company	13269
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
TOOJAYS ACQUISITION LLC
DBA: TOOJAYS MANAGEMENT LLC
3654 GEORGIA AVENUE
WEST PALM BEACH, FL 33405

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			TB7Z91459661024	07/15/2014	07/15/2015	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$Excluded
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY PRO-JECT X LOC							$
A	AUTOMOBILE LIABILITY			AS5Z91459661034	07/15/2014	07/15/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO			Comp Ded $1,000			BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS			Coll Ded $1,000			BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			TH7641443624014	07/15/2014	07/15/2015	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Z071561304	07/15/2014	07/15/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

RE: RFQts No. 2014-001, Employee Shelter Food Services.
The City of Stuart is an additional insured under the general liability and automobile policy as required by written contract"
30 Day Cancellation notice applies

CERTIFICATE HOLDER

City of Stuart
Purchasing Division
121 SW Flagler Avenue
Stuart, FL 34994-2172

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John P. Hennessy

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City of Stuart

300 SW St. Lucie Avenue • Stuart • Florida 34994
Department of Financial Services
Purchasing Division

Lenora Darden, CPPB
Procurement Buyer
ldarden@ci.stuart.fl.us

Telephone (772) 288-5308
Fax: (772) 600-1202
www.cityofstuart.us

MEMORANDUM

To: Terry Iverson, Purchasing Manager

From: Lenora Darden, Buyer

Date: July 31, 2014

Subject: Recommendation of RFQts #2014-001: Employee Shelter Food Services

Please review the attached documentation and signify by signature below your determination of multiple awards, request for further information, or recommended rejection of all quote submittals.

Attached are copies of Chantal's Par Avion, Inc. and Too Jay's Acquisition quote submittals, tabulation, and Award recommendation by Community Services. Funds will be identified in the City's emergency activation protocol, upon the City's Manager's declaration of an emergency. In accordance with the City of Stuart Code of Ordinances, you have authority to award solicitations that are valued at less than $25,000.00, and where the vendor was selected in accordance with the City Procurement Ordinance.

The Purchasing Office sent the RFQts to six (6) suggested vendors. We are in receipt of three submittals, two (2) responsive quotes, and one (1) non-responsive quote which was received by 4:00 pm on the RFQts opening date, July 23, 2014.

Should you have any questions or if I might be of further assistance please call me at ext. 5308 or contact me by email at ldarden@ci.stuart.fl.us.

☑ Award RFQts #2014-001 Employee Shelter Food Services to the Primary, Chantal's Par Avion, Inc. of Stuart Florida, for the initial year of 2-each 1-year renewals, to the lowest responsive and responsible bidder in the amount not to exceed $13,650.00; and Secondary award to Too Jay's Acquisition of Stuart, FL

☐ Further information is required

☐ Recommend all quote submittals be rejected and the service be re-quoted.

Charles T. Iverson
Procurement Manager

7/31/14
Date

City of Stuart

121 S. W. Flagler Avenue • Stuart • Florida 34994
Telephone (772) 288-5308 Fax: (772) 600-0134

Dept of Financial Services
Procurement Division

REQUEST FOR QUOTE NO. 2014-001

EMPLOYEE SHELTER FOOD SERVICES

GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Stuart Procurement Division (hereafter referred to as "City"). The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in any document related to the Request for Quote (RFQTS).

A INSTRUCTION TO BIDERS AND BID SIGNATURE SECTION

A1. This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.

A2. Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.

A3. The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.

A4. Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.

A5. It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **4:00 p.m.**, **on July 23, 2014** by hand delivery, facsimile at 772 600-0134 or by e-mail to ldarden@ci.stuart.fl.us. Any received after this date and time may not be accepted or considered.

A6. The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.

A7. Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Buyer, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.

A8. Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions during or after bids are opened. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.

A9. If not bidding any or all items, please so state.

A10. Unit prices will govern in the event both unit and total prices are requested in the solicitation and the unit price carried forward does not mathematically result in the total price for that item.

A11. It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Division is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5308, Fax (772) 600-0134, and email ldarden@ci.stuart.fl.us.**

A12. **Failure to comply with these instructions may result in disqualification of your bid.**

B. GENERAL PROVISIONS

B1. **Payment/Invoicing**: No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.

B2. **Purchasing Card Program:**

A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).

B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.

C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

B3. **Fund Availability**: Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.

B4. **Permits/Licenses/Fees: Any permits, licenses or fees required will be the responsibility of the successful bidder,** no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder.

B5. **Taxes**: The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.

B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material as specified in Section C-Special Provisions.

B7. **Independent Pricing**: By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement prices in this quote have been arrived at independently.

B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or it's using Department.

B9. **Changes**: the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule.

B11. **Conflict of Interest**: All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart.

B12. **Termination:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least seven (7) days prior to the effective date of the termination.

B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the quote. A purchase order or other award document will be issued by the city when appropriate to do so.

B17 **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control of the parties.

B18. **Quote as Public Domain:** The quote will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted" per FSS 119.**

B19. **Equal Opportunity:** The City of Stuart encourages participation by minority and women owned business enterprises.

B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract or subcontract any work with the City.

B21. **Insurance:** Awarded bidder shall, during the entire period of performance of any contract resulting from this solicitation, submit proof of insurance. Coverages and amounts are subject to City approval.

B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered.

B23. **Safety Standards:** All caterers shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.

C. <u>SPECIAL PROVISIONS</u>

C1**.** **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the items specified. The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the RFQTS being considered non-responsive.

A. Bidder must provide proof of catering license by the Florida Department of Business Profession Regulations, and shall submit a minimum of one (1) "Food Safety Inspection Report" or any report written by the Department of Business and Professional Regulation for food service establishment operated by the Bidder within the last year as part of the submittal.

B. Bidder shall provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work. This assigned Supervisor will be responsible for overseeing all work performed.

C. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.

D. Completion and submission of Questionnaire of Bidders Information attached herein.

C2. **Inspection of Facilities:** It is the bidder's responsibility to become fully informed as to the nature and extent of the work required. Arrangements for bidder's inspection of facility may be secured from the Community Services Division at (772) 288-5340.

C3. **F.O.B. Point:** All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery point will be indicated on the purchase.

C4. **Distribution:** All meals must be ready for consumption at least one (1) hour prior to serving. Meal servicing shall be as follows:

- Breakfast from 6:00 AM - 8:00 AM
- Lunch from 11:00 AM - 2:00 PM
- Dinner from 5:00 PM - 8:00 PM
- Evening Snacks from 8:00 PM - 9:00 PM. Snacks can be provided to the City Project Manager or designee for distribution.

C5. **Payment:** Billing will be accepted only for items received and verified by the Daily Tracking Log. The successful caterer shall submit an invoice to the City Representative weekly for processing for payment. The invoice must itemize the actual meal count and reflect the firm fixed contract price per meal. Payment for service will be made after order is completed and invoice is accepted by the City. Invoice must reflect purchase order number. Interim payment of approved invoice may be made using a City Purchasing Card.

C6. **Contract Terms:** At all times during the term of the contract, the successful Bidder shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.

A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the Procurement Manager. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.

B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both

parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.

C. **Additional Services for Emergency:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Caterer agrees to provide such items, and shall provide the City prices on such additional items based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. 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/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Caterer.

C7. **Guarantee:** The bidder shall guarantee workmanship for the duration of the contract period. All purchased items shall include a satisfaction guarantee, which will be designated in the submitted bid. Caterer shall ensure successful performance of the work for the service intended and assure all meals are in accordance with the Food Standards Agency (FSA) and generally acceptable catering standards. If any meal is not sufficient, it will be the Caterer's responsibility to correct and replace at no cost to the City of Stuart or deduct cost from invoice.

C8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. Community Service Department may order requirement(s); as specified in the specifications, on an "as needed" basis. All terms, conditions and prices of this quote are applicable. Only awarded bid items may be purchased on the blanket purchase order. Vendor is to take all necessary steps to insure this requirement. Invoices must reference purchase order number.

Time will be of the essence for any orders placed as a result of this RFQts. The City reserves the right to cancel any orders, or part thereof, without obligation, if delivery is not made in accordance with the schedule as specified or as otherwise accepted by the City. Quantity to be determined by the City at the time of order placement, and will depend upon the City's need at the time of request.

C9. **Quantities:** The quantities specified are an estimation based on the unit price of 100 meals per type per day (breakfast, lunch, dinner, and snack). The City of Stuart makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements in accordance with the prices quoted.

C10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

D. AWARD OR REJECTION OF BIDS

D1. **Award of Contract:** The City of Stuart intends to award to a Primary and Secondary bidder most responsive and responsible to the solicitation with the lowest bid. The Purchase Order will serve as the contract.

D2. **Method of Award:** The City reserves the right to award group by group or on an all or none basis to a Primary and Secondary bidder. The lowest responsive, responsible bidder for the entire bid shall be determined as the Primary Vendor. The second lowest responsive responsible bidder for the entire bid shall be determined as the secondary. The City reserves the right to pick and choose any combination or order of project award.

Award of the primary and secondary bidder will also be determined in order of responsiveness, delivery, stocking capability, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City.

After the bid has been awarded, the Primary bidder will be used in every instance of ordering as long as their firm is capable of delivering the product/material in question within the time specified. If the Primary bidder is not able to deliver the product in question within the specified time, the City reserves the right to contact the secondary awardee. Bidders are required to bid all items requested. Failure to identify a monetary amount for each line item may cause bidder's bid response to be considered non-responsive and rejected.

D4. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City's sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.

D5. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:

- The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
- The reputation, judgment and experience of the bidder.
- The quality of performance of previous contracts or services including previous performance with the City.
- Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
- Financial resources of the bidder to perform the contract or provide the service.
- Ability to provide future maintenance and service for the use of the subject of the contract.
- Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

E. SCOPE OF SERVICE

E1. **Work Objective:** The City of Stuart is requesting quotations from qualified Caterers to provide catering services for emergency operations, including but not limited to; furnishing two (2) hot (one breakfast and one dinner) and one (1) cold sandwich (lunch) meal to employees and their families at the City's Employee Shelter.

A. Caterer to furnish, prepare, deliver, and serve meals to employees and their families at the City's Employee Shelter located at the 10th Street Community Center, before, during, and after an emergency and/or disaster event. Meals shall be available to a limited number of staff with a four (4) hour notice at the Employee Shelter, and at designated times twenty-four (24) hours per day, seven (7) days a week until the City declares otherwise in writing. Special arrangements may be required during curfew times. Meals may be prepared at Caterer's location or onsite at the Community Center as follows:

1. In the event that a major storm is predicted and is so severe that a caterer would not be able to drive to the City's facility, the City would like to have meals prepared at the Community Center. The Center has a kitchen with refrigerators, freezers, and ovens with stove tops available for the preparation of meals on site. The Caterer shall be available within a twenty-four (24) hour notice to cook meals at the Employee Shelter site. The vendor shall be prepared to provide meals from vendor stock. An allocation of twenty percent (**20 %)** shall be provided to caterer for meal preparation at facility. This facility does have generator power.
2. Caterer shall provide "To Go" containers for pick up by City staff to feed additional off site employees when necessary. These off-site locations will not require the Caterer to deliver or serve the food.

B. The City requires a firm that can offer a level of commitment to servicing the City's account during an emergency event. The City requests that the City be the sole account that emergency catering services are being provided or can substantiate that firm has adequate staff, management and supplies to handle another multiple emergency response accounts. Failure to substantiate the above will result in the City not accepting your submittal response. Only firms that can demonstrate their capability to provide catering services for a minimum of 100 people on short notice, able to maintain services during an emergency event and that have generator(s) in place to power their kitchen facility will be considered.

C. Beverages shall be provided in cans or recyclable plastic bottles. Beverages are to be nationally recognized brands, for example manufactured by Pepsi cola, Coca-Cola, Welch's, Ocean Spray and Gatorade. Caterers should provide a list of proposed product selections with their submittal.

D. Snacks offerings shall provide a variety of pre-packaged products. They should be nationally recognized brands, for example manufactured by Frito-Lay, Lance, Nestles, Hershey, Lance & Mars; regular, sugar-free and sugar-substitute products. Offerings can consist of candy, nuts, chips, crackers cookies, etc. Caterers should provide a list of proposed products selection with their submittal.

E. All cups, plates, napkins, utensils, salt, pepper, sugar, creamers, condiments and all other necessary side items must be provided by the vendor.

F. Any expired dated product and any product showing visibly damaged packaging or container, shall be immediately removed. The City shall not be liable for the cost of any surplus, waste, or expired snack and/or beverage provided under this contract.

G. Should a storm's projected path abruptly change course, the City will notify Caterer to cancel their services no later than twelve (12) hours from anticipated arrival of the storm at no cost to the City. Bidder to include your cancellation policy with your submittal.

H. The City Project Manager or designee will provide the awarded vendor with an estimated number of meals needed initially and for each day, as necessary.

E2. **Meals:**

A. Breakfast: Breakfast meals shall contain a main course (e.g. eggs, French toast, pancakes, omelets, and cereal), choice of 2 meats, fresh fruit or a fruit cup, pastries, juice and coffee.

B. Lunch: Lunch meals shall contain a sandwich (white, Italian or whole wheat bread), chips, desert (e.g. cookie, cake, brownie) and a beverage. Fresh fruit or a fruit cup may be substituted for chips. Sandwich shall be quality cold cut meats and cheeses or salad type (tuna, egg, chicken). Lettuce, tomato, onion, and pickles should be available when possible. There shall be a variety of sandwich types available daily.

C. Dinner: Dinner meals shall contain a choice of two (2) main courses (e.g. lasagna, roast beef, turkey, chicken, meatloaf, etc.) and a choice of two (2) vegetables, a side dish (e.g. potatoes, rice, pasta), dinner roll (bread), desert (e.g. cookie, cake, brownie), and a beverage (soda, water, coffee, juice, tea). Salad will also be offered, as available.

D. Evening Snack: Evening snack shall contain a choice of four (4) snack items individually wrapped (e.g. chips, pretzels, crackers, and snack cakes/cookies) and a drink (soda, water, coffee, juice, tea).

E3. **Hurricane Projections:**

A. HURRICANE ALERT

City makes contact with Caterer and provides update of City's intentions

B. HURRICANE WATCH – 48 hours

Caterer is contacted to verify that the City has been put under a Hurricane Watch and Hurricane force winds are expected with 48 hours. The City will contact the caterer to place them on stand-by at 36 hours.

C. HURRICANE WARNING - 36 hours

Caterer is contacted with request to be on stand-by for providing meal services for a designated amount of employees per day if additional days are needed. Menu items and number of meals per day is determined. Phone contact/project personnel information is reviewed and updated. Plan is identified how contact will be made after the storm if phone service is not available.

D. HURRICANE WARNING - 24 hours

Caterer is contacted with any updated information

City will make determination if meals need to be ordered for evening meal for staff staying during the night at the Employee Shelter. Head count can range from 25 – 150.

E. HURRICANE WARNING 10 – 24 hours

Contact caterer with any updated information and determination of meal to be served after the storm has cleared. If storm has been determined not to be a threat to the area, catering requirements will be cancelled.

6. HURRICANE RECOVERY - After Storm – all clear given

Contact caterer (if phones are accessible) and meal time(s) are verified.

If meal services are required for a period of time, each morning as designated above, the number of meals required for that day (lunch, dinner and next day's breakfast) will be communicated to the Caterer. City radio may be available if phone / cell lines are inoperable. Number of to go meals will also be identified.

E4. **Description of Applicable Standards:** All meals shall be prepared under national, state and local health safety and sanitary conditions. The Caterer shall be in compliance with Federal, State and Local guidelines governing health and food service sanitation, for example, Occupational Environmental Safety and Health; and Food Service Agency.

E5. **Caterer's Responsibilities:**

- Boxed meals shall be prepared no more than six (6) hours prior to supplying to the City.
- The Caterer shall be capable of mobilizing their staff to the designated servicing site.
- All food and food products shall be stored at the recommended temperature.
- The Caterer's location for preparing food shall be self-sufficient with backup generator. Caterer shall be responsible for providing their own fuel source to run their generators.
- The Caterer shall provide containers (single serve containers, catering pan with lids and utensils for all meals, cups, condiments, plates and napkins).
- Caterer shall use restaurant grade chafing dishes with sterno for serving hot food. Once, owner cooking utensils and accessories are washed appropriately, chafing dishes may be left on site each day.
- All refuse and waste material created by the Caterer's operation shall be promptly disposed of after each meal. Caterer is requested to provide their plan with their proposal for handling gray water, cooking oils and other by-products if a mobile food kitchen is being brought to the site.
- The Caterer shall not serve leftovers from the previous day.
- Caterer shall provide an adequate number of employees to operate the serving line. Caterer will provide their staff to serve and replenish food supply as needed. All employees shall be courteous and follow safe food handling requirements.
- Caterer shall be responsible for the cleanliness of the concession service area(s). Caterer shall keep all work areas in a clean, sanitary, and orderly conditions at all times. The City will provide employees to assist with clean-up of the room used to serve the food. However, it is the Caterer's responsibility to ensure all owner cooking utensils and accessories are washed appropriately.
- Bulk TO GO meals for offsite City locations will be prepared in disposable catering pans for quantity of persons specified and will be distributed from a designated area for City staff to pick up.
- Individual TO GO meals, box lunch type will be prepared in Styrofoam, plastic, or box containers.
- Caterer shall provide a daily supply of containers with partitions to the City, as City staff will prepare individual to go meals from the serving line for those employees that need to take their meal with them.

- Caterer shall appoint a Supervisor that will be onsite during each meal service period. This lead person shall speak fluent English and have the ability to make decisions and corrective actions on their own, as phone communication may be limited. Caterers staff must wear appropriate clothing
- Caterer shall be solely and completely responsible for conditions of the job site, including safety of Caterers employees and property during performance of the work.
- Caterer shall conduct operations to offer professional first-class businesslike manner at all times and provide optimum customer service to staff. Caterer shall supply sufficient attendants to provide outstanding service. Caterer shall conduct operations in an orderly manner, without unnecessary disruption to City staff.
- Caterer shall ensure all employees are clean, neat and appropriately dressed, including proper footwear at all times during the performance of the services. All of the employees shall wear a form of identification indicating the company represented. The City will not be responsible for any costs for uniforms or identification for Caterer's staff.
- Caterer shall, at all times, guard against damage or loss to the property of the City and shall be held responsible for replacing or repairing any such loss or damage.

E6. **City's Responsibility:**

- Provide a secure site for set up and operation, including set up of the room.
- Provide a dumpster at the site.
- Provide electrical power at the site if the normal power is not operational.
- Storage area for soda, water and paper goods (City will not be responsibility for security of the items stored)
- Provide an estimated count for all meals to be provided at the site each day at 9:00 a.m. Count to include meals for take-out and type of meal, lunch, dinner, breakfast is for following day.
- Provide a written twenty-four (24) hour notice to caterer to shut down operations.
- The City may provide City staff to assist in the serving line.
- The City will monitor and perform a count of the amount of staff actually fed each day and share the figure with the Caterer.

INSURANCE REQUIREMENTS

The following insurance provisions are hereby established for professionals who will provide services to the City.

1. The successful proposer shall not commence any work in connection with the contract for services until the professional has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful proposer allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers licensed and authorized to do business in the State of Florida. All carriers shall carry an AM Best Rating of at least A:VII. A Waiver of Subrogation is required under each of the required insurance policies. All policies should respond as primary. Each policy shall include Contractual Liability

2. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Professional and/or subcontractor providing such insurance.

3. Worker's Compensation Insurance: The Professional shall take out and maintain during the life of this Contract, Worker's Compensation Insurance for all of its employees furnished to the City pursuant to this contract. In case any work is sublet, the Professional shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Professional. Such insurance shall comply fully with the Florida Worker's Compensation Law. This coverage shall include Employer's Liability for limits of not less than $100,000 Each Accident, $100,000 Each Disease/Employee and $100,000 Each Disease/Maximum.

4. Commercial General Liability: The Professional shall, during the life of this Contract take out and maintain broad form Commercial General Liability including premises and operations; products and completed operations; personal and advertising injury; and fire damage for limits of not less than $500,000.00 per occurrence and $1,000,000.00 aggregate. There shall be no exclusion for Fellow Employees, Cross Liability or Insured vs. Insured. This insurance shall also insure the City to the same limits.

5. Business Automobile: The Professional shall during the life of this Contract take out and maintain Business Automobile Liability form with a combined Single Limit of not less than $500,000.00 including Owned, Hired, and Non-Owned. This insurance shall also insure the City to the same limits.

6. Certificates of Insurance: the Professional upon notice of award will furnish Certificate of Insurance Forms. These shall be completed by the authorized Resident Agent and returned to the Purchasing Office. This certificate shall be dated and show:

(1) The name of the insured Professional, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
(2) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
(3) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

QUESTIONNAIRE OF BIDDERS INFORMATION

FILLABLE FORM AVAILABLE

PART A - QUALIFICATIONS QUESTIONNAIRE

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide catering services as stated below: **(Bidders may attach additional sheets, if necessary).**

1. Bidder is licensed in the State of Florida to provide services as described herein Yes ☐ No ☐ Is supporting documentation included? Yes ☐ No ☐

2. Caterer shall provide an assigned Supervisor (to the City account) with a minimum of three (3) years' experience in similar work and provide details of their qualifications. This assigned Supervisor will be responsible for overseeing all work performed.

   Full Time Supervisor assigned to this project:

   Name:_____ Title _____

   Day Telephone Number _____/Cellular/Pager Number_____

   Fax:_____ Email:_____ Co. Website:_____

   _____Number of Years with Firm _____Years of Technical Experience

   _____Number of Years of Management Experience in overseeing staff

PART B – OTHER REQUESTED INFORMATION

1. Number of year's organization has been in business: _____

2. Identify any training provided to your employees, i.e. safe food handling, etc: _____

3. Please provide details or method of confirmation for meals served: _____

4. The successful contractor must provide emergency contact phone numbers that will allow twenty-four (24) hour seven (7) day a week contact. Provide a list of contact person(s) name, telephone, fax and a email address (if applicable) for order placement, coordination of services, customer satisfaction, and days of operation and office hours; Monday to Friday and holidays and weekends: _____

5. Contractor to provide details of uniform and identification worn by employees: _____

6. Approximately how many miles is your location from the City of Stuart? _____

7. Identify generator system you have in place, model and KW: _____

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 Reference

Company/Entity Name:
Address
City State Zip Code
Contact Name: Title:_____
Phone No:(_____) - Fax:(_____) - Email: _____
Date of Service:_____ Location _____
Amount of Meals/Service _____
Governmental or Private Dollar Value of Contract $_____

#2 References

Company/Entity Name:
Address
City State Zip Code
Contact Name: Title:
Phone No:( ) - Fax:( ) - Email:
Date of Service: Location
Amount of Meals/Service
Governmental or Private Dollar Value of Contract $

#3 References

Company/Entity Name:
Address
City State Zip Code
Contact Name: Title:
Phone No:( ) - Fax:( ) - Email:
Date of Service: Location
Amount of Meals/Service
Governmental or Private Dollar Value of Contract $

Company Name _____

REQUEST FOR QUOTATION

BID FORM

RFQts Date: 7/17/14	RFQts No: 2014-001	Reply By: July 23, 2014 by 4:00 PM **(Late Submittals May be Rejected)**	Dept./Div. Community Services	Contact: Lenora Darden Ldarden@ci.stuart.fl.us

Purpose: The City of Stuart, Florida is requesting quotations from a Caterer to furnish meals for emergency and disaster events, including all labor, materials and services, for employees and their families at the City's Employee Shelter in accordance with the Scope of Work. Please quote on this form your best price, terms and delivery on the items specified herein based on the terms and conditions specified below. Pricing must be inclusive of all costs as described herein.

QTY	DESCRIPTION	UOM	UNIT PRICE	TOTAL PRICE
	GROUP A			
50	Breakfast as described herein	EA	$	$
50	Lunch meals as described herein	EA	$	$
50	Dinner as described herein	EA	$	$
50	Snack as described herein	EA	$	$
			GROUP A - GRAND TOTAL	$
	GROUP B			
100	Breakfast as described herein	EA	$	$
100	Lunch as described herein	EA	$	$
100	Dinner as described herein	EA	$	$
100	Snack as described herein	EA	$	$
			GROUP B - GRAND TOTAL	$
	GROUP C			
150	Breakfast as described herein	EA	$	$
150	Lunch as described herein	EA	$	$
150	Dinner as described herein	EA	$	$
150	Snack as described herein	EA	$	$
			GROUP C - GRAND TOTAL	$
			OVERALL TOTAL FOR GROUPS A - C	$_____

NOTE: 20 % ALLOCATION FOR MEAL PREPARATION AND SERVICE ON SITE

Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes ☐ No ☐
If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions herein? Yes ☐ No ☐
Quotes may be faxed, e-mailed or mailed as specified above

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.

ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM #_____ THROUGH ADDENDUM #_____

Federal ID #_____

Company Name: _____ Date: _____

Name & Title of individual submitting Bid: _____

Email address: _____ Ph: _____

AUTHORIZED SIGNATURE: _____