REQUEST FOR PROPOSAL

Library Café Services
RFP No. 24-03-15

PRE-SOLICITATION CONFERENCE
JUNE 24, 2015 AT 10:00 A.M. **(NON-MANDATORY)**

ADDITIONAL INFORMATION & CLARIFICATION DEADLINE
JULY 6, 2015 AT 12:00PM

RESPONSE SUBMISSION DATE AND TIME
JULY 15, 2015 NO LATER THAN 3:00 PM (LOCAL TIME)

AT

CITY OF NORTH MIAMI
OFFICE OF THE CITY CLERK
CITY HALL, 1ST FLOOR
776 NE 125TH STREET
NORTH MIAMI, FL 33161-4116

The responsibility for submitting a response to this Solicitation at the Office of the City Clerk on or before the stated time and date will be solely and strictly the responsibility of the Respondent. The City of North Miami will in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence.

Copies of this Solicitation document may be obtained by contacting DemandStar by Oniva at www.demandstar.com or calling toll free 1-800-711-1712 and request Document **No. 24-03-15**

Contact Person: Heylicken Espinoza, Purchasing Department
Email: purchasing@northmiamifl.gov I Phone: (305) 895-9887

The City of North Miami, Florida, hereinafter referred to as "City", is hereby soliciting Proposals from qualified and experienced Vendors ("Proposers" or "Respondents") to provide café Services to the North Miami Public Library located in North Miami, Florida.

Please submit one (1) original bound Proposal, two (2) complete copies of the original Proposal and two (2) digital compact disk (CD) or USB Flash Drive either by mail or hand delivery in response to this Solicitation. Proposals are to be submitted in a sealed envelope bearing the name of the individual and/or company, and the address as well as the number and title of this Solicitation no later than the date and time specified in the Solicitation Timetable section, where shortly after a public opening will take place in the Council Chambers at which time accepted Proposals will be opened and read. Proposals received after said date and time will not be considered and no time extensions will be permitted. Address your Proposal to City of North Miami, Office of the City Clerk, 776 N E 125th Street, North Miami, Florida 33161. Please clearly mark Proposals:

"IMPORTANT, SOLICITATION ENCLOSED"
Café Services
RFP No. 24-03-15

The City's tentative schedule for this Solicitation is as follows:

Event	Date	Time
Advertisement Date:	June 17, 2015	
Non-Mandatory Pre-Solicitation Conference:	June 24, 2015	10:00am
Last Date for Receipt of Written Questions:	July 6, 2015	12:00pm
Opening of Solicitation:	July 15, 2015	3:00pm
City Council Contract Approval Date:	To Be Determined	

(The City Manager reserves the right to delay or modify scheduled dates and will notify Respondents of all changes in scheduled dates.)

Copies of this Solicitation may be obtained by contacting DemandStar via Onvia at www.demandstar.com or calling toll free 1-800-711-1712.

PRE-SOLICITATION CONFERENCE

A non-mandatory Pre-Solicitation conference will be held on the date and time specified in the Solicitation Timetable section at the Library, 835 NE 132 Street, North Miami, FL 33161 to discuss the special conditions and specifications included within this Solicitation. Proposers are requested to bring this Solicitation document to the conference, as additional copies will not be available.

ACCEPTANCE AND REJECTIONS

The City Manager reserves the right to reject any or all Proposals with or without cause; to waive any or all irregularities with regard to the specifications and to make the award to the Respondent offering the greatest advantage to the City. Please be advised that this Solicitation is issued subject to the City of North Miami Code Section 7-192 prohibiting certain communications with City officials and employees as completely specified in the General Conditions contained herein.

We look forward to your active participation in this Solicitation.

Sincerely,

Shannon Graham,
Purchasing Manager

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All of our contract forms are fill-in able and can be found on our website at:
http://www.northmiamifl.gov/business/purchasing/forms.asp.

- Form A-1 Sworn Statement Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes
- Form A-2 Non-Collusive Proposal Certificate
- Form A-3 Local Preference Affidavit (May be curtailed if federal funds are used).
- Form A-4 Questionnaire Instructions
- Form A-5 Addendum to Proposal Documents
- Form A-6 Proposer's Disclosure of Subcontractors and Supplies
- Form A-7 General Insurance Requirements
- Form A-8 Statement of No Response
- Form A-9 Bond
- Form A-14 Reference

Attachment A – Drawings

Attachment B – Photos

Attachments can be found on the City's website accompanying this Solicitation at:
www.northmiamifl.gov/departments/purchasing/current_bids_proposals.aspx

SECTION 1.0
INSTRUCTIONS TO PROPOSERS / GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a) "City" means the City of North Miami.

b) "City Council" means the governing body of the City comprised of the Mayor and City Council members.

c) "City Manager" means the Chief Executive Officer of the City or his designee.

d) "Contract" or "Agreement" means a binding written agreement for the solicited Work and/or Services required by the City, including change orders and amendments, containing terms and obligations governing the relationship between the City and the Contractor.

e) "Contractor" or "Vendor" means the Proposer or Respondent that receives an award of Contract or Agreement from the City as a result of this Solicitation, and upon the parties executing a Contract.

f) "Department" means a department of the City of North Miami, as may be designated herein.

g) "Proposal" means the documents timely remitted by Proposer or Respondent, in response to this Solicitation.

h) "Proposer" or "Respondent." All Contractors, consultants, organizations, Respondents or other entities submitting a response to this RFP.

i) "Project" is the total sum of all Work and Services to be performed under a Contract for café services for the City of North Miami Library including providing beverages and light fare to customers and staff, café operations, scheduling and planning meeting room usage, developing a menu and product charges, maintaining café area, and related services.

j) "Scope of Services" or "Scope of Work" means section 3.0 of this Solicitation, which details the Work to be performed by the Contractor in delivering the Project.

k) "Solicitation" means this Request for Proposal (RFP) document, and all associated addenda and attachments.

l) "Subcontractors" or "Sub-consultant" means any person, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, services, equipment, or materials, in connection with the provision of Services to the City, whether directly or indirectly, on behalf of the Contractor.

m) "Work" or "Services" includes all labor, materials, equipment, supervision, expertise, maintenance, repair, and services provided or to be provided by the Vendor in fulfilling its obligations to the City, under a Contract.

1.2 CITY OVERVIEW

North Miami, Florida (pop. 60, 000) is a diverse community, ideally located midway between Miami and Fort Lauderdale and encompasses approximately 9.5 square miles. As the fifth largest City of Miami-Dade County, North Miami is committed to growth in its business community, while also focusing on issues such as education, the arts, leisure activities and sustainability to provide a viable future for our residents and preserve the City's rich history since its incorporation in 1926.

The City currently has 550+ employees and provides a wide range of governmental services including public safety / police services, parks and recreation, public works, water and sewer, planning, building and zoning, code enforcement, and community development to its citizens.

The City is a very large consumer of goods and services and the purchasing decisions of our employees and Contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decision s, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

1.3 INVITATION

This invitation is extended to Respondents that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the City's anticipated needs.

1.4 PUBLIC ENTITY CRIMES AFFIDAVIT

The *Public Entity Crime Affidavit*, **(Form "A-1")** attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent. If the *Public Entity Crime Affidavit* is not submitted as part of the Respondent's Proposal package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-responsive to the Solicitation requirements.

1.5 PUBLIC ENTITY CRIME / DISCRIMINATORY RESPONDENT LIST

Any Respondent, or any of its Suppliers, Subcontractors, or consultants who shall perform Work which is intended to benefit the City, shall not be a convicted Respondent or included on the discriminatory Respondent list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory Respondent list, a period longer than 36 months must have passed since that person was placed on the convicted Respondent or discriminatory Respondent list. The Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the City. The City in the event in such termination, shall not incur any liability to the Respondent for any Work or materials furnished.

1.6 LOBBYING

All Respondents, their agents and proposed sub consultants or Subcontractors, are hereby placed on noticed that neither the City Council Members, any evaluation committee members, employees of the City or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this Solicitation. Respondents, their agents and proposed Sub-consultants or Subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the Solicitation (e.g., general information, meetings of introduction, meals, etc.). Any Proposal submitted by a Respondent, its agents and potential sub consultants or Subcontractors who violate these guidelines will not be considered for review. The Procurement Director or Contract Specialist (identified on the cover page of this Solicitation) shall be the only point of contact for questions and/or clarifications concerning the Solicitation, the selection process and the negotiation and award procedures.

1.7 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF CITY CONTRACTS

Pursuant to Sec 7-160 (a), (b) & (c) upon recommendation by the Director of Procurement, may temporarily or permanently suspend Contractors from doing business with the City whenever a Contractor materially breaches its Contract with the City. Any Proposal submitted by a Respondent, its proposed Subcontractors or sub consultants who are included on the City's Suspension List shall not be considered for review.

In addition, the principles of any Respondents or its proposed Subcontractors or sub consultants shall not attempt to do business with the City under a different name or form a new legal entity in order to do business with the City while the principals of the Respondent or its proposed Subcontractors or sub consultants remain on the Suspension List. In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any Contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the City. The City, in the event of such termination, shall not incur any liability to the Respondent for any Work or material furnished.

1.8 POINTS OF CONTACT TIMETABLE FOR INQUIRES

Respondents shall contact the contract specialist, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquires shall be in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the City's web site (www.northmiamifl.gov) and Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding documents number.

1.9 ORAL REPRESENTATION

No oral representation made by the City staff shall be binding. The contents of this RFP and any subsequent addenda issued by the City shall govern all aspects of this Solicitation.

1.10 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for response submission), the City will post written addenda on the City web's site at (www.northmiamifl.gov) and on Demand Star by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number at least seven (7) calendar days before the date scheduled for opening the responses. The City may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the Solicitation deadline by either calling or checking the City's web site** (www.northmiamifl.gov) and Demand Star and by Onvia at www.demandstar.com or calling toll free 1-800-711-1712 and requesting the corresponding document number. All addenda placed on the Demand Star can be down loaded.

1.11 CANCELLATION OF THE SOLICITATION

The City reserves the right to cancel this Solicitation and/or re-advertise and re-solicit the requirements at any time when determined to be in the best interest of the City.

1.12 PROTEST

If a potential Respondent protests any provisions of the Request for Proposal documents, a written protest must be filed with the City Clerk within five (5) business days (excluding weekends and City observed holidays) prior to date set for opening of the Proposals. A written protest is considered filed when received by the City Clerk.

Any Proposer who files a formal written protest pursuant to Section 7-158, City Code, shall post with the City at the time of filing the formal written protest with the City at the time of filing the formal written protest a filing fee in an amount equal to one percent (1%) of the amount of the bid or proposed Contract, or one thousand dollars ($1,000), whichever is less. Failure to file a notice of protest within the time prescribed in Section 7-158, City Code, or failure to post the filing fee within the time allowed, shall constitute a waiver of such Proposer's right to file a protest.

Notice of written protest along with the filing fee, shall be timely filed with the City Clerk of the City North Miami at 776 NE 125th Street, 1st Floor North Miami, FL 33161. The City will not accept receipt of any formal written protests filed at any location other than the City's Clerk's Office

1.13 CONTRACT

The selected Respondent understands that this Solicitation or the response shall not constitute a contract with the City. No contract is binding or official until responses are reviewed and accepted by appointed City Staff, approved by the appropriate level of authority within the City and an official contract is duly executed by the parties. The selected Respondent shall be required to sign a Contract which the City determines to be fair, competitive and reasonable.

1.14 DEVELOPMENT COSTS

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this Solicitation. All information in the response shall be provided at no cost to the City.

1.15 TAX EXEMPT STATUS

The City is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property. The selected Vendor shall be liable for the payment of all applicable taxes incurred as a result of providing the Library Café Services and responsible for timely payment of all such taxes whether federal, local or state.

1.16 RESPONSE SUBMISSION AND OPENING

All response shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The response shall identify the Solicitation number and title specified on the cover page of this Solicitation. Reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The City assumes no responsibility for responses not properly marked.

The City Manager will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements.

Receipts of a response by any City office, receptionist or personal other than the Clerk's Office will not constitute "delivery" as required by this Solicitation. The City Manager will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.17 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its response to a third party following submission of a Proposal to the City.

1.18 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Proposal by notifying the City either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the City, and will not be returned to Respondents even when they are withdrawn from consideration.

Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the City Manager during subsequent Contract negotiation.

1.19 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected**,** and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the City posts notice of its decision or intended decision concerning

contract awards, or ten (10) days after the response opening, whichever is earlier.

1.20 REJECTION OF RESPONSES

Pursuant to Section 7-136, City Code, the City Manager reserves the right to reject any and all Proposals for reasons including, but not limited to, the following:

(1) When such rejection is in the interests of the City;

(2) If such Proposal is deemed non-responsive;

(3) If the Respondent is deemed non-responsible; or

(4) If the Proposal contains any materials irregularities. Minor irregularities contained in response will be waived by the City. A minor irregularity is a variation from the Solicitation that does not affect the price of the Contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the City.

1.21 WRITTEN PROPOSAL EVALUATION / ORAL PRESENTATIONS

The selection/evaluation committee members will independently score the Proposal on the basis of their qualifications and technical merit in accordance with the evaluation criteria included in Part 4 of this Solicitation. Following the submission and evaluation of the written Proposals, the City may request the highest ranked Respondents to provide oral presentation explaining and/or demonstrating each Proposal. All oral presentations are scheduled and publicly noticed by the City Manager. Following the completion of oral presentations, the selection committee members will score each presentation. Final ranking after oral presentations will be based on the summary of raw scores from the oral discussions for each Respondent.

1.22 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the RFP. A responsive Proposal is one which follows the requirements of the RFP, includes all documentation, is of timely submission, and has the appropriate signature as required on each document. Failure to comply with these requirements may result in a Proposal being deemed non-responsive.

1.23 CITY COUNCIL REVIEW

The Purchasing Director will report the result of this RFP to the City Council for final approval in accordance with the City's Procurement Ordinance to enter into contract Negotiation. The City reserves the right to reject all Proposals.

1.24 THE CITY OPTIONS

The City Manager may, at its sole and absolute discretion, reject any or all responses, re-advertise this Solicitation, postpone or cancel this Solicitation process at any time, or waive any irregularities in this Solicitation or in the responses received as a result of this Solicitation.

The determination of the criteria and process whereby responses are evaluated, the decision as to who shall receive a Contract award, or whether an award shall ever be made as a result of this Solicitation, shall be the sole and absolute discretion of the City Manager.

In no event will any successful challenger of these determinations or decisions be automatically entitled to the award of this Solicitation.

The submittal of a Proposal will be considered by the City as constituting an offer by the Respondent to provide the Services described in this Solicitation.

1.25 CONTRACT AWARD

The City Manager anticipates the award of one Contract, but reserves the right not to make any award whatsoever, if determined to be in the interest of the City.

Prior to Contract award, the Respondent(s) shall submit documentation reflecting any required insurance coverage. The Contract number shall be included on the insurance documentation submitted to the City Manager at the time of award execution and for all subsequent updates to the insurance coverage throughout the Contract period. Failure to execute the Contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

1.26 PROPOSAL SUBMITTAL/ADDENDUMS

All Proposals submitted shall include the completed Proposal Forms and all required product information and any other items as indicated on the Proposal Form. Proposals will be considered "Non-Responsive" if the required information is not submitted by the date and time specified.

Before submitting a Proposal, each Respondent shall make all investigations and examinations necessary to ascertain if any addendums were issued by the Purchasing Agent.

1.27 NON-RESPONSIVE PROPOSALS

Responses found to be non-responsive shall not be considered. Responses may be rejected if found to be in nonconformance with the requirements and instructions herein contained. A Response may be found to be non-responsive by reasons, including, but not limited to, failure to utilize or complete prescribed forms, conditional responses, incomplete responses, indefinite or ambiguous responses, failure to meet deadlines and improper and/or undated signatures.

Other conditions which may cause rejection of Proposals include evidence of collusion among Respondents, obvious lack of experience or expertise to perform the required Work, submission of more than one Proposal for the same Work from an individual, Respondent, joint venture, or corporation under the same or a different name (also included for Design-Build Projects are those Proposals wherein the same Engineer is identified in more than one Proposal), failure to perform or meet financial obligations on previous contracts, employment of unauthorized aliens in violation of Section 274A (e) of the Immigration and Nationalization Act, or in the event an individual, Respondent, partnership, or corporation is on the United States Comptroller General's List of Ineligible Design-Builder for Federally Financed or Assisted Projects.

Proposals will also be rejected if not delivered or received on or before the date and time specified as the due date for submission.

1.28 CONE OF SILENCE

This RFP is issued pursuant to the City of North Miami Section 7-193, City Code, which prohibits certain types of communications: (a) A Cone of Silence shall be imposed upon each RFP, RFQ and IFB after the advertisement of said RFP, RFQ or IFB. At the time of imposition of the cone of silence, the director of the Purchasing Department or designee shall provide for public notice of the cone of silence. The director of the purchasing department shall issue a written notice thereof to the affected departments, file a copy of such a notice with the City Clerk, with the copy thereof to each City Council member, and shall include in any public Solicitation for supplies or services a statement disclosing the requirements of this ordinance. Notwithstanding any other provision of this section, the imposition of a cone of silence on a particular RFP, RFQ or IFB shall not preclude Purchasing staff from obtaining industry comment or performing market research provided all communication related thereto with a potential offeror, service provider, bidder, lobbyist, proposer or consultant are in writing or are made at a duly noticed public meeting.

The ordinance does not apply to oral communications at pre-Proposal conference, oral presentations before selection committees, Contract negotiations, public presentations made to the City Council during any duly noticed public meeting or communications in writing at any time with any City Council unless specifically prohibited by the applicable RFP, or bid documents. A copy of all written communications must be filed with the City Clerk.

1.29 RESPONDENT'S DISCLOSURE OF SUBCONTRACTORS AND SUPPLIERS

This RFP shall require that the Respondent submits with its Proposal a listing of all first-tier Subcontractors or sub consultants who will perform any part of the Contract Work and all Suppliers who will supply materials for the Contract Work direct to the selected Respondent. **Failure to comply with this requirement shall render the Proposal non-responsive.** In addition, the selected Respondent shall not change or substitute Subcontractors or Suppliers from those listed in the Proposal except upon written approval of the City Manager **(See "Form A-6").**

1.30 BUSINESS ENTITY / RESPONDENT REGISTRATION

The City of North Miami requires business entities to complete registration application before doing business with the City. Respondents need not register with the City to Present a Proposal; however, the selected Respondent(s) must register prior to award of a Contract as failure to register may result in the rejection of the Proposal. To register, contact the Purchasing Department at (305) 895-9886 or you may download the application *(revised 7/09)* from our website at www.northmiamifl.gov it is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any Agreement obtained as a result of this RFP.

1.31 EXCEPTION TO THE RFP

Respondents may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. Should a Respondent take exception where none is permitted, the Proposal will be rejected as non-responsive. All exceptions taken must indicate clearly what alternative is being offered to allow the City Manager a meaningful opportunity to evaluate and rank Proposals, and the cost implications of the exception (if any). Where exceptions are taken, the City Manager shall determine the acceptability of the proposed exceptions. The City Manager, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the City Manager may insist that the Respondent furnish the Services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding section, paragraph and page number in this RFP. However, the City Manager is under no obligation to accept any exceptions. If no exception is stated, the City Manager will assume that the Respondent will accept all terms and conditions.

1.32 PROPRIETARY/ CONFIDENTIAL INFORMATION

Respondents are hereby notified that all information submitted as part of, or in support of, Proposals will be available for public inspection after opening of Proposals, in compliances with Chapter 119, Florida Statutes, popularly known as the "Public Records Law."

1.33 LOCAL PREFERENCE / 10% TOTAL WORKFORCE CONSISTING OF NORTH MIAMI RESIDENTS / SUBCONTRACT WITH LOCAL PROPOSERS

The evaluation of competitive Solicitations is subject to Section 7-151, City Code which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. To satisfy this requirement, the Respondent shall respond in writing its compliance with either of the following objective criteria as of the bid or Proposal submission date stated in the Solicitation. A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or Proposal submission, that is appropriate for the goods, services or construction to be purchased; or

b) A business that has a physical business address located within the limits of the City of North Miami from which the Respondent operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the Solicitation for supplies or services; or

c) The local preference may be applied to Respondents that Subcontract at least ten percent (10%) of the contractual amount of a City project to Subcontractor who is physically located within the City of North Miami (Must complete Form A-3a & A-3b)

The preference is used to evaluate the submittals received from Respondents are assigned point totals, a preference of ten (10) percent of the total evaluation point, or ten (10) percent of the total price, shall be given to the local business. (See Form A-3)

1.34 RULES, REGULATED AND LICENSING REQUIREMENTS

The Respondent shall comply with all laws; ordinances and regulations applicable to the Services contemplated herein, especially those applicable to conflict of interest and collusion. Respondent are presumed to be familiar with all Federal, State and Local laws, ordinances, codes, rules and regulations that may in any way affect the goods or Services offered.

1.35 MODIFICATIONS OF PROPOSAL

No unsolicited modifications to Proposals will be permitted after the date and hour of the Proposal opening.

1.36 TRUTH IN NEGOTIATION STATEMENT

The Contractor must provide at the time for Contract execution a written statement stating that "wage rates and other factual unit cost supporting the compensation are accurate, complete and current at the time of contracting".

1.37 REVIEW OF SOLICITATIONS

The City will not allow any request for documents or reviews of submittals until thirty days after Proposals are received or after an award is announced. After said time, Respondents may request documents or make an appointment to review submittals and presentations.

1.38 LATE SUBMISSIONS

The City Manager will not accept Proposals received after opening time and encourages early submittal.

1.39 SOLICITATION OPENING

This Solicitation will not be based solely on price. Therefore, the Cost Proposals will NOT be read aloud. However, properly received Proposals will be announced at the Proposal Opening. Proposal will be read in the Council Chambers located on the 2nd floor of City Hall 776 NE 125th Street North Miami, FL 33161. A list of Respondents shall be placed on the City's website.

1.40 ATTORNEYS' FEES

In the event of any dispute arising under or related to the Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of the Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

1.41 CONFLICTS OF INTEREST

The City's Conflict of Interest guidelines, provided under Article XI, of the City Code, as amended, shall apply to this Solicitation and Contract. Respondents should be aware, that if awarded a Contract, no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Solicitation has any personal financial interest, directly or indirectly, with Contractors or Respondents providing professional services on Work assigned to the Contractor, except as fully disclosed and approved by the City Manager. Contractor shall further be aware that if awarded, in the performance of this Solicitation no person having such conflicting interest shall be employed.

1.42 CONTRACTOR OBLIGATIONS

The Contractor warrants that any and all Work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Contractor at its own cost, whether or not specifically called for.

The Contractor warrants and accepts that any and all Work, materials, services or equipment necessitated by the Inspections of City and/or County agencies, or other regulatory agencies as are applicable, to bring the Project into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Contractor at no additional cost to the City.

END OF SECTION

SECTION 2.0
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to solicit Proposals from qualified, experienced and licensed Respondent(s) to enter into an exclusive Agreement for the operation of a café at the North Miami Library. Café operations will include, but not limited to providing beverages and high quality light fare to Library customers and staff, set-up, tear-down, cleaning, providing utensils, supplies, containers and linens for meetings and other events held in meeting room or other rented areas as required, work with Library Manager in scheduling and planning meeting room usage and turn-around times, come up with a menu and charges for the products reflecting Miami-Dade County area prices, operating the café area in compliance with all local, state, and federal laws, regulations and ordinances, obtaining and maintaining all appropriate licenses and permits, and collecting proper sales and food and beverages taxes and reporting to proper state agencies.

The Agreement shall have an initial term of up to two years unless earlier terminated.

This Solicitation shall serve to provide interested parties with general information as to the procedures for which a Respondent maybe selected.

2.2 NON-MANDATORY PRE-SOLICITATION CONFERENCE/WALK THRU TOUR

A non-mandatory Pre-Solicitation Walk Thru tour will be held on the date and time specified in the Solicitation Timetable section. The Walk Thru will be held at the site: 835 NE 132 Street, North Miami, FL 33161 to discuss the special conditions of this Solicitation. It is highly recommended that Proposers attend this meeting to obtain information relative to this Solicitation. Attendees are requested to bring the Solicitation document(s) to the conference, as additional copies will not be available.

It is highly recommended that all Respondents attend the walkthrough as questions regarding proposal submittal will also be addressed.

2.3 TERM OF CONTRACT

The initial term of the Contract shall be for two (2) years with the first six (6) months being a trial period. If the Services provided by the Contractor are satisfactory, as determined by the City Manager at the conclusion of the six-month trial period, the Contract term will then continue through the expiration of the initial term, unless otherwise terminated by the City Manager with or without cause. This Contract shall remain in effect for the entirety of the initial term; provided that the Services rendered by the Contractor(s) during the Contract period are satisfactory. In the event Services are scheduled to end because of the expiration of this Contract, the Contractor shall continue the service upon the request of the City Manager.

2.4 OPTION TO RENEW

The City Manager reserves the right to renew the Contract in writing and upon the same pricing, terms, and conditions at the expiration of the initial term for three (3) additional, one-year periods, except as otherwise provided herein.

2.5 METHOD OF AWARD

See Section 4 for method of evaluation and award.

2.6 MINIMUM QUALIFICATION

To be eligible to respond to this Solicitation, the Respondent must demonstrate that the firm has sufficient capabilities, resources and experience to provide the Services under this Solicitation. Any Respondent that fails to meet all the following minimum qualification requirements may be noted as "NON-RESPONSIVE". Those qualifications are as follows:

2.6.1 LICENSING REQUIREMENTS

Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz.org report with your company registered in active status. It shall be a condition to the Agreement that any out-of-state Vendor that may be selected to provide the Services shall be duly registered and qualified to do business with the State of Florida.

2.6.2 The successful firms must be properly registered and in compliance with the State of Florida in addition to being licensed and registered with the Department of Business and Professional Regulation to practice their profession in the State of Florida.

2.6.3 Respondent shall have a minimum of one (1) year of experience relating to the ownership, management, or operation of one or more café style or restaurant facilities, as more particularly described in section 3.

2.6.4 Respondents must be properly registered to practice their profession in the State of Florida at the time of Proposal submission.

2.6.5 References: At a minimum, Respondent must provide at least three (3) references of business clients and/or governmental agencies to which it has provided said Services. If available, such references should be representatives of Florida jurisdictions to which the Respondent is currently providing, or has provided, Services within the last five (5) years. Only one reference may be used for projects completed for the City of North Miami.

2.7 INSURANCE AND INDEMNIFICATION

Respondents must submit with their responses, proof of insurance meeting or exceeding the following coverage or a letter of intent to provide the following requirements if awarded a Contract**:**

2.7.1 COMMERCIAL GENERAL LIABILITY

Minimum limit of $1 Million per occurrence/$2Million aggregate for bodily injury and property damage; this coverage shall also include personal, advertising injury and medical expense and products completed operations (redefined with endorsement CG 24-07)

2.7.2 COMMERCIAL AUTOMOBILE LIABILITY

Minimum limit of one (1) Million Dollars, covering any auto including owned, non-owned, hired or leased. In the event Contractor owns no automobiles, the Commercial Auto Liability requirement shall be amended allowing Contractor to maintain only Hired & Non-Owned Auto Liability. If vehicles are acquired throughout the term of the contract, Contractor agrees to purchase "Owned Auto" coverage as of the date of acquisition. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or a separate Commercial Auto coverage form.

2.7.3 WORKER'S COMPENSATION

As required by the State of Florida and in accordance to F.S.440, with statutory limits, and Employer's Liability with a minimum limit of $1,000,000 per accident for bodily injury or disease.

2.7.4 THIRD PARTY COMMERCIAL FIDELITY (CRIME) BOND

Contractor shall furnish a Commercial Fidelity Bond or its equivalent for Employee Dishonesty, written on a Blanket Basis with a minimum limit of $100,000. The bond shall be endorsed to cover "Third-Party" liability including a third-party beneficiary clause in favor of "City of North Miami", a Political Subdivision of the State of Florida, its Officers, Employees and Agents. The bond shall include a minimum twelve (12) month "Discovery Period" when written on a Loss Sustained basis. In lieu of a Fidelity Bond, the City Manager will accept Crime Insurance including Employee Dishonesty (Fidelity) Coverage on a blanket basis.

Both Commercial General and Automobile Liability insurance policies shall name the City of North Miami as "additional insured". All insurance required herein shall be written as primary policies, not contributing to or in excess of any coverage that the City may carry.

Insurance policies required by Contract shall be maintained in full force and effect throughout the term period. The insurance carriers shall have a minimum of B+ rating based on the latest rating publication for Property and Casualty Insurers such as A.M. Best Company (or its equivalent). All insurers must be lawfully admitted to conduct business within the State of Florida. Required insurance coverage must be approved by the City's Risk Manager prior to signing of Contract. Contractor may produce any insurance under a "blanket" or "umbrella" insurance policy, provided that such policy or a certificate of such policy specify the amount(s) of the total insurance allocated to this Contract. Coverage limits shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made on other projects undertaken by Contractor.

Contractor must submit, prior to signing of Contract, Certificates of Insurance evidencing all coverage requested in this RFP. Additional insured designation in favor of the City shall be included on the Commercial General Liability and Auto Liability Insurance. Contractor shall guarantee all required insurances (including endorsements) remain current and in effect throughout the term of Contract. Failure to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the City Manager's review or acceptance of insurance maintained by the successful Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the successful Contractor under the Contract.

Contractor shall indemnify and hold harmless the City of North Miami and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of an Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors.

Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may ensue thereon.

Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City or its officers, employees, agents and instrumentalities as herein provided.

The Contractor must submit, no later than ten (10) days after award and prior to execution of Contract, a Certificate of Insurance evidencing all required coverage and naming the City of North Miami as additional insured where applicable.

2.8 LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE THE WORK ON TIME

Intentionally Omitted

2.9 BID BOND/OFFER GUARANTY BASED ON PERCENTAGE OF OFFER PRICE

Intentionally Omitted

2.10 PERFORMANCE & PAYMENT BOND

Intentionally Omitted

2.11 FAILURE TO PERFORM

If in the opinion of the City Manager's representative, the Contractor refuses to execute contractual obligations as outlined in the Contract, produces an unsatisfactory performance, or neglects or refuses to address the deficit to provide a suitable resolution that meets the City Manager's expectations, then City Manager's representative may notify the Contractor that the City Manager will terminate the contract.

If at any time the City Manager's representative shall be of the opinion that service delivery is unnecessarily delayed and will not be completed within the prescribed time, then City Manager's representative may notify the Contractor to discontinue all Work under Contract. The Contractor shall immediately respect said notice and cease said Work and shall forfeit the Contract.

The City Manager may there-upon look to the next lowest and responsive and responsible Respondent to complete the Work or re-advertise for Proposals and let a contract for the uncompleted Work in the same manner as was followed in the letting of the Contract and charge the cost thereof to the original Respondent under Contract. Any excess cost arising therefore over and above the original Contract Price shall be charged to the Respondent.

2.12 MONTHLY PAYMENTS TO THE CITY

Contractor shall timely pay the City the amount mutually established under the Contract. Cut-off date is the close of the last business day of the month. Contractor shall submit by the agreed upon date of the following month (due date) Contractor's completed Statement of Sales along with the monthly payment and percentage of sales and catering service sales as per Agreement. Payment of percentage of sales will not be required for first six months of business however, Statements of Sales must still be provided during this time. Should the agreed upon date fall on a weekend or holiday, Contractor shall submit his payment and Statement of Sales on the next workday.

2.13 FEDERAL AND STATE REGULATIONS

The Contractor shall comply with all applicable federal, state and local rules and regulations regarding the provision of Services.

2.14 ACCEPTANCE OF SERVICES BY THE CITY MANAGER

The Services to be provided shall be in full compliance with the specifications and requirements set forth in the Contract Documents

2.15 LABOR, MATERIALS AND EQUIPMENT SHALL BE SUPPLIED BY THE CONTRACTOR

Unless otherwise provided in this Solicitation the Contractor shall furnish the labor, materials, equipment (all tables, chairs, cooling units, heating units, etc. will be provided and owned by the contractor), and coordination of services for satisfactory Contract performance. With respect to the facility/equipment supplied by the Library, the Library makes no implied or express warranties, including, but not limited to, the warranties of merchantability or fitness for a particular purpose.

2.16 CLEAN UP

All unusable materials and debris shall be removed from the premises at the end of each workday, and disposed of in an appropriate manner. The Contractor shall be responsible for keeping the café area neat and in a safe and sanitary condition by bussing the seating areas, immediately cleaning up all spills and messes in that area and the meeting rooms. Trash will be handled in a safe and controlled manner to avoid spills and leaking containers. The Vendor will not allow boxes, cartons, barrels, carts or other similar items to remain in view in public areas. Contractor shall thoroughly clean up all areas as required by the City Manager. Contractor shall be responsible for costs incurred for additional Pest Control and other outside services required to correct any problems that may arise to the nature of the business.

2.17 LICENSES, PERMITS AND FEES

The Vendor shall be responsible for and shall describe its ability and process for providing and requiring food handler certificates, Florida licenses and/or medical examinations as required by law and will make such records available for Library's review. The vendor will be responsible for securing and maintaining, and shall identify all licenses and certificates held by Vendor and required to operate the café and provide the food and refreshment services described in café services section of this RFP. Vendor shall display these licenses and certificates in accordance with all pertinent rules, regulations, and statutes.

The agreed upon fee will be payable in monthly installments and will be payable to North Miami Public Library by the selected Café Vendor to operate the café and offer food and beverage service for meetings held at the Library. The fee includes the right to use the café space as currently equipped, the existing utilities, and the outdoor patio area. The Vendor's staff will be allowed to park in the Library Staff Parking Lot. The Café Vendor will be supplied with a local telephone and will have first right to offer to provide all food and refreshments served for meetings or events held at the Library.

Damages, penalties and or fines imposed on the City or the Contractor for failure to obtain required licenses, permits or fines shall be borne by the Contractor.

2.18 PERSONNEL

The Contractor will be responsible for hiring staff for the daily operation of the café, providing a good working environment for their employees, and will comply with all federal, state, and local laws related to minimum wage, social security, nondiscrimination, Americans with Disabilities Act ("ADA"), and unemployment compensation.

If required by the City Manager, employees shall wear a uniform and/or identification badge. The Contractor and all personnel employed by them shall be required, at their sole cost and expense, to pass a criminal background check through the City of North Miami Police Department prior to award of the Contract, and on every renewal term. Any employee not meeting this requirement will not

be permitted on the Worksite. Results from the background check must be provided to the contract administrator.

2.19 COUNCIL MEETING

Contractor must be available to attend City Council meetings when required. Contractor must be prepared to answer any questions and/or provide oral presentation (using presentation board, PowerPoint's or handouts) if requested by Council and/or authorized City representatives.

2.20 SOLICITATION CLARIFICATION AND INQUIRIES

Any questions or clarifications regarding this Solicitation shall be submitted in writing to Heylicken Espinoza via email at purchasing@northmiamifl.gov Respondent(s) must clearly understand that the only official answer or position of the City will be the one received in writing as an addendum.

The Solicitation number and title shall be referenced on all correspondence, be sure to include the page and paragraph number for each question in order to ensure that questions asked are responded to correctly. All questions must be received no later than the time and date specified in the Solicitation Timetable section**.** All responses to questions/clarifications will be sent to all prospective Respondents in the form of an addendum. **NO QUESTIONS WILL BE RECEIVED VERBALLY OR AFTER SAID DEADLINE.** Addendum(s) will be made available on the City's webpage and it is the Respondent's sole responsibility to assure receipt of all (if any) addenda(s).

2.21 ACCEPTANCE/REJECTION/MODIFICATION TO PROPOSALS:

The City Manager reserves the right to reject any and all Proposals, and to waive minor irregularities in the procedure.

2.22 CONDITIONS OF PROPOSALS

2.22.1 Late Proposals – Proposals received by the City Clerk after the time specified for receipt will not be considered. Proposers shall assume full responsibility for timely delivery at the location designated for receipt of Proposals.

2.22.2 Completeness – All information required by this RFP must be supplied to constitute an acceptable Proposal.

2.22.3 Public Opening – All Proposals will be publicly opened at the time and place specified.

2.22.4 Award – The Selection Committee will make recommendations based upon the most responsive and responsible Respondent(s) whose qualifications conforms to the RFP and is most advantageous to the City. The City Manager will present to City Council for acceptance and final award, or reject all Proposals, within one hundred and fifty (150) calendar days from the date of opening of Proposals. Several Contractors may be designated as approved

Qualified Vendor(s) for the delivery of material and/or services from this contract through the effective period of the award. Successful qualified Contractors shall be notified in writing of award.

2.22.5 Contract - A Contract (the "Agreement") will be awarded in accordance with City Council approval, and Florida Statues, by the City Council. The City Manager reserves the right to execute or not execute, as applicable, a contract with the Consultant(s) that is determined to be in the City's best interests. The Agreement is provided herein as an attachment to this RFP. The City Manager reserves the right to award a contract to more than one Consultant as is in the City's best interest.

2.23 EXECUTION OF CONTRACT

The execution of a Contract, is required to be executed between the City and Contractor following the selection and approval of Contractor by the Mayor and City Council, at a duly noticed public meeting.

END OF SECTION

SECTION 3.0
SCOPE OF SERVICES / TECHNICAL SPECIFICATIONS

3.1 SCOPE OF SERVICES

The E. May Avil North Miami Public Library is undergoing an exciting $1.5 million renovation project of its interior space and landscaping making it an attractive modern facility with state of the art technology, contemporary furnishings, wireless access, coffee shop services, and much more. The Library is a vibrant community center that services the North Miami community and its adjacent areas by providing cultural programs, access to technology, after school programs, tutoring, reference and reader's advisory, and homework assistance to an average of 25,000 monthly visitors.

The City of North Miami's Public Library is located at 835 NE 132nd ST, North Miami, FL 33161. The City Public Library Department is seeking an experienced and qualified Respondent to provide café services for the community at the Library including offering specialty coffee, tea and nutritious food choices.. The selected Respondent must demonstrate experience in management and operation of café style or restaurant facilities.

3.2 SITE DESCRIPTION

See Attachments A and B for Drawings and Photos of Café area.

3.3 SERVICES REQUIRED

Below is a listing of services that are required (collectively referred to as "Services"):

3.3.1 Menu

The Vendor shall submit a menu with prices of the items proposed to be served in the café. The menu should include specialty coffee, tea, nutritious food choices, etc .The Vendor shall be required to accept pricing input from the Library and have food and beverages priced at the same levels as those items offered at similar local food service entities within the Miami area. Proposers will further demonstrate their food service abilities through a food tasting demonstration.

3.3.2 Catering

The Vendor shall be given the opportunity to bid on catered sponsored events. The Vendor should be in an enviable position for gaining catering business and will promote food service business at large.

The Vendor will identify the procedure and any sub-contractors (Form A-6) it will use when providing food and refreshment services to be served

for meetings and events at the Library and will have first rights to offer to provide these in the meeting rooms and other rented areas for meetings or events at the Library.

They will be responsible for and shall describe its ability and process for set-up, tear-down, as well as cleaning, providing utensils, supplies, containers, and linens as required as well as equipment needs and any environmental or material requests necessary for the provision of food and refreshment service to those requesting such services to be provided.

3.3.3 STAFF AND PERSONNEL

The Vendor shall describe its ability and history of employing, and shall commit to employ, manage and supervise the café and foods service operations to ensure high-quality, smooth, timely, attentive and customer-friendly service. The Vendor should supply an organization chart demonstrating how the Vendor's staff would be organized and the authority level of each staff member.

The Library reserves the right to request without justification that the selected Vendor reassign any personnel whom, in the judgment of the Library, are unqualified or unsuitable to perform the required services.

3.3.4 Marketing

The Vendor should describe marketing strategies or plans Vendor would use to promote library food service offerings at the café and for catering services. The Vendor will work together with the Library to market these.

3.4 Library Re-Opening

The Library is scheduled to re-open on approximately September 1, 2015 upon completion of construction and the awarded vendor is expected to open in conjunction with the re-opening.

3.5 Hours of Operation

Library Hours are as follows:

Monday-Thursday	11:30 A.M. – 8:00 P.M.
Friday & Saturday	9:30 A.M. – 5:00 P.M.
Sunday	Closed (During Summer)

The Library will be open on Sundays during the school year.

The café will be expected to remain open past Library hours for special events held at North Miami High School and for the students attending night classes.

The Library will be closed on the following holidays:

- New Year's Day: January 1, 2015
- Martin Luther King Jr's Birthday January 19, 2015
- President's Day February 15-16, 2015
- Easter April 5, 2015
- Memorial Day May 24-25,2015
- Independence Day July 3-5, 2015
- Labor Day September 6-7, 2015
- Columbus Day October 11-12, 2015
- Veteran's Day November 11, 2015
- Thanksgiving Day November 26-27 & 29, 2015
- Christmas Day December 25 & 27, 2015
- New Year's Day January 1 & 3, 2016

3.6 Public Access

The Library is open to the general public. The Café will be accessible through the Library entrance area as well as through an independent access door. This will allow the Café to remain open during non-library hours.

3.7 Cleaning and Maintenance

3.7.1 Fixtures, Equipment, & Common Dining Area

The Café Vendor is responsible for and shall describe its ability and commitment for keeping the café area clean, neat and in a safe and sanitary condition by bussing the seating areas, immediately cleaning up all spills and messes in that area and the meeting rooms. Trash will be handled in a safe and controlled manner to avoid spills and leaking containers. The Vendor will not allow boxes, cartons, barrels, carts or other similar items to remain in public areas.

The Contractor shall be responsible for usual and customary cleaning and sanitation of the internal serving area, kitchen including fixtures and equipment and common dining area. Contractor shall be responsible for housekeeping and sanitation in the food preparation, storage and internal serving areas; shall clean the tops of tables and chairs in the dining area and bus tables during the normal course of business and shall transport refuse to the refuse collection area.

3.7.2 Floors

Maintain clean, dry floors in the food preparation and service areas at all times. Clean up spills in the dining areas as required.

3.7.3 Sanitation Grades

The Vendor's personnel assigned to the Library for provision of Services under this RFP are required to maintain and comply with the proper health and sanitation standards, requirements and regulations in order to maintain a high level of customer service.

Sanitation grades, less than grade A, will be unacceptable and negligence to sanitation will result in contract default on the Contractor's behalf. Contractor shall remedy the default within 24 hours.

3.8 SAFETY

In regards to the café area, the Vendor is responsible for the safety of customers, staff and all participants.

3.9 SECURITY

The City of North Miami Police patrols the City facilities with respect to criminal activities. Contractor is responsible for ensuring all safety precautions relating to the provision of Services at the café area.

3.10 REPORTING

Vendor shall furnish a complete and accurate sales report, copies of supporting invoices/billings (such as menu and other pricing, guest counts and related data) and copies of any subcontractor billing and/or commission statement applicable to user events. The Vendor shall maintain accurate books, records, documents, and other evidence directly related to performance of Services under the Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Vendor shall also maintain the financial information used by the Vendor in the submission or preparation of any sales report, statement or summary submitted to the Library or any funding agency.

The Library shall be, until the expiration of 2 years after final payment under the Agreement, have access to and the right to examine, inspect, audit, and copy directly pertinent books, documents, papers and records of the Vendor which involve any transaction directly related to the Agreement. The periods of access and examination described herein shall continue until any disputes, claims, or litigation arising out of the performance of this Agreement has been resolved.

3.11 COMMUNICATIONS

The Vendor shall communicate regularly or on an agreed upon schedule with the designated Library Management to provide updates regarding the Services performed and any problems or issues. The Vendor shall correct the deficiencies within forty-eight (48) hours after being notified by Library Management.

3.12 PRICE PROPOSAL

The Respondent will be required to propose a monthly fee (minimum of $500 per month) and a percentage of sales fees (minimum of 2%) to be paid to North Miami Public Library in response to this RFP. The percentage of sales fee will not

be required for the first 6 months of services. This portion of the Proposal will be taken into consideration when awarding this Solicitation to the Awarded Respondent. A total Price Solicitation (proposed "Contract Price") shall be submitted on the "PRICE PROPOSAL FORM.

END OF SECTION

SECTION 4.0
EVALUATION/SELECTION PROCESS

4.1 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation that includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non- responsive. The Contract will be awarded to the lowest responsible and responsive Proposer whose Proposal best serves the interest of and represents the best values to the City in conformity with Chapter 7, Article III of the City code.

By the submittal of a Proposal, each firm acknowledges and agrees to all terms and conditions set forth in this RFP and Agreement by the City of North Miami.

Each firm acknowledges and agrees that due care and diligence was exercised in the preparation of its Proposal and all information contained therein is believed to be correct. The Respondent acknowledges, and accepts its responsibility for determining the full extent of the exposure to risk and verification by the City Manager of all information in the Proposal. Neither the City nor its representatives will be responsible for any error or omission in any Proposal, or for the failure on the part of any Respondent to determine the full extent of the exposure.

4.2 MINIMUM REQUIREMENTS

To be eligible to respond to this Solicitation, the Proposer must demonstrate sufficient capacity, resources and experience to provide Café Services as required by the City. Any Proposer that fails to meet all the following minimum qualification requirements may be noted as “NON-RESPONSIVE” and will not be evaluated / scored

4.2.1 The Respondent shall be licensed to do business in the State of Florida. Submit Sunbiz report with its company registered as active.

4.2.2 Respondents must be properly registered to practice their profession and licensed to engage in contracting in the State of Florida at the time of Proposal submission. The Respondent shall submit copies of their requisite Licenses as outlined in section 2.5.

4.2.3 At a minimum, Proposer must provide at least three (3) references of clients to which it has provided Services. If available, such references should be representatives of Florida jurisdictions to which the Proposer is

currently providing, or has provided, Services within the last five (5) years. Only one reference may be submitted for the City of North Miami.

4.2.4 Submit together with its Proposal a copy of required evidence of insurance as described in Section 2.7 showing the insurance coverage and amounts are currently in place. Alternatively, Proposers may submit, together with their Proposal, a letter on company letterhead stating they will comply with all insurance requirements, if awarded the contract. The statement letter shall stand alone and shall not address any other topic neither shall it be incorporated into another letter.

4.3 EVALUATION PROCESS

4.3.1 EVALUATION COMMITTEE AND PROCEDURES FOR REVIEW

A Committee shall be established to review and evaluate all submittals in response to this Request for Proposals (RFP). The Committee shall conduct a preliminary evaluation of all qualifications on the basis of the information provided and other evaluation criteria as set forth in this Request for Proposal or as reasonably determined by the Committee.

The Committee will first review each submittal for compliance with the minimum qualifications and mandatory requirements of the RFP. Failure to comply with any mandatory requirements may be cause for rejection.

The City Manager reserves the right to reject any and all Proposals and to waive minor irregularities in the Proposal. The City Manager further reserves the right to seek new Proposals when it is in the best interest of the City to do so.

The City Manager shall be the sole judge of its requirements, as set forth in this solicitation and of the final contract award(s), as successfully negotiated. The City Manager's decision(s) shall be final. All Proposals and prime Respondents will initially be screened for responsiveness as described in this solicitation.

Proposals and Respondents who have met the responsiveness and responsibility conditions will be evaluated in accordance with the criteria detailed in Part 4, Evaluation Criteria.

Prior to the completion of the technical criteria evaluation, rating and ranking, the Committee will conduct oral presentation(s) including a taste testing with the Respondent(s). Upon completion of the oral presentation(s), the Committee will evaluate, rate and rank the Proposals remaining in consideration based upon the written documents combined with the oral presentation.

Committee members will independently score the written Proposals based on the merit of each Proposal, as determined by the committee members, to meet the requirements stated in the solicitation. The total number of points scored by each committee member will be based on the maximum points available for each of the factors detailed under the technical category.

4.4 SELECTION CRITERIA

Criteria will be scored on a scale of **"0" to "100"** per evaluator with the maximum number of points available for each criterion as noted in this section. The maximum number of points to be scored under this process is **100 points per committee member**. Scoring is based on a point total per evaluator and not a percentage. The highest ranking Respondent will be determined by using a combination of Respondent's total scores for criteria listed. Selection will not be based solely on lowest price. The City Manager will put each Proposal through a process of evaluation to determine the Respondent's responsiveness to City's needs.

Award shall be made to the responsible firm whose statement of qualifications is determined to be the most advantageous to the City, taking into consideration the evaluation factors set forth below:

EVALUATION CRITERIA FOR RFP

Criteria	Description	Maximum Points
1	Qualifications	20
2	Experience	30
3	Methodology & Approach	20
4	Price Proposal	10
5	References	10
6	Local Preference	10
TOTAL		**100**

The City Manager reserves the right to reject any or all submittals, to waive any irregularities or informalities in any submittal or in the RFP procedures, and to accept or reject any item or combinations of items. The award will be to the firm(s) whose submittal complies with all material requirements set forth in this RFP and whose statement of qualifications, in the opinion of the City Manager, is the best, taking into consideration all aspects of the Proposer's response.

4.5 ORAL PRESENTATIONS

All Respondents will be required to provide an oral presentation as a part of the evaluation process for this Solicitation which will include a taste test of exclusively of items proposed to be on café menu. Respondents will be given notice of presentation time. The purpose of the presentation will be to clarify the Response and ensure a mutual understanding of the Scope of Work. The oral presentation may clarify but may not modify the prior written submission. Verbal exchanges between the presenter(s) and Evaluation Committee during presentations are intended only for purposes of providing clarification in response to questions from Evaluation Committee. These exchanges are not in any way be construed as a "negotiation" of terms by either party.

4.6 ADDITIONAL INFORMATION/CLARIFICATIONS

Information provided by the City is to facilitate Proposals. Effort was made to provide necessary and accurate information when this request was prepared, but the City is not to be penalized for any lack of completeness. Accuracy of this data is not guaranteed. It is the sole responsibility of Proposers to assure that they have all information necessary for submission of their Proposals.

Any questions relative to interpretation of specifications or if more information is needed, please contact the Purchasing Department in writing via email to: purchasing@northmiamifl.gov. The Purchasing Department reserves the right to conduct pre-award discussion and/or pre-contract negotiations with any or all-responsive and responsible Proposers who submit Proposals determined to be reasonably acceptable of being selected for award. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of Proposals and such revisions may be permitted after submission of Proposals and prior to award of a contract. In conducting discussions, there shall be no disclosure of any information derived from submittals by competing Proposers except as may be required by the Florida Public Records Law, Chapter 119, Florida Statutes.

The Proposer shall furnish such additional information as the City of North Miami may reasonably require. This includes information which indicates financial resources as well as ability to provide the Services. The City Manager will review the qualifications of each Proposer as he deems appropriate, including but not limited to, asking for background investigations to be conducted the North Miami Police Department.

4.7 NEGOTIATIONS

If the City Manager and selected Proposer cannot reach an agreement on a Contract, the City Manager reserves the right to terminate negotiations and may, at the City Manager's or designee's discretion, begin negotiations with the next qualified, responsible and responsive Proposer. This process may continue until a Contract acceptable to the City Manager has been executed or all Proposals are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the City:

4.7.1 Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency which may affect the performance of Services to be rendered herein, in which the Proposer, any of its employees or Subcontractors is or has been involved within the last three years.

END OF SECTION

SECTION 5.0
PROPOSAL FORMAT

5.1 INSTRUCTIONS TO RESPONDENTS:

Respondents should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed and double sided , with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must be **marked "ORIGINAL**". The document package copies should be individually bound. CD's must be provided on a CD or DVD (Adobe or Word format). Proposals which do not include the required documents may be deemed non-responsive and may not be considered for award.

PLEASE READ THE ENTIRE SOLICITATION BEFORE SUBMITTING A PROPOSAL.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner.

Each Proposal shall be limited in size as to what can fit into a 1 1/2" binder or smaller. Each Proposal must be submitted as follows:

- One (1) original (must be clearly identified as "ORIGINAL")
- Two (2) copies
- Two (2) CD's or DVD's (must be clearly labeled with Company Name, Proposal No., Title & Professional Category) or Thumbprint Drive

Proposals shall be submitted in sufficient detail to permit the City Manager to conduct a meaningful evaluation of the proposed Services. The Proposal must include the following information:

A "tab" should be provided for each section as follows:

1. Cover Page

The title page should include the name of the Respondent's company/corporation, address, telephone number, facsimile number, e-mail address, name of person which will handle City's account, date, and the subject and signature page. (**Appendix A**)

2. Table of Contents

The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages must be consecutively numbered and correspond to the Table of Contents.

3. Business Structure

Corporations, Joint Ventures, or Partnerships - Submit copy of State of Florida Department of State records indicating when corporation organized, corporation number, and date and status of most recent annual report. Provide copies of current City / County / State Occupational License(s) where applicable

Respondents submitting applications as joint ventures shall submit a copy of their joint venture agreement. Any firm(s) involved in a joint venture in its Proposal will be evaluated individually, as each firm of the joint venture would have to stand on its own merits.

Give the location of the office which will handle the City's account and the number of professional staff personnel at the office.

Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.

4. <u>Qualifications of the Vendor – 20 Points</u>

Indicate the Vendor's experience in providing the proposed Services. Licenses and any other pertinent information shall be submitted and should meet the minimum qualification requirements described in the RFP.

5. <u>Experience of the Management/Owner – 30 Points</u>

Provide a comprehensive summary of the experience of the food service manager for the library. Include copies of all licenses and certifications and any other pertinent information to satisfy the minimum qualification requirements described in the RFP.

Describe any other experiences related to the work or Services described in the Scope of Services, and any other information which may be specific to the requirements. List projects to include staffing organization and management of the staff distribution of project assignments. Provide verification of the Vendor's ability to deliver the Services on time and on budget.

A list of past experience (extensive resume/s). Information should include:

- Examples of past café/restaurant experience or operations performed by the Vendor.
- Client Name, address, phone number
- Description of work
- Year the services were provided.

List all contracts which the Respondent has performed for the City of North Miami. The City Manager will review all contracts the Respondent has performed in the selection of Consultants and Contractors for future City Contracts. As such the Respondent must list and describe all work performed for the City of North Miami and include the name of the City Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number(s); the dates covering the term of the contract(s); and, the dollar value of the contract(s).

6. Proposed Approach and Methodology- 20 Points

Describe your firm's understanding of the following types of services and your firm's strengths in managing a café/restaurant facility.

7. PRICE PROPOSAL – 10 POINTS

The Respondent will be required to propose a monthly fee (minimum of $500 per month) and a percentage of sales fees to be paid to North Miami Public Library in response to this RFP. This portion of the Proposal will be taken into consideration when awarding this Solicitation to the Awarded Respondent. A total Price Solicitation (proposed "Contract Price") shall be submitted on the "PRICE PROPOSAL FORM. The firm submitting the highest monthly fee will receive all possible points for this category. All other respondents will receive points proportionate to the highest lump sum cost response (example: a fee that is 10% lower than the highest fee submitted will receive 10% lower points.

8. REFERENCES – 10 POINTS

Indicate at least three (3) clients with whom the City Manager may speak with during the evaluation phase. (**Form A-14)**

9. LOCAL BUSINESS PREFERENCE – 10 POINTS

The RFP is subject to section 7-151 of Ordinance 1244 which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses or businesses with a total workforce of 10% residing in the City of North Miami. To satisfy this requirement, the Vendor shall affirm in writing its compliance with either of the following objective criteria. Respondents may utilize ***Form A-3 Local Vendor Preference Certification.***

A local business shall be defined as:

a) A business that has a valid local business tax receipt, issued by City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased or:

b) A business that has a physical business address located within the limits of the City of North Miami from which the Vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; or

c) A business has at least ten percent (10%) of its total workforce residing in the City prior to the City's issuance of the solicitation for supplies or services.

10. Additional Information

Provide any additional information regarding the firms' capability to similar projects.

11. Insurance Requirements

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all requirements, or (2) issue a letter on the insurance agency's stationery stating that the Respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the City's requirements will be submitted before final execution or issuance of the contract. **(Form A-7)**

12. <u>RFP Forms</u>

All RFP forms pro provided in Section 5.0 must be completed (with all blanks filled in), executed and properly notarized. All Contract forms must be completed (with all blanks filled in), executed and properly notarized. The following forms must be submitted in the following order:

Respondent Registration (if not registered)
Form A-1 Public Entity Crimes Affidavit
Form A-2 Non-Collusive Proposal Certificate\
Form A-3 Local Preference Affidavit (optional)
Form A-5 Acknowledgement of Addenda *(if applicable, attach copies of addendum)*
Form A-6 Disclosure of Subcontractors & Suppliers *(if applicable)*
Form A-7 Insurance Requirements *(Provide copies of the required Insurance)*
Form A-14 References

All of our forms can now be found on our website at: http://www.northmiamifl.gov/departments/purchasing/forms.aspx

These forms are fill–in forms. Please ensure to include all applicable forms with your Proposal documents signed and notarized as required. Emailed forms will NOT be accepted.

In regards to "Form A-5 Acknowledgement of addenda", it is the sole responsibility of the Respondent to check the City's website for all applicable addenda issued at: http://www.northmiamifl.gov/docs/form_A5.pdf

Completed responses shall include all the above information including all required forms included with this RFP or RFP submittal may be rejected.

FAILURE TO SUBMIT ALL OF THE ABOVE REQUIRED DOCUMENTATION AND DOCUMENTED PROPERLY MAY DISQUALIFY RESPONDENT.

END OF SECTION

SECTION 6.0
ATTACHEMENTS, FORMS
& APPENDIX

Appendix A

COVER PAGE & CONTACT PERSON INFORMATION

LIBRARY CAFÉ SERVICES

RFP 24-03-15

Include this sheet as the very first page of your Proposal. Please complete the form in its entirety.

Legal Name of Proposer(s): _____

Doing Business As (DBA)
If applicable: _____

Federal Employee
Identification (FEIN) Number: _____

Mailing Address: _____

City, State, Zip Code: _____

Contact Name*: _____

Title: _____

Contact Email Address: _____

Contact Telephone Number: _____

Fax Number: _____

*The contact person indicated should be someone the City Manager may contact for any questions or provide any correspondence related to this Solicitation.

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge.

2. By submitting a Proposal, the Respondent certifies that the Respondent has fully read and understands the Proposal method and has full knowledge of the scope, nature, and quality of work to be performed.

3. Respondent, individual, partnership, corporation or association responding to this Solicitation certifies that all statements made in this document are true and correct to the best of their knowledge. Also the Respondent agrees to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Response.

4. Respondent understands and agrees to be bound by the conditions contained in this Solicitation and shall conform to all the requirements.

Name of Company: _____

Authorized Signature: _____

Title of Officer: _____

Appendix B
PRICE PROPOSAL FORM

CAFÉ SERVICES FOR NORTH MIAMI PUBLIC LIBRARY

RFP 24-03-15

The prices listed below shall include the total cost to complete the Services including but not limited to materials, labor, equipment, bonds, insurances, etc, as necessary to ensure proper delivery of Services and/or products requested by the City of North Miami.

[redacted]

Monthly Fee ($500 minimum) $_____

Monthly Percentage of Sales (2% minimum) _____%

Continuation of Appendix B Price Solicitation Form

1. I hereby certify that I am authorized to act on behalf of the Respondent, individual, partnership, corporation or association making this Proposal and that all statements made in this document are true and correct to the best of my knowledge. I agree to hold this offer open for a period of one hundred and eighty (180) days from the deadline for receipt of Proposals; or, if I am selected as the Top-Ranked Offeror, for such further period as is necessary for obtaining Contract signature and approval.

2. I understand and agree to be bound by the conditions contained in the Request for Proposal and shall conform to all requirements of the Request for Proposal.

_____
Company Name

_____ _____
Offeror Signature Date:

_____ _____
Name: (Please Print) Title:

Appendix C

PROPOSAL SUBMITTAL CHECKLIST

CAFÉ SERVICES FOR PUBLIC LIBRARY

RFP 24-03-15

This checklist is provided for Proposer's convenience only and identifies the sections of this submittal document to be completed and submitted with each response. Any Proposal received without any one or more of these sections may be rejected as being non-responsive. Please be advised that this checklist may not necessarily complete include all of the requirements listed throughout this Solicitation. It sets guidelines for consideration, and may be added to as the need arises.

Company Name: _____

Tab/Page No.	Section One Appendix Forms	OFFICE USE ONLY
	Appendix A: Cover Page/Information Sheet	
	Appendix B: Price Solicitation Form	
	Appendix C: Submittal Checklist	
Tab/Page No.	**Section Two Narrative Description**	**OFFICE USE ONLY**
	Cover Page	
	Table of Contents	
	Price Proposal	
	Business Structure	
	Qualifications of the Vendor	
	Experience of the Management/Vendor	
	Proposed Approach and Methodology	
	Price Proposal	
	References	
Tab/Page No.	**Section Three (3) City Contract Forms**	**OFFICE USE ONLY**
	A-1 Public Entity Crimes Affidavit	
	A-2 Non-Collusive Proposal Certificate	
	A-3 Local Preference Affidavit *(optional)*	
	A-5 Acknowledgement of Addenda	
	A-6 Disclosure of Subcontractors & Suppliers	
	A-7 General Insurance Requirements	
	A-14 References	

FOR PURCHASING OFFICE USE ONLY

☐ Responsive ☐ Non-Responsive ☐ Other: _____

Comment: _____