

**RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA APPROVING ASSIGNMENT OF
OPERATION OF THE NAVIGATOR CAFE BY BEACON
COLLEGE TO SODEXO USA, INC.; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS on January 12, 2015 the City Commission approved execution of a Food Service Concessionaire Agreement with Beacon College.

WHEREAS the City has enjoyed a good business relationship with Beacon College and they have been successful in their operation of the Navigator Café.

WHEREAS Beacon College has made a business decision to outsource their food service operations to Sodexo USA, Inc.

WHEREAS the current Concessionaire Agreement does not permit Beacon College to assign café operations by Beacon College.

WHEREAS staff recommends the City Commission approve Beacon College to assign operation of the Navigator Café to Sodexo USA, Inc.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

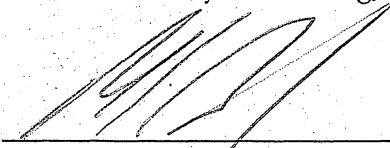
THAT the Leesburg City Commission hereby approve Beacon College assigning operation of the Navigator Café to Sodexo USA, Inc.

THAT this resolution applies only to Sodexo USA, Inc.

THAT all other terms and conditions of the existing Concessionaire Agreement remain unchanged.

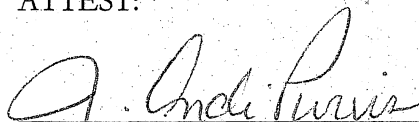
THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 11th day of July 2016.



Mayor Pro-Tem
Robert Bone

ATTEST:



City Clerk

FOOD SERVICE CONCESSIONAIRE AGREEMENT

THIS AGREEMENT is made as of the 12th day of January in the year 2015, between The **City of Leesburg**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **Beacon College, Inc.**, 105 East Main Street, Leesburg, Florida 34748 (hereinafter referred to as, CONCESSIONAIRE).

RECITALS

WHEREAS, the CITY desires to enter into an Agreement with CONCESSIONAIRE for the provision of certain concessions at the Leesburg Public Library described more specifically below, located in Leesburg, Florida.

WHEREAS, the CONCESSIONAIRE desires to enter into an agreement with the CITY to provide such services and further agrees to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services.** The CITY hereby grants the CONCESSIONAIRE the exclusive right to sell food and drink concessions at the Leesburg Public Library located at 100 East Main Street, Leesburg, Florida 34748 and more specifically described as the Café area located in the South-West corner of the Public Library building at said address.

2. **Term.** The term of this agreement shall begin on February 1, 2015 and ending on September 30, 2020. The CITY and CONCESSIONAIRE may agree to extend the term of this Agreement through a written amendment to this Agreement.

3. **Termination for Cause.** The CITY may terminate this Agreement for cause upon 30 days written notice. Termination for cause shall include but is not limited to, failure to enforce minimum standards of sanitation as determined by the responsible health authority inspector; failure to make payment by due date; continuing unsatisfactory service after receiving a 15-day notice to correct/cure; any cessation of service; failure to maintain adequate personal; failure to comply with the terms of the contract after notice to cure being issued to CONCESSIONAIRE by the CITY; any substantial change in ownership or proprietorship of the CONCESSIONAIRE which in the opinion of the CITY is not in the best interests of the CITY.

4. **Immediate Termination.** The parties agree that if the CONCESSIONAIRE violates the terms and conditions of this Agreement, or violates any other applicable state, county or municipal ordinances, the CITY shall have the option to immediately terminate this Agreement.

5. **Right to Terminate.** In the event the food service facility used by the CONCESSIONAIRE is totally or partially destroyed by fire or other perils, beyond the control of the CITY, the CITY shall have the right to terminate this Agreement for the damaged facility or rebuild at the sole discretion of the CITY.

6. **Monthly Rent Payment.** In consideration of the rights granted by the CITY to the CONCESSIONAIRE to sell concessions at the Leesburg Public Library, the CONCESSIONAIRE agrees to pay the CITY seven hundred and fifty dollars (\$750.00) per month as Rent. Each installment of Rent is payable in advance, on the first day of each calendar month, and shall be paid at City of Leesburg, Miscellaneous Billing, P.O. Box 49630, Leesburg, Florida 34749-0630, or in such other manner as CITY may , from time to time, direct by written notice to CONCESSIONAIRE.

CONCESSIONAIRE acknowledges and agrees that it is responsible for paying the Rent promptly, and that failure to do so will constitute a default under this Agreement and entitle CITY, after the 10th day following the date on which rent is due, and the giving of three days written notice of default to CONCESSIONAIRE, to pursue any remedy allowed by law or under this Agreement for a default. If rent is not paid within 4 days after it first falls due, a late fee in the amount of 5% of the rental amount overdue will be imposed. If CONCESSIONAIRE tenders a check which is returned unpaid for insufficient funds or other reasons, CITY may insist that all future payments be made by cashier's check, money order, wire transfer or other certified and cleared funds.

7. **Utilities and Fixtures.** The CITY shall furnish heat, air-conditioning, electricity, and water at no charge to the CONCESSIONAIRE. The CITY shall also provide trash and garbage collection for the CONCESSIONAIRE's on-site operation, electrical outlets, overhead lighting, fixed appliances and fixtures, refrigeration and display case(s), tables and chairs. The CITY, at its expense, shall make all ordinary and reasonable repairs required to preserve the areas where the CONCESSIONAIRE is located, but shall not be responsible for repairs and maintenance to any equipment owned or leased by the CONCESSIONAIRE or for damage done by negligence of the CONCESSIONAIRE, which shall be the CONCESSIONAIRE's responsibility. CITY shall engage in discussions with CONCESSIONAIRE regarding final selections of fixed appliances, flooring, refrigeration's, and tables and chairs. Under CONCESSIONAIRE operations Café shall be named "Navigator Café". CONCESSIONAIRE shall have the right to post menus, pictures, signs, and artwork within the café. CONCESSIONAIRE will respect CITY requests for removal of any pictures, signs or artwork.

8. **Insurance.** The CONCESSIONAIRE will maintain throughout this Agreement the following insurance.

A. The CONCESSIONAIRE shall provide evidence of required minimum insurance by providing the CITY an ACORD or other Certificate of Insurance in forms acceptable to the Risk Manager for the City, prior to starting work, under the Agreement.

- B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- C. The CONCESSIONAIRE shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractor's work.
- D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- E. The required insurance shall not limit the liability of the CONCESSIONAIRE. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONCESSIONAIRE'S interests or liabilities, but are merely required minimums.
- F. All liability insurance, except professional liability, shall be written on an occurrence basis.
- G. The CONCESSIONAIRE waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- H. Insurance required of the CONCESSIONAIRE, or any other insurance of the CONCESSIONAIRE shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- I. Except for works' compensation and professional liability, the CONCESSIONAIRE'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630
- K. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- L. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- M. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

N. The CONCESSIONAIRE, at the discretion of the Risk manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONCESSIONAIRE'S liability coverage(s).

- a. **Comprehensive General Liability.** The CONCESSIONAIRE shall purchase and maintain Commercial General Liability coverage on forms no more restrictive than the latest editions of the Commercial General Liability policies of the Insurance Services Office (ISO). The Commercial General Liability policy shall provide minimum limits of \$1,000,000 per occurrence combined single limit that includes coverage for bodily and personal injury and property damage liability for premises, operations, products and completed operations*, independent contractors, contractual liability covering the agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground exposures (x,c,u). For remodeling and construction projects, the CONCESSIONAIRE shall purchase and maintain products and completed operations coverage for a minimum of three (3) years beyond the CITY'S acceptance of the project.
- b. **Worker's Compensation.** The CONCESSIONAIRE shall purchase and maintain Workers' Compensation insurance for all workers' compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease. If CONCESSIONAIRE is exempt from maintaining Workers' Compensation insurance must provide a valid certificate of exemption issued by the State of Florida.

9. **Indemnification.** The CONCESSIONAIRE shall 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, recklessness, or intentionally wrongful conduct of the CONCESSIONAIRE and other persons employed or utilized by the CONTRACTOR in the performance of the contract.

10. **Damage by Concessionaire or by Fire and Casualty.** In the event the Café shall be destroyed or so damaged or injured by fire, hurricane, or any other casualty during the term of the Agreement, whereby the Café shall be rendered unsuitable for use and occupancy, then unless it elects not to do so as provided below, the CITY shall render said Café suitable for use and occupancy by repairs as soon as reasonably possible. In the event the said Premises are substantially destroyed or so damaged or injured by fire, hurricane, decay, or another casualty during the term of this Agreement, whereby the Café cannot be rendered suitable for occupancy, or if the CITY elects not to rebuild or repair the damaged or destroyed improvements, then this Agreement may be terminated at the option of the CITY.

However, if the Café is damaged by the intentional or negligent acts or omissions of the CONCESSIONAIRE or any of its agents, servants, employees, patrons or guests, then CITY may repair such damage and restore the Café to its original condition without notice to or consent by CONCESSIONAIRE, and recover the entire cost of the repair from CONCESSIONAIRE

immediately, together with any lost Rent and other consequential damages suffered by CITY as a result of the intentional or negligent acts of the CONCESSIONAIRE or any of its agents, servants, employees, patrons or guests, provided that this sentence shall apply to the Café only and not to any other portion of the Leesburg Public Library.

Any insurance proceeds paid to either party as a consequence of the damage to or destruction of the Café shall be the sole property of the CITY, excepting only proceeds of insurance carried by CONCESSIONAIRE on its own personal property.

11. Damage or Loss to Concessionaire Property. The CONCESSIONAIRE assumes all risk of damage or loss to its property for any cause whatsoever, which shall include, but not be restricted to, any damage or loss that may occur to its merchandise, goods or equipment, covered under this Agreement, if lost, damaged or destroyed by fire, theft, rain, water or leaking of any pipes or wastewater in or about said cafe, or from hurricane or any act of God, or any act of negligence of any user of the facilities, or occupants of the Premises, or any person whomsoever. It will be the responsibility of the CONCESSIONAIRE to acquire and maintain, at its expense throughout the term of this Agreement, insurance coverage as determined necessary by the CONCESSIONAIRE on its personal property against all potential perils.

12. Lost Revenue, Benefit, or Value. The CITY shall not be responsible to the CONCESSIONAIRE for any lost revenue, benefit, or value resulting from the loss of use of the Café by CONCESSIONAIRE for any reason.

13. Permits, Licenses, and Fees. During the term of this Agreement, the CONCESSIONAIRE shall obtain all necessary permits for operation of the café including CITY, county, state and federal; provide, install, and maintain leased and nonleased professional equipment required beyond that which is provided but the CITY for the operation of the café; produce, post, and distribute menus and menu board with approval by the CITY; provide adequate café inventory and supplies; provide and supervise adequate staff to maintain quality customer service during stated hours of operation; supply all food and beverages for sale, and all cups, bags and other containers utilized in selling or distributing the food and beverages, and clean and maintain the café, so as to maintain a clean and sanitary environment in the café and surrounding area, and prevent infestation of insects, rodents or other pests or vermin.

Outdoor seating and/or dining requires a License Agreement obtained from the City of Leesburg Planning and Zoning Division. CONCESSIONAIRE shall be solely responsible for obtaining such License Agreement should they wish to have outdoor seating and/or tables. CONCESSIONAIRE shall bear the full cost associates with obtaining Licenses for outdoor seating.

14. Care, Maintenance, and Appearance. CONCESSIONAIRE agrees at all times during the term of this Agreement and any extension thereof to maintain a neat and orderly condition and appearance of the food service areas, including equipment, fixtures and personal

property thereon. The CONCESSIONAIRE shall be responsible for the maintenance of the furniture appointments, tables, chairs and all appliances and equipment, which are necessary and indigenous to the food service operations at the Library. The CONCESSIONAIRE shall be responsible for maintaining the respective area under its management in a clean and sanitary condition during all operating hours. Additionally, the CONCESSIONAIRE shall be responsible for the daily sanitation and general housekeeping of the respective food service areas. General housekeeping shall include cleaning of all floors, all equipment, all preparation, all storage and all service areas.

15. Management Staff. CONCESSIONAIRE shall provide a qualified Manager(s) for all food service operations who will be responsible for the daily operation for the CONCESSIONAIRE. The CITY reserves the right to request the removal of supervisory or other staff who, in the opinion of the CITY, are not meeting the needs of the CITY, library patron, general customers, and staff. In such an event, a replacement for the individual(s) shall be assigned as quickly as possible. CONCESSIONAIRE shall provide staffing for food service operations that adequately meets the requirements of the café.

16. Promotion and Advertising. CONCESSIONAIRE shall regularly sponsor at their cost sufficient advertising through various media to adequately promote a business operation of this type. CONCESSIONAIRE shall regularly sponsor at their cost advertising and promotions through various media.

17. Codes, Laws, and Regulations. The CONCESSIONAIRE shall observe and obey all laws, rules and regulations set forth by federal, State and local governments which may apply to the operation of food service facilities. It is the responsibility of the CONCESSIONAIRE to identify all that may apply, including safety, health, sanitary codes and employment, permit requirements and all other applicable legal requirements. The CONCESSIONAIRE shall be solely responsible for all permits and licenses necessary for the food service operations under this Agreement. The CONCESSIONAIRE shall not erect, maintain or display any signs without written approval of the CITY. This includes any temporary signs within the foodservice facility that are visible from the street and Library area. The CONCESSIONAIRE shall be responsible for obtaining any and all necessary licenses, health certificates, permits, or other documents required for the operation of concession stand. The CONCESSIONAIRE shall also be responsible for any and all sales or income tax liability that it may incur by reason of its operation of the café. Without limiting the generality of the indemnity provisions herein, those provisions shall be deemed to include the obligation to indemnify the CITY, its officers and employees against any claims due to breach by CONCESSIONAIRE of its obligations under this paragraph. The CONCESSIONAIRE may post a sign at the construction site of the library describing the upcoming café, subject to final approval by the CITY of the format. The CONCESSIONAIRE must obtain any required permits prior to posting the sign.

18. **Right to Inspect.** The CITY through its representatives may make periodic inspections of all the CONCESSIONAIRE's facilities and equipment to determine if such are in conformity herewith. The CONCESSIONAIRE shall make all improvements as may be reasonably required by the CITY representative from time to time. The CONCESSIONAIRE will cooperate with the CITY to insure that the facilities are appropriately managed. The CONCESSIONAIRE must provide an inspection form to be jointly used by the CONCESSIONAIRE and the CITY for frequent inspections of the facilities. The form shall be developed specifically for the Library café operations, and is to require observation and evaluation of CONCESSIONAIRE's employee appearance, attitude, performance, sanitation, and appearance of the facility and equipment, etc. In effect, the form is to be a checklist developed by the CONCESSIONAIRE to measure performance against standards established by this Agreement.

19. **Care of Property.** The CONCESSIONAIRE may be required by the CITY to repair, rebuild and repaint all or part of the premises which may be damaged or destroyed as a result of negligence on the part of the CONCESSIONAIRE, and shall return the premises, upon expiration of any term of this Agreement to the CITY in the same condition that existed at the commencement of this Agreement, except for normal wear and depreciation. The CITY reserves the right to make any repairs, alterations, or additions to the buildings free from any and all liability to the CONCESSIONAIRE herein for loss of business or damages of any nature whatsoever occasioned during the making of such repairs, alterations or additions. It is not the intent to unduly penalize the CONCESSIONAIRE as the result of needed repairs or alterations; however, these repairs or alterations to improve the facilities will be made in the best interest of the CITY and the CONCESSIONAIRE.

20. **Business Hours.** The business hours of the Café shall, at a minimum, be the same as the operating hours of the Leesburg Public Library. The CONCESSIONAIRE may increase the operating hours provided the Café is open when the Leesburg Public Library is open. Any decrease in business hours that would result in the Café being closed during Leesburg Public Library business hours shall require prior written approval of the CITY Manager or his designee.

21. **Transfer or Assignment.** This Agreement or any of the rights and privileges provided herein shall not be transferred or assigned by the parties without either party first having obtained the written consent of the other.

22. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONCESSIONAIRE and the CITY.

23. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

In the event any litigation arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable court costs and attorneys' fees, whether at trial, in any appellate proceeding, in any administrative proceeding, or any proceeding in bankruptcy or insolvency.

24. **Sublet Restrictions.** The CONCESSIONAIRE shall not be permitted to sublet or assign any part of the café's premises or the operating of the Café.

25. **Minor Renovations.** The CONCESSIONAIRE shall have the right to make minor renovations to the interior of the café, only after receiving prior approval from the CITY Manager or his designee. CONCESSIONAIRE shall have the right to decorate the café.

26. **Taxes.** Any and all taxes and licenses imposed by federal, State and local governments on the services to be provided by the CONCESSIONAIRE under the terms of this Agreement are the sole responsibility of the CONCESSIONAIRE.

27. **Nondiscrimination.** All services to be provided in this Agreement will be carried out in compliance with the CITY's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age, national origin, marital status, or against any qualified handicapped individual.

28. **Notices.** Any notice required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier services, or mailed by Unit States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this Agreement, any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; and notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time periods shall begin running as of that date, whether or not the notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

- a. To CITY at the address specified for payment of rent.
- b. To CONCESSIONAIRE by mailing or delivery to CONCESSIONAIRE at the Café location, with copy to 105 East Main Street, Leesburg, FL 34748

29. **Records.** The CONCESSIONAIRE shall maintain all books and records customarily used in this type of operation in accordance with generally accepted accounting practice and standards. The CITY shall have the right to audit CONCESSIONAIRE's sales receipts and other related records to ascertain or verify the amount of gross sales and sales tax. Records or books necessary for an audit shall be kept in Lake County, Florida, or made

available in Lake County, Florida within 5 business days of a written audit request. In the event an audit reveals any underpayment by the CONCESSIONAIRE to the CITY, the CONCESSIONAIRE agrees to: (1) upon demand from the CITY, pay the CITY the amount of the underpayment; (2) pay interest on the underpaid amount at the statutory rate; and (3) pay the cost of the audit. In the event an audit reveals any overpayment by the CONCESSIONAIRE to the CITY, the CITY agrees to: upon demand from the CONCESSIONAIRE, pay the CONCESSIONAIRE the amount of the overpayment.

30. **Relationship of Parties.** As to the Café and the activities of CONCESSIONAIRE thereon, nothing in this Agreement shall be deemed to create a relationship or partnership, principal and agent, or any other relationship between the parties other than parties to this Agreement. CONCESSIONAIRE agrees that it shall not challenge the fee title of CITY in the Café or claim any interest superior thereto.

31. **Severability.** If any provision hereof is declared invalid or unenforceable, it shall be severed herefrom and the remainder of the Agreement shall continue in full force as if executed originally without the invalid portion.

32. **Entire Agreement.** This Agreement sets forth the entire understanding of the parties with regard to its subject matter. It supersedes and takes precedence over any and all prior negotiations, representations and agreements, oral or written, all of which are deemed to have merged into this Agreement and to have been extinguished except to the extent specifically set forth herein. This Agreement may not be amended orally, by implication, by course of conduct, or in any other manner whatsoever than by way of a written instrument signed by both parties hereto or their lawful successors. This Agreement shall be construed in accordance with the laws of Florida and venue for any action or proceeding arising out of this Agreement shall be in Lake County, Florida. This Agreement shall be binding on the parties hereto, as well as on their lawful successors and assigns. Each party represents for the benefit of the other that it has not entered into this Agreement in reliance on, or on the basis of, any promise, negotiation, representation, undertaking or agreement of the other party, oral or written, which is not specifically set forth within this Agreement.

33. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

34. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITENESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA


By: _____


Mayor

ATTEST:


City Clerk

Approved as to form:


City Attorney

BEACON COLLEGE, INC.

By: _____

Printed: _____

Its: _____



Executive Vice President
(Title)

EXHIBIT "A"

- I. **Scope of Work.** The CONCESSIONAIRE shall perform all work in accordance with the Contract Documents. Provide, install, and maintain all necessary leased and non-leased professional equipment for the operations of the Library Café Concession as required by Request for Proposal (RFP) 150052.

- II. **Incorporation of Sections.** The following sections of the Request for Proposal 150052 document are incorporated by reference and made a part hereof:
 - a. Section 1 – Special Terms & Conditions
 - b. Section 2 – Scope of Services
 - c. Section 3 – Evaluation & Submittal Format
 - d. Section 4 – City Forms.

- III. **Bid Submittal.** The Original December 9, 2014 bid submittal from the vendor is incorporated by reference and made a part hereof.

RESOLUTION NO. 9531

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONCESSIONAIRE AGREEMENT WITH BEACON COLLEGE TO SERVE AS A CONCESSIONAIRE IN THE LEESBURG PUBLIC LIBRARY CAFE; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute a concessionaire agreement with BEACON COLLEGE, INC. whose address is 150 East Main Street (email address: bbridgeman@beaconcollege.edu) for food service concessionaire services pursuant to Request for Proposal 150052.


THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of January 2015.



Mayor

ATTEST:



City Clerk



CITY OF LEESBURG
FLORIDA

REQUEST FOR PROPOSAL (RFP)

SOLICITATION
TITLE: **LIBRARY CAFÉ CONCESSION**

Solicitation Number: 150052 Contracting Buyer: Mike Thornton
Response Due Date: December 9, 2014 Mandatory Pre-proposal Meeting: November 18, 2014
Due Time: 2:00 P.M. Issue Date: November 3, 2014

Purpose / Description

REQUEST FOR PROPOSALS

No. 150052

City of Leesburg, Florida

The City of Leesburg is soliciting proposals from Offerors to operate the Café located at the Leesburg Public Library. The Café services library patrons, staff, and the general public. In order for prospective Offerors to obtain a clear understanding of the desired operations and the available facilities and equipment a **MANDATORY** pre-proposal conference will be held on November 18, 2014 at 10:00. The conference will be held at the Leesburg Public Library, 100 E. Main Street, Leesburg, Florida 34748.

Sealed proposals will be received at the Purchasing Division office located at 204 N. 5th Street, Leesburg, Florida 34748 until December 9, 2014 at 2:00 PM.

QUESTIONS / COMMUNICATION

Please note that to insure the proper and fair evaluation of each response, the City of Leesburg prohibits exparte communication (i.e., unsolicited) initiated by the Offeror to any City employee, representative or official other than the designated procurement representative prior to the time of award by City Commission has been made. Communication between Offeror and the City will be initiated by the designated procurement representative in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds for disqualifying the offending Offeror from consideration or award of the proposal then in evaluation or any future proposal.

Direct all communications and questions to the Designated Procurement Representative:

Mike Thornton, Purchasing Manager
Phone: (352) 728-9880
e-mail: [mike.thornton\(at\)leesburgflorida.gov](mailto:mike.thornton@leesburgflorida.gov)

SECTION 1 – SPECIAL TERMS AND CONDITIONS

ST-1. **Purpose**

The City of Leesburg is soliciting proposals from entities interested in providing a Food Service Operation in the form of a Café in space provided at the Leesburg Public Library. Please refer to the Scope of Work section for a more detailed description of the requested services.

ST-2. **Information or Clarification**

For information concerning procedures for responding to this RFP, technical specifications, etc., utilize the question & answer feature provided by Public Purchase. Such contact shall be for clarification purposes only. Material changes, if any, to the scope of services or solicitation procedures will be valid only if transmitted by written addendum (See addendum section of Public Purchase Site). Submission of a proposal will be considered evidence that the Offeror has familiarized themselves with the nature and extent of the work required.

ST-3. **Mandatory Pre-Proposal Conference**

In order for prospective Offerors to obtain a clear understanding of the food service operation being requested and to become familiar with the facilities in which food service will be offered, a mandatory pre-proposal conference will be held at the Leesburg Public Library located at 100 East Main Street, Leesburg, FL 34748 beginning at **10:00 AM on NOVEMBER 18, 2014**. Only those attending this mandatory meeting will subsequently be allowed to submit a proposal.

City representatives will discuss with prospective Offerors the intent of this Request for Proposal in much greater detail, affording ample opportunity for questions, answers to questions and all pertinent information relating to material matters of the RFP will be provided to each prospective Offeror in attendance in the form of a written addendum issued by the procurement representative.

ST-4. **Eligibility**

To be eligible to respond to this RFP, the Offeror must demonstrate in their proposal the ability of their organization to complete all phases of the project.

Offerors are cautioned to check their proposal carefully. Ensure all forms are fully completed and submitted in accordance with the instructions. Failure to do so may result in your proposal being deemed non-responsive and not considered for award.

ST-5. **Exparte Communication**

Please note that to insure the proper and fair evaluation of each response, the City of Leesburg prohibits exparte communication (i.e., unsolicited) initiated by the Offeror to any City employee, representative or official other than the designated procurement representative prior to the time of award by City Commission has been made. Communication between Offeror and the City will be initiated by the designated procurement representative in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal. Exparte communication may be grounds

for disqualifying the offending Offeror from consideration or award of the proposal then in evaluation or any future proposal.

ST-6. Delivery of Solicitation Response

To be considered for award, proposals must be received and accepted in the Purchasing Division no later than the due date and time established within the solicitation. Allow sufficient time for transportation and inspection. Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your proposal is securely sealed in an opaque envelope/package.

No Proposal submitted may be withdrawn after the scheduled closing time for the RFP for a period of 120 days.

Delivery IN PERSON	THIRD PARTY CARRIER i.e., Fed-Ex, UPS
PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA	PURCHASING DIVISION CITY OF LEESBURG 204 N. 5TH STREET LEESBURG, FLORIDA 34748

ELECTRONIC SUBMISSIONS BY ANY MEANS SHALL NOT BE ACCEPTED.

ST-7. Submission Requirements

Respondents shall submit One (1) signed original and Three (3) complete copies of the package. All submissions shall be sealed and delivered to the Purchasing Division no later than the official RFP Due Date and time. One (1) digital/electronic copy will be submitted on a CD-ROM or other electronic media in Adobe Acrobat PDF readable format replicating the content of the paper version of the submission. The digital copy will be an exact duplicate of the paper response submitted.

The City is not liable or responsible for any costs incurred by any Offeror in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested.

Submission of a proposal is a binding offer to the City and are agreeing to all of the terms and conditions in this solicitation should your offer be accepted. Use only the form(s) provided in this document. If you make any change to the content or format of any form, the City may disqualify your offer. All information shall be legible and either written in ink or typewritten. If you make a correction or change on any document, the person signing the proposal must initial the change. The proposal shall be manually signed by an official authorized to legally bind the Offeror to its provisions.

If insurance is required, submit either a certificate of insurance, or evidence of insurability, that is in compliance with the stated insurance requirements.

ST-8. **Award of Contract Related to the RFP**

The City will execute an agreement with a single entity for the services required. The City of Leesburg reserves the right to reject any or all proposals or any part of any proposal, to waive any informality in any proposal, or to re-advertise for all or any part of the work contemplated.

ST-9. **Collusion Among Respondents**

If it is believed collusion exists among Respondents, the RFP responses of all participants of such collusion will be rejected.

ST-10. **Conflict of Interest**

Any future award is subject to Chapter 112, Florida Statutes. All Respondents must disclose with their RFP Submission the name of any officer, director, or agent who is also an employee of the City of Leesburg. Further, all Respondents must disclose the name of any City of Leesburg employee who owns, directly or indirectly, an interest of five percent (5%) or more of the Respondent's firm or any of its branches.

ST-11. **Legal Requirements**

Federal, State, County, and local laws ordinances, rules and regulations that in any manner affect the service(s) covered herein apply. Lack of knowledge by the Respondent will in no way be cause for relief from responsibility.

ST-12. **Liability**

The Respondent shall hold and save the City of Leesburg, its officers, agents, and employees harmless from liability of any kind in the performance of the Agreement which may result from this RFP.

ST-13. **Illegal Alien Labor**

CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the City.

ST-14. **Fair Labor Standards Act**

No contractor or subcontractor holding a service contract with the City for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the City

ST-15. **Prior City Work**

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All firms are evaluated solely on the information contained in their proposal, information obtained from references, interviews, or presentations if requested. All submittals must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications or past projects.

Prior work done for the City may be used as a reference submitted by the Professional if it is submitted within their proposal and similar to the work being requested in this RFP.

ST-16. **Proprietary and Confidential Information**

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as may be provided by other applicable State and Federal Law, all proposers should be aware that this RFP and the responses thereto are in the public domain.

Marking information as proprietary or confidential does not guarantee confidentiality. The City may have to disclose such information if required by law or court ruling and that in the event of a legal challenge to the confidentiality of any item marked as such the Respondent will be expected to defend its claim of confidentiality and indemnify the City against any expenses it incurs due to a challenge.

However, Offerors are requested to **IDENTIFY SPECIFICALLY** any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. An Offeror marking, labeling or declaring their entire proposal 'Confidential and Proprietary' may be cause for disqualification.

All proposals received from firms in response to this RFP will become the property of the City of Leesburg and will not be returned to the proposers. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.

By submission of a response to this RFP the responder agrees to hold harmless the City of Leesburg should any information marked as confidential and/or proprietary knowingly or unknowingly be released as the result of a public records request.

ST-17. **Evaluation Method**

The City of Leesburg will evaluate submittals using the scoring criteria detailed in this solicitation.

The City of Leesburg reserves the right to consider historic information and fact, whether gained from the submitted proposal, question and answer conferences, references, and/or other sources in the evaluation process.

Should an agreement not be reached with the top ranked firm the City will begin negotiations with the number two ranked firm. If an agreement cannot be reached with the number two ranked firm the City will begin negotiations with the number three ranked firm.

The City reserves the right to conduct investigations as deemed necessary by the City to assist in the evaluation of any proposal and to establish the responsibility, qualifications and financial ability of Offerors, subcontractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the documents.

It is the Offeror's sole responsibility to submit information related to the evaluation criteria/sub-criteria. The City is under no obligation to solicit such information if the proposer fails to include it within their proposal submittal. Failure to provide requested information may result in the rejection of the proposal, or a deduction in evaluation points at the sole discretion of the evaluation committee.

[END OF SECTION]

SECTION 2 – SCOPE OF SERVICES

SW-1. Background

The Leesburg Public Library occupies a 42,000 square foot building at 100 East Main Street, Leesburg, Florida. Approximately 265,000 people visit the library annually, or 1,100 per day, making it the busiest public building in the City. Two meeting rooms on the 1st floor of the library are used over 525 times/year; with organizations like the Leesburg Partnership and the Leesburg Area Chamber of Commerce using the rooms for annual meetings. The library is a site for Early Voting, which can attract up to 33,000 people in an election year; in addition, the AARP Tax Aide Program draws a minimum of 2,000 people from February – April. Beacon College, with 220 students and 95 faculty/staff, owns and operates properties in the immediate area and hosts five admissions Open Houses during the school year.

The City constructed a space in the library building in 2008 for a limited food service concession for library patrons, staff, and the public, and the space has been operated as a small café since that time. The space, specifically designed and equipped for a food service operation, has 1,322 square feet (1,129 square feet for the public, 128 square feet for storage, and 65 square feet for the restroom). The space fronts Main Street, with an entrance from Main as well as one from the library’s exterior foyer, making the space accessible during non-library hours. The library Bookstore is adjacent to the space, with a mobile partition which is lowered and locked when the Bookstore is closed.

Library hours of operation are:

- Monday – Thursday 9:00 am to 8:00 pm
- Friday Closed
- Saturday 9:00 am to 5:00 pm
- Sunday Closed

The hours of operation for the café will be considered in the point scoring. Longer operating hours may be evaluated more favorably during the evaluation process.

Offerors are urged to be creative, within the informational parameters provided, to enable the goal of providing a limited food service that is inviting and affordable for potential customers as well as to enable a profit for the Offeror and some return for the City.

Unless the selected vendor has a national, regional or otherwise recognized trade name with the food service industry, the trade name given to the food service concession described herein by the successful Offeror shall be determined with input and approval from the City. The award of contract is for the exclusive right to provide the delineated food service concession for the term specified.

The following is only an example of what the City has in mind as menu items. Proposers are free to suggest their own menu based on their experiences and expertise.

- Espresso Drinks
- Coffees
- Teas
- Fresh pastries
- Cookies
- Fruit

- Sodas
- Bottled water
- Bottled Juices (non-staining)
- Yogurt
- Prepared soups, salads & sandwiches

Additional consideration will be given to proposals that include brand name coffees and a fuller menu consisting of fresh products. Proposing off the shelf retail packaged products is strongly discouraged.

No deep-frying or other intensive food preparation will be allowed on site. Alcoholic beverages will not be permitted in this operation. Limited food preparation may be permitted, with discussion of this possibility at the Pre-Proposal Conference. The final menu is subject to approval by the City.

SW-4. **Development Requirements**

The following are examples of items provided by the City and FSP. The items listed here are for reference purposes only. Actual provisions may be negotiated or changed during the contract development process.

- a. The City will provide:
 - Electrical outlets
 - Overhead lighting
 - Plumbing
 - Fixed appliances and fixtures (See SW-15 regarding repair and replacement of these items).
 - Refrigeration
 - Display case(s)
 - Tables and chairs and lounge seating
 - Decor items such as paintings and art work
- b. The FSP will:
 - Obtain all necessary permits for operation of the café including City, county, state and federal
 - Provide, install, and maintain all necessary leased and non-leased professional equipment for the operation.
 - Produce, post, and distribute menus and menu board with approval by the City.
 - Provide adequate café inventory and supplies
 - Provide and supervise adequate staff to maintain quality customer service during stated hours of operation.
 - Actively promote the café and its menu.

SW-5. **Technical**

The foregoing background discussion, together with the discussion from the Pre-Proposal Conference and any Addendum arising therefrom, will serve as the general parameters for the Offeror to prepare and submit a Proposal. The subsections below, beginning with #4 includes, but is not limited to, the various terms and conditions required for any subsequent contract. Hereafter, the word “FSP” means any vendor awarded a contract that may arise as a result of this solicitation.

- a. The approximate amount of space that will be available in the Library for the

described food service concession is 1,127 square feet.

- b. The Café area will have at a minimum three (3) entrances. One entrance will be from within the library through the library Bookstore. The second entrance will be from Main Street and can be accessed without entering the library. The third is from the exterior library foyer.
- c. The FSP will pay a fixed monthly amount for lease that will include space lease, utilities (electric, water, sewer) and garbage collection.
- d. Within legal constraints the City is open to developing contract terms and conditions that are in all parties' mutual best interest based on prospective proposals.

SW-6. **Advertising Signage**

External signage will be limited. All signage must be specifically approved by the City.

SW-7. **Contract Term/Renewal**

The contract term should begin on or around January 1, 2015 and continue through September 30, 2019. The Agreement may be extended as mutually agreed to by both parties.

SW-8. **Termination by FSP**

The FSP may terminate the contract, after the probation period, regardless of grounds by written notice to the City advising of intent to cancel at least six (6) months prior to cessation of operation, and submitting payment as liquidated damages of three (3) months lease payment in addition to the normal payment specified in the contract. Termination by the FSP will require a minimum of nine (9) months of payments. More should the FSP occupy the space beyond the six (6) month notice requirement.

SW-9. **Termination by City**

The contract may be terminated by the City upon thirty (30) days written notice. Termination shall be for cause, which includes, but is not limited to, failure to enforce minimum standards of sanitation as determined by the responsible health authority inspector; failure to make payments by due date; continuing unsatisfactory service after receiving a fifteen (15) day notice to correct (cure notice); any cessation or decrease of service, including but not limited to, failure to maintain adequate personnel; failure to comply with the terms of the contract after reasonable notice from the City; any substantial change in ownership or proprietorship of the FSP which in the opinion of the City is not in the best interests of the City.

SW-10. **Assignments**

The contract or any of the rights and privileges provided therein shall not be transferred, sold, or assigned by the parties without either party first having obtained the written consent of the other.

The rights and privileges granted to the FSP and the duties and obligations imposed upon said FSP shall inure to the benefit of and be binding upon the successors and assignees of the FSP should an assignment or transfer be approved by the City in the form of a contract amendment.

SW-11. **Taxes and Licenses**

Any and all taxes and licenses imposed by Federal State and local governments on the

services to be provided by the FSP under the terms of the agreement are the sole responsibility of the FSP.

The City shall be responsible for payment of any required property taxes to the Lake County Tax Collector.

SW-12. Reservation of Contractual & Change of Specifications Rights

The right is reserved to amend any of these specifications to meet changing City needs, after any agreement has been executed, or prior to or during any extension thereof, upon mutual agreement between the FSP and the City. This right is reserved to ensure the flexibility of the FSP and/or the City to adapt to changes in food service industry trends, library patron tastes and desires, or any other circumstance as determined by the FSP and/or the City, including changes in Federal, State or local laws or regulations or internal City policy relating to the provision of food service. Moreover, all prospective Offerors are noticed of the reservation of this right, which carries into any subsequent contract arising from this RFP. Additionally, the City reserves the right to accept or reject any or all proposed changes in the general specifications put forth in the proposal submitted by the successful vendor.

SW-13. Utilities

The City shall furnish heat, air conditioning, electricity, water, sewage disposal and trash collection as an included cost in the monthly lease amount charged to the FSP.

SW-14. Repairs/Maintenance

The City, at its expense, shall make all ordinary and reasonable repairs required to preserve the areas where the FSP is located, but shall not be responsible for repairs and maintenance to any equipment owned or leased by the FSP or for damage done by the negligence of the FSP, which shall be the FSP's responsibility.

- a. The City shall not replace any of the existing food service equipment provided by the City. Should City provided equipment in place at time of contract execution breakdown and is not repairable FSP shall be responsible for the replacement of said equipment should FSP desire to continue using such equipment in their operation.

SW-15. Prices

The sales price of all products shall not be higher than the price normally charged to the general public in the geographic area where the Café is located.

SW-16. Quality of Service

FSP agrees at all times during the term of the agreement and any extension thereto to maintain a neat and orderly condition and appearance of the food service areas indicated in this RFP, including equipment, fixtures and personal property thereon.

The quality of service shall be acceptable to the patrons of the Café. Should excessive complaints be received by the City and FSP is unable to resolve continued complaints the City reserves the right to terminate the Agreement for cause.

SW-17. Managers

FSP shall provide a qualified Manager(s) for all food service operations who will be

responsible for the daily operations for the FSP. The City reserves the right to request the removal of supervisory or other staff who, in the opinion of the City, are not meeting the needs of the City, library patrons, general customers, and staff. In such an event, a replacement for the individual(s) shall be assigned as quickly as possible. The FSP shall provide the resumes of all managerial positions far enough in advance of the date food service operations are to begin to allow timely review by the City.

SW-18. Staffing

FSP shall provide staffing for all food service operations that adequately meets the City's requirements.

SW-19. Advertising

FSP shall regularly sponsor at their cost sufficient advertising through various media to adequately promote a business operation of this type. Sufficient advertising would be an amount that is generally recommended for a small business operation.

SW-20. Sidewalk Seating

Should the FSP desire sidewalk seating, they will be responsible for obtaining a 'License' through the City of Leesburg Planning/Zoning division for such activity. FSP will be responsible for all fees to obtain license and for supplying all fixtures (tables/chairs). Outdoor seating/dining will only be permitted if the FSP has obtained the proper license(s).

SW-21. Hours Of Operation

The FSP will maintain hours of operation which will jointly be determined by the City in addition to the FSP.

SW-22. Custodial Maintenance Of Facilities

The FSP shall be responsible for the maintenance of the furniture appointments, tables, chairs and all appliances & equipment which are necessary and indigenous to the food service operations at the Library. The FSP shall be responsible for maintaining the respective areas under its management in a clean and sanitary condition during all operating hours. Additionally, the FSP shall be responsible for the daily sanitation and general housekeeping of the respective food service areas. General housekeeping shall include cleaning of all floors, all equipment, all preparation, all storage and all service areas, including the outside seating area. The resulting contract may reflect subsequent negotiations between the parties to effectuate the requirements of this section.

SW-23. Laws, Rules, Regulations & Licenses

- a. The FSP shall observe and obey all laws, rules and regulations set forth by Federal, State, and local governments which may apply to the operation of food service facilities. It is the responsibility of the FSP to identify all that may apply, including safety, health, sanitary codes and employment, permit requirements and all other applicable legal requirements.
- b. The FSP shall be solely responsible for all permits and licenses necessary for the food service operations under the Agreement.

SW-24. Utilities, Garbage Removal, Vermin Control, Signs

The City shall respectively furnish and maintain the following utilities for the respective food service operations:

- a. Electricity, water and sanitary sewage disposal included in the monthly payment.
- b. Trash and garbage collection for the FSP's on-site operation will be provided and is included in the monthly payment.
- c. The FSP shall be responsible for providing effective pest and vermin control measures in all areas of the FSP's on-site operation.
- d. In addition to the earlier discussion about signage, the FSP shall not erect, maintain or display any signs without written approval of the City. This includes any 'temporary' signs within the food service facility that are visible from the street and Library areas.

SW-25. Destruction Of Premises

In the event that the food service facility used by the FSP is totally or partially destroyed by fire or other perils, beyond the control of the City, the City shall have the right to terminate the Agreement for the damaged facility or rebuild at the sole discretion of the City.

SW-26. Inspection Of Property

- a. The City through its representatives as respects the interests of each, may make periodic inspections of all the FSP's facilities and equipment to determine if such are in conformity herewith. The FSP shall make all improvements as may be reasonably required by the City representative from time to time.
- b. The FSP will cooperate with the City to insure that the facilities are appropriately managed. The FSP must provide an inspection form to be jointly used by the FSP and the City for frequent inspections of the facilities. The form is to be developed specifically for the Library operations and is to require observation and evaluation of FSP's employee appearance, attitude, performance, sanitation and appearance of the facility and equipment; comparison of actual prices to the approved official price list, etc. In effect, the form is to be a check list developed by the FSP to measure performance against standards established by this proposal and any subsequent contract.

SW-27. Repairs And Alterations

- a. The FSP may be required by the City to repair, rebuild and repaint all or part of the premises which may be damaged or destroyed as a result of negligence on the part of the FSP, and shall return the premises, upon expiration of any term of the agreement to the City in the same condition that existed at the commencement of the Agreement, except for normal wear and depreciation.
- b. The City reserves the right to make any repairs, alterations, or additions to the buildings free from any and all liability to the FSP herein for loss of business or damages of any nature whatsoever occasioned during the making of such repairs, alterations or additions. It is not the intent to unduly penalize the FSP as the result of needed repairs or alterations; however these repairs or alterations to improve the facilities will be made in the best interest of the City and the FSP.

SW-28. Non-Renewal Of Agreement

- a. Prior to the contract renewal date either party may cancel the Agreement by written notice to the other party one hundred eighty (180) days prior to the effective date of such

cancellation. The party receiving the notice must acknowledge acceptance within thirty (30) days.

- b. At the end of the term the FSP will be responsible for continuing the operation of the facility until relieved by a subsequent operator or by the City. The holdover Agreement will be on a month to month basis on the same terms as the original Agreement not to exceed a maximum of one hundred twenty (120) days. The FSP will be given a thirty (30) day notice of the termination of the holdover Agreement.

SW-29. Equal Opportunity/Equal Access

All work on this project will be carried out in compliance with the City's commitment to the concept of equal opportunity; that is, there will be no discrimination on the basis of race, color, religion, sex, age national origin, marital status, or against any qualified handicapped individual. Recognizing that sexual harassment constitutes discrimination on the basis of sex, the City shall not tolerate such conduct.

SW-30. Payments and Reports

- a. **Payments**-FSP is responsible for making the monthly lease payment no later than the 10th calendar day of each month. Payment may be made either in person at City of Leesburg, City Hall, 501 W. Meadow Street, Leesburg, Florida 34748, or by mail to City of Leesburg, Accounts Receivable, PO Box 490630, Leesburg, Florida 34749-0630. If making payment by mail insure enough time is provided for delivery by the United States Postal Service. Either method requires the payment be received and posted not later than the 10th day of each month by 4:00 PM EST.
- b. **Price List**-The FSP shall maintain an updated complete price list of all items currently being sold, a copy of which may be requested at any time by the City.

SW-31. Indemnification

The FSP agrees to make payment of all proper charges for labor required in the aforementioned work and FSP shall indemnify City and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of FSP under this Contract; or the negligence of the FSP in the performance of its duties under this Contract, or any act or omission on the part of the FSP, his agents, employees, or servants. FSP shall defend, indemnify, and save harmless the City or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the City or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of FSP'S duties under this Contract, or through the negligence of the FSP in the performance of its duties under this Contract, or through any act or omission on the part of the FSP, his agents, employees, or servants.

SW-32. Independent FSP Status

The FSP, and the City agree the FSP is and shall be an independent FSP; that neither FSP nor any of its employees, representatives or agents is, or shall be deemed to be, an employee, partner or joint venture of the City; and that neither the FSP nor any of its employees, representatives or agents shall be entitled to any employee benefits under any employee benefit plan, including medical, insurance and other similar plans, of the City. FSP further acknowledges that it shall be the exclusive responsibility of the FSP to pay all amounts of applicable federal, state or local taxes as may be assessed to the FSP and to pay all social security and withholding taxes on its employees.

[END OF SECTION]

SECTION 3 – EVALUATION & SUBMITTAL FORMAT

SE-1. Evaluation Process

- a. The Designated Procurement Representative will accomplish pre-evaluation tasks to verify compliance with the basic solicitation requirements. This verification will include, but is not limited to (1) Review of all stated RFP requirements and supporting documentation in accordance with the stated response format; (2) Reference Surveys; (3) Florida Professional License and Business Registration verification.
- b. Purchasing will provide responsive and responsible solicitation packages to the Technical Evaluation Panel (TEP) which shall consist of at least 3 members, but not more than 5 members for their review and consideration.
- c. The TEP will evaluate the responses based on, but not be limited to the criteria indicated below. Evaluation will be based on the TEP's ability to identify and determine the Respondent's qualifications applicable to the scope and specified in this RFP. The evaluation criteria indicate weights.

SE-2. Ranking Methodology

The TEP members will score responses independently through raw scores which will be converted to ordinal scores by the Purchasing Division.

- a. Raw Scores:
 - i. TEP members will score each respondent 0 through 5 (5 being the highest score) on each criteria. Scores may be assigned as whole numbers or fractions, i.e. 1.0, 1.7, 3.75, 4.5, etc . . .
 - ii. The members score for each evaluation criteria will be multiplied by the criteria weight resulting in a raw score points. The total raw score points obtainable is 500. Identified Potential Bonus Points will be added to the total raw points for all weighted criteria.
 - iii. Each total raw point scored will be converted to an ordinal score or ranking.
- b. Ordinal Scores are determined as the order of preference based on the individual TEP member's raw scores point totals.
 - i. The highest raw score will receive an ordinal score of 1; the 2nd highest raw score will receive an ordinal score of 2, and so on.
 - ii. The individual ordinal score for each TEP member for each respondent will be added together for a total ordinal score.
 - iii. The lowest total ordinal score for all TEP evaluations will be ranked as #1, 2nd lowest ranked as #2 and so on.
- c. The TEP will meet to discuss the responses, scoring, ranking, and any other issues related to the project. TEP members have an option to either:
 - i. Adjust their scoring based on the TEP's discussion;
 - ii. Re-rank respondents based on the TEP's discussion; or
 - iii. Determine a ranking by the consensus of the TEP.
- d. Discussion may or may not be conducted with Respondent's for clarification purposes.

- e. The TEP may prepare a “shortlist” of highest ranked Respondent’s depending on the number of Respondents and analysis of the final scoring.

SE-3. Evaluation Criteria And Weighting

EVALUATION CRITERIA	WEIGHTING
Section A – Concept of operation	30 Weight
Section B – Experience and background	15 Weight
Section C – Financial stability and present day ability to support the Café operation.	30 Weight
Section D – Management Philosophy and Staffing	15 Weight
Section E – Proposed monthly lease payment	15 Weight
Overall impression of the Offeror, proposal, and ability to meet the goals of the City and benefit the community.	20 Weight
Total Weight Score Possible	125 Weight
Base Points Available (Ranking 0-5 multiplied by weight)	625 Base Points
Local Vendor Preference a. Tier I Local Vendor – Within Leesburg city limits or a Leesburg utility customer – Receives ten (10) Points b. Tier II Local Vendor – Not a Tier I Local Vendor but within a 20-mile radius of the intersection of Main / 14th Streets – Receives four (4) Points Awarded to qualifying vendors in addition to the base points.	10 points Maximum
Bonus Points Available	10 points
TOTAL OVERALL POINTS AVAILABLE	635 points

SE-4. Presentations/Interviews

After reviewing submissions, the City may request presentations or interviews with either the short listed or top ranked Respondent(s) to further clarify the City’s requirements, the Respondent’s response and/or request additional information. Therefore, the Respondent shall have officials of the appropriate management level present and representing the firm, if a presentation is scheduled by the City. All costs associated with the presentation shall be borne by the Respondent.

Presentations may include, but not be limited to, a presentation from the Respondent and questions from the City. City will make an effort to provide questions to be addressed in these sessions to the respective Respondent(s) prior to the session. Respondents shall

address all questions provided in their presentation and made available in handouts and on digital format. Costs incurred by Respondent(s) will not be reimbursed by City. City will make an effort to provide at least three (3) days notice to Respondent prior to presentation date.

The TEP will evaluate and score all presentations/interviews based on criteria determined by the TEP prior to the presentation date.

SE-5. **Response Submission Format**

Respondents may be required to make an oral presentation to the City's Technical Evaluation Panel. The City reserves the right, at their sole discretion, to reject any and all proposals. Any contract awarded for services shall not become effective until approved by the City Commission.

Proposals should provide a straightforward and concise description of the respondent's capabilities to satisfy the requirements of the RFP. It should explain the work to be performed, how the work will be accomplished and the results which can be expected. Emphasis should be placed on completeness and clarity of content. Responses of excessive length are discouraged and could adversely affect points awarded. To be considered, all proposals must contain the following information with an emphasis on adding value to the City. Proposals not addressing, at a minimum, the following items may be considered non-responsive and as a result not considered for award.

Including marketing and promotional material is DISCOURAGED and should not be included in your submittal. The City is only interested in material, other than references, directly related to our need and the scope of work.

Letter of Interest

Provide an informative, narrative letter pertinent to your firm's understanding of the Scope of Work. This letter should not exceed five (5) pages.

SECTION A	<p>Provide a Concept for operation of the Café including:</p> <ul style="list-style-type: none">• Identification of the equipment to be used, including brand and model.• List of proposed menu items with prices, including names of providers of food products.• Describe the off-premises food preparation process, if any. Do you purchase the food from another vendor or prepare it in another operation owned by your business?• Hours of operation (please note the library hours of operation previously listed).• Staffing levels and competencies; recommended staffing schedule for one month.• Plans to market/promote the Café to those who live and work in the Leesburg area.
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SECTION B	Describe your experience, background and longevity in providing and operating this type of café operation. Describe your experience and performance with comparable government agencies. Include any photos, sample menus, advertisements, etc. that will assist the City/Library in determining your ability and suitability to provide this service.
SECTION C	How do your financial assets allow you to undertake this project? Please provide the following: <ul style="list-style-type: none">• Financial Plan indicating the source of funding. Plan must demonstrate sustained financial feasibility of the proposed operation.• Names, addresses and telephone numbers of three credit references, including a minimum of one banking reference.• Contact information for three business references.• City reserves the right to request balance sheet and income statements for the last two fiscal years prepared in accordance with generally accepted accounting principles (GAAP), reflecting the current financial condition of Proposer entity; tax returns for the past two years. The City may request this information during the evaluation process should the other financial information not substantiate financial stability of the Offeror.
SECTION D	What is your management philosophy and how does it ensure the staffing of qualified employees? Describe your employee selection process. Include descriptions of any customer service training programs, recruiting techniques or employee handbooks.
SECTION E	Proposal forms as required by the City. Forms will include: <ul style="list-style-type: none">• Bidders Certification• Addendum Acknowledgement• Concessionaire fee proposal

[END OF SECTION]

City of Leesburg, Florida
Salary Study
140182

SECTION 5
CITY FORMS

Complete ALL the forms in this section and submit them in a sealed envelope as your bid response.

PRIMARY CONTACT

The below listed person is the primary point of contact regarding all questions related to this solicitation response.

Name: _____

Title: _____

Phone No.: _____ Mobile Phone No.: _____

e-Mail Address: _____

RESPONDENT’S CERTIFICATION

By signing and submitting this proposal the respondent attests and certifies that:

- It satisfies all legal requirements (as an entity) to do business with the City.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the City that the vendor has the capacity and capability to successfully perform the contract.
- The Offeror hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this document and any contract(s) and/or other transactions required by award of this solicitation.
- I have carefully examined the full solicitation document and any other documents accompanying or made a part of this solicitation.
- I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates offered in my response. I agree that my offer will remain firm for a period of up to ninety (90) days in order to allow the City adequate time to evaluate the proposals. Furthermore, I agree to abide by all conditions of the solicitation and/or resulting contract.
- All information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the proposal.
- Having read and examined the specifications and documents for the designated services and understanding the general conditions for contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the bid or proposal.
- The following listing states any clarifications, any and all variations from and exceptions to the requirements and/or special terms and conditions. Taking exception to the General Terms and Conditions is NOT permitted and may result in your proposal being deemed non-responsive and disqualified.
- The work, services, or goods will be provided in strict accordance with the requirements of this solicitation, and understands that any exceptions to the requirements of the specifications and documents may render the bid or proposal non-responsive.

SIGNATURES

Name of Business

Telephone Number

By:

Signature

e-mail Address

Printed Name & Title

Street Address

FEIN Number

City, State & Zip Code

LOCAL VENDOR STATUS DECLARATION

The responding firm and firm that will enter into an agreement with the City, if selected, declares the following selected Local Vendor status. The City will verify all declarations of a Local Vendor Preference.

- My Firm Qualifies as a Tier I - Local Vendor for this solicitation**
 “Tier I Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor being located within the City of Leesburg or the vendor receiving one or more Utility Services (excluding communications/Internet) from the City of Leesburg.
- My Firm Qualifies as a Tier II - Local Vendor for this solicitation**
 “Tier II Local Vendor” shall be defined as the primary Business Office or a Full Time Sales Office of the vendor not meeting the definition of a Tier I Local Vendor but nonetheless being located within the 20-Mile Radius as defined in this policy.
- My Firm does not qualify as a local vendor**

ACKNOWLEDGEMENT OF ADDENDA	
<p>INSTRUCTIONS: Failure to complete this acknowledgement section may be considered a major irregularity and may be cause for rejection of the offer.</p> <p><input type="checkbox"/> No Addendum were issued in connection with this solicitation.</p> <p>The respondent must list below the dates of issue for each addendum received in connection with this solicitation:</p> <p>Addendum #1, Dated: _____ Addendum #4, Dated: _____</p> <p>Addendum #2, Dated: _____ Addendum #5, Dated: _____</p> <p>Addendum #3, Dated: _____ Addendum #6, Dated: _____</p>	
EXCEPTIONS	
<p>No Exceptions will be allowed after the solicitation due date and time.</p> <p><input type="checkbox"/> I take NO exceptions to this solicitation and all related documents.</p> <p>The following exception(s) is/are taken:</p> 	

(If more space is needed, please indicate exceptions here and attach additional pages as needed)

Name of Offeror: _____

The above listed Offeror submits the below offer as the monthly lease payment for operation of the Library Café Concession.

Monthly Lease Payment Amount:	Amount cannot be less than \$550.00* \$ _____ per month
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*This amount represents the City’s cost for the space. Costs such as utilities, garbage, grease trap service and property taxes.

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