



DEPARTMENT OF
MILITARY AFFAIRS

Invitation to Negotiate
Dining/Catering Services
DMA-ITN-184

Contact Information

John D. Connor, Purchasing Director

John.D.Connor2.nfg@mail.mil (904) 823-0241

Erin Lewis, Purchasing Agent

Rannah.E.Lewis.nfg@mail.mil (904) 823-0403

82 Marine Street

St. Augustine, FL 32084

Fax No. (904) 823-0153

CALENDAR OF EVENTS

The following time schedule will be strictly adhered to in all actions relative to the ITN, unless modified by the Department by addendum to this ITN.

Date	Time	Action	Location
2/6/15	C.O.B.	ITN issued and advertised	MyFlorida.com web site, Vendor Bid System
2/18/15	10:00 AM	Mandatory Site Visit	Conference Center, BLDG 1515, Avenue A, 5629 State Road 16 W, Starke, FL 32091
2/20/15	2:00 PM	Deadline for written question submission. Questions may be submitted earlier.	Send to: John.D.Connor2.nfg@mail.mil and Rannah.E.Lewis.nfg@mail.mil or fax to (904) 823-0153
*2/20/15	C.O.B.	Anticipated date that questions and response will be posted on the vendor bid system.	MyFlorida.com web site, Vendor Bid System
*2/20/15	C.O.B.	Anticipated date that solicitation amendment may be posted as a result of questions submissions, omissions, changes or clarifications.	MyFlorida.com web site, Vendor Bid System
3/11/15	2:00 PM	All Proposals/Bids Due - Proposal/Bid Opening Note: Evaluator Instruction/Evaluation Process begin immediately following the opening.	Opening location will be at: Building #2067, 5629 State Road 16 West, Starke, Florida 32091-9703
*3/13/15	2:00 PM	Anticipated Posting of the Short list of Respondents	MyFlorida.com web site, Vendor Bid System
3/16/15-3/18/15	10:00AM-3:00 PM	Short list Management Team Oral Presentations	Conference Center, BLDG 1515, Avenue A, 5629 State Road 16 W, Starke, FL 32091
3/19/15-3/24/15	Scheduled Appointments	Negotiation Committee will view short list Presentations and begin negotiations.	Conference Center, BLDG 1515, Avenue A, 5629 State Road 16 W, Starke, FL 32091
3/25/15	10:00AM	Evaluation Committee meets to discuss best and final offers and determine award recommendation.	Conference Center, BLDG 1515, Avenue A, 5629 State Road 16 W, Starke, FL 32091
*3/26/15	C.O.B.	Anticipated Date of Posting Bid Tab & Notice of Intended Award	MyFlorida.com web site, Vendor Bid System

C.O.B –By Close of Business - **Bold Print indicates a meeting and all meetings in the calendar of events (which includes evaluator instructions) are open to the public.**

*** Note: Dates shown are estimates and are subject to change**



**Attachment M
Notice of Intent to Participate
Solicitation DMA-ITN-184**

Item(s) for BID Dining/Catering Service

Potential proposal/bidders should notify our office by returning this Bid Registration Form as soon as possible after downloading. Complete the information below and fax this sheet only to the Department of Military Affairs at (904) 823-0153 or mail to the address below:

**State of Florida
Department of Military Affairs
State Quartermaster – P&C
82 Marine Street
P. O. Box 1008
St. Augustine, Florida 32085-1008**

Note: Completion/Submission of this form is for informational purposes only. No information will be provided as a result of submission. All available documentation and solicitation information will be available on the Florida Vendor Bid System unless otherwise noted. The Solicitation document is subject to change. Notice of changes (addenda) will be posted on the Florida Vendor Bid System at www.myflorida.com. It is the responsibility of all potential proposal/bidders to monitor this site for any changing information prior to submitting your proposal/bid.

Company Name _____

Authorized Company Representative: _____

Mailing Address _____

Telephone No. _____ **Fax No.** _____

Email Address _____

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1.0 Invitation and General Information:

1.1 Invitation: Department of Military Affairs is soliciting proposals for a management service agreement to operate its dining/catering services within the Camp Blanding Conference Center located at the Camp Blanding Joint Training Center (CBJTC) in Starke, Florida. The agreement will be effective on April 1, 2015, and will include daily dining/buffet options as well as catering services on an as needed basis. It is our intent to grant the successful contractor exclusive rights to the operation of the dining services at this facility. Other food options exist at the CBJTC, there is a dining room provided for students of the Florida Youth Challenge Academy, a federally contracted dining facility at the Regional Training Institute (RTI), the Base Exchange (BX) sells snacks, coffee, drinks, microwave items, and sandwiches and the Mess America food truck.

DMA is seeking a company with an established record of providing high quality, innovative dining services. Companies should have the financial base to be able to provide substantial investment and commission funding to operate the DMA Dining Services. This is a revenue contract, rather than a purchase. DMA will not be paying a vendor for services; rather the vendor will pay the DMA a portion of all revenues and/or facility rent.

The services are expected to begin on or about April 1, 2015 for a contract period of five years ending on March 31, 2020.

Vendors submitting a proposal/bid must be registered in MyFloridaMarketPlace prior to contract award. (see **NEW REGISTRATION REQUIRED FOR FLORIDA VENDORS** section, 4.1). A vendor shall not be considered for an award if not registered in MyFloridaMarketPlace.

1.2 Purchasing Director: The Purchasing Director, acting on the behalf of the Department of Military Affairs, is the sole point of contact with regard to all procurement matters relating to the RFP, from the date of release until the Department's Notice of Agency Decision.

John Connor, Purchasing Director
Department of Military Affairs
State Quartermaster – P&C
82 Marine Street
St. Augustine, Florida 32084
Telephone No. (904) 823-0241 Fax No. (904) 823-0153
Email: John.D.Connor2.nfg@mail.mil

1.3 Contract Administrator: The DMA employee identified below is designated as Contract Administrator and shall act on behalf of the Department of Military Affairs for contractual matters and is responsible for maintaining a contract file, financial information and serves as a liaison with the contract managers.

Erin Lewis, Purchasing Agent, CPPB

Department of Military Affairs
State Quartermaster – P&C
82 Marine Street
St. Augustine, Florida 32084
Telephone No. (904) 823-0403 Fax No. (904) 823-0153
Email: Rannah.E.Lewis.nfg@mail.mil

1.4 Contract Manager: The DMA employee identified below is designated as Contract Manager and shall act on behalf of the Department of Military Affairs. The Contract Manager is responsible for enforcing performance of the contract terms and conditions and serves as a liaison with the contractor **after** the Notice of Agency Decision has been completed and the Contract is executed.

LTC Brian Fallon
Department of Military Affairs
5629 State Road 16 West
Starke, Florida 32091
Telephone No. (904) 682-3782
Email: brian.s.fallon.mil@mail.mil

2.0 General Conditions: General Instructions to Respondents (PUR1001)

This section explains the General Instructions to Respondents (PUR 1001) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return the document to the Department of Military Affairs.

<http://dms.myflorida.com/content/download/2934/11780>

Exception: Item 3 - DMA does not currently accept Electronic Submission of Responses.

Exception: Item 5 - Refer to Section 4.3

Exception: Item 7 – Refer to Section 4.5.3

3.0 General Conditions: General Contract Conditions (PUR 1000)

This section explains the General Contract Conditions (PUR 1000) of the solicitation process. This is a downloadable document. Please download and save this document to your computer for further review. There is no need to return this document to the Department of Military Affairs.

<http://dms.myflorida.com/content/download/2933/11777>

4.0 SPECIAL CONDITIONS

4.1 MyFloridaMarketPlace

Since July 1, 2003, the Department has been using the State of Florida's web-based electronic procurement system, MyFloridaMarketPlace. **BIDDERS MUST BE REGISTERED IN THE STATE OF FLORIDA'S MYFLORIDAMARKETPLACE SYSTEM BY DATE OF**

CONTRACT AWARD OR THEY WILL BE CONSIDERED NON-RESPONSIVE. All prospective bidders that are not registered should go to <https://vendor.myfloridamarketplace.com> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

4.2 Minority Business Enterprise (MBE) Utilization

DMA encourages the recruitment and utilization of certified and non-certified minority businesses. DMA, its vendors, suppliers, and consultants should take all necessary and reasonable steps to ensure that minority businesses have the opportunity to compete for and perform contract work for the DMA in a nondiscriminatory environment.

To request certification or to locate certified MBEs, call the Office of Supplier Diversity, Department of Management Services at (850) 487-0915, or access their MBE directory on the Internet at www.osd.dms.state.fl.us.

4.3 Communications, Solicitation Questions and Answers

No negotiations, decisions or actions shall be initiated or executed by a vendor as a result of any discussion with any State employee. Only those communications that are in writing from the office of Purchasing & Contracts may be considered as duly authorized expressions on behalf of this Department. The only recognized exception is that questions will be answered during Mandatory Site Visits or Briefings.

Any questions arising from this ITN must be forwarded, in writing, to the procurement officials designated in Sections 1.2 and 1.3 above. DMA's written response to written inquiries submitted timely by bidders will be posted on the Florida Vendor Bid System at www.myflorida.com (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", then click on "Search Advertisements"), under this bid number. It is the responsibility of all potential bidders/proposers to monitor this site for any changing information prior to submitting their bid/proposal.

Only written inquiries from vendors, which are signed by persons authorized to contractually bind that company, will be recognized by the Department as duly authorized expressions on behalf of the vendor.

4.4 Estimated Expenditures

This is a revenue contract, rather than a purchase. DMA will not be paying a vendor for services; rather the vendor will pay the DMA a portion of revenues and/or rent.

4.5 Qualifications

4.5.1 General: The Vendor must prove to the satisfaction of DMA that their company has actively and normally been engaged in business for the services/items being procured under this solicitation for at least three (3) years of continuous operation. **(This shall be**

demonstrated through references which have been in place at least one (1) continuous year). The Bidder/Proposer shall have available under their direct supervision, the necessary organization, experience, equipment and staff to properly fulfill all the conditions, requirements, and specifications required under this solicitation.

4.5.2 Vendor Qualifications: When submitting the proposal, each respondent must submit a written statement, detailing their qualifications that demonstrate they meet the minimum qualifications contained in 4.5.1. Failure by the bidder/proposer to provide the above item(s) will constitute a non-responsive determination. Bids/Proposals found to be non-responsive will not be considered. Attachment D is provided for your convenience and may be used as part of your bid/proposal. This form is not required for an ITN as it may not offer sufficient space for the detail required. However, submission of the form may assist in the initial review (See 4.13) in determining that the requirements of 4.5.1 have been met.

4.5.3 Convicted Vendors: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract threshold amount provided in Florida Statute 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

4.5.4 Authorized to do Business in the State of Florida: In accordance with sections 607.1501, 608.501, and 620.169, Florida Statutes, foreign corporations, foreign limited liability companies, and foreign limited partnerships must be authorized to do business in the State of Florida. Such authorization should be obtained by the bid due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For authorization, contact:

Florida Department of State
Tallahassee, Florida 32399
(850) 245-6051

4.5.5 License to conduct services in the State of Florida: If the services being provided require that individuals be licensed by the Department of Business and Professional Regulation, such licenses should be obtained by the bid/proposal due date and time, but in any case, must be obtained prior to posting of the intended award of the contract. For licensing, contact:

Florida Department of Business and Professional Regulation
Tallahassee, Florida 32399-0797
(850) 487-1395

4.6 Department Reservations and Responsiveness of Bids/Proposals

4.6.1 Valid Proposal: A responsive offer in full compliance with the Invitation to Negotiate specifications and conditions by a responsible person or firm. The responsiveness of a bid/proposal shall be determined based on the documents submitted with the proposal. Vendors shall submit the original and four (4) copies of the bid/proposal. The responsiveness of the bid/proposal is the responsibility of the Offeror and will be determined during the evaluation process.

- a. Responsive offer means a person or firm that has submitted a bid/proposal and that conforms in all material respects to the Intent to Negotiate.
- b. Responsible or qualified Offeror means a person or firm with the capability in all respects to perform fully the Contract requirements and the integrity and reliability to assure good faith performance. Failure to provide information to determine responsibility in response to a condition of a bid/proposal requiring information may be cause for such bid/proposal to be rejected.

4.6.2 General Reservations: The bidder should make sure that the bid package submitted is complete and accurate and ensure delivery on or before the bid opening time and date specified in this solicitation. It is understood that the bid/proposal will become a part of DMA's official file, without obligation to DMA. DMA reserves the right to accept or reject any or all bids/proposals received and reserves the right to make an award without further discussion of the bids submitted.

4.6.2.1 Additional Reservations:

- a. Waive minor informalities and any minor irregularities in any Response or responses received. A minor irregularity is a variation from the ITN which does not affect the financials of the Response, or give one Respondent an advantage or benefit not enjoyed by other Respondents, or substantively change the requirements and/or specifications of this ITN, or adversely impact the interest of DMA. Waivers, when granted, shall in no way modify the ITN requirements or excuse the Respondent from full compliance with the ITN specifications and other contract requirements if the Respondent is awarded the contract.
- b. Reject any or all Responses, or any portion of any Responses.
- c. Conduct discussions with, and negotiate the Best and Final Offers obtained from, responsible Respondents determined by DMA to have a possibility of being selected for award.
- d. Negotiate changes in the scope of work or services to be provided.
- e. Withhold the award of Contract.
- f. Select the Respondent it deems to be most qualified to fulfill the needs of the DMA. The Respondent with the highest proposed income may not necessarily be the one most qualified, since a number of factors other than cost are considered in the determination of the most acceptable Response.

g. We reserve the right to negotiate both concurrently and separately with short list Respondents.

4.6.3 Responsiveness of Bids: Proposals/bids will not be considered if not received by DMA on or before the date and time specified as the due date for submission. All proposals/bids must be typed or printed in ink. Offers by facsimile or telephone are not acceptable. A responsive proposal/bid is an offer to perform the scope of services called for in this ITN in accordance with all requirements of this ITN. Proposals/bids found to be non-responsive will not be considered. Proposals/bids may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal/bid may be found to be irregular or non-responsive by reasons that include, but are not limited to, failure to utilize or complete prescribed forms, modifying the bid requirements, submitting conditional bids or incomplete bids, submitting indefinite or ambiguous bids, or executing forms or the bid sheet with improper and/or undated signatures. Please refer to the last page of Attachment F for additional information regarding the review and evaluation process.

4.6.4 Other Conditions: Other conditions which may cause rejection of bids/proposals include, evidence of collusion among bidders, obvious lack of experience or expertise to perform the required work, failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects.

4.6.4.1 Conflict of Interest: This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the DMA. Respondents shall also disclose the name of any employee who owns, directly or indirectly, an interest of five percent (5%) or more in the proposing vendor's company or its affiliates.

4.6.4.2 ITN Confidentiality: From the date of issuance of this ITN, until a proposal is made, the Respondent **must not** make available or discuss its proposal, or any part thereof, with any employee or agent of DMA, unless permitted by the Director of Procurement, in writing, for purposes of clarification only or as otherwise set forth herein.

4.7 Vendor's Contractual Obligations

The Vendor will be required to ensure that each individual, partnership, firm, corporation or subcontractor that performs on this contract, will be subject to, and comply with, the contractual requirements.

4.7.1 Employment Eligibility Verification: Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires contracts to expressly require that Vendor utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Vendor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Vendor to perform work pursuant to this Contract, i.e., the Vendor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

Compliance with the requirements of this section is required prior to commencing performance under any Contract issued as a result of this solicitation.

4.7.2 Unauthorized Aliens: The employment of unauthorized aliens by any contractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act (8 U.S.C. 1324a). If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.

4.7.3 Vendor Certification Regarding Scrutinized Companies: Section 287.135, Florida Statutes prohibits agencies from contracting with companies, for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Section List. Both lists are created pursuant to section 215.473 Florida Statutes. The lists are updated quarterly and can be viewed at <http://www.sbafla.com/fsb/Default.aspx?tabid=751>.

4.7.4 Liability Insurance: The Vendor shall not commence any work until they have obtained the following types of insurance. Nor shall the Vendor allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been so obtained. The Vendor shall submit the required Certificates of Insurance to the **Florida Department of Military Affairs, Procurement Office, Attention: John Connor, 82 Marine Street, St. Augustine, Florida 32084** within ten (10) days after the ending date of the period for posting the intended award decision.

The successful Respondent shall be required to furnish a public liability policy of insurance protecting the public against bodily injury and property damage, worker's compensation coverage and commercial blanket bond in accordance with the following schedule and conditions:

<i>Coverage</i>	<i>Minimum Limits of Liability</i>
A. Bodily Injury Liability	\$1,000,000 each accident
B. Property Damage Liability (other than automobile)	\$1,000,000 aggregate operations \$1,000,000 aggregate protective
C. Worker's Compensation	Limit of liability as provided by Worker's

Compensation Law, State of Florida

D. Commercial Auto Liability	\$1,000,000 combined single limit
E. Commercial Blanket Bond	\$500,000
F. Fidelity Bond	\$500,000 per claim

The public liability policy shall be properly endorsed with the “Hold Harmless Agreement” to save DMA, State officials and employees harmless and to indemnify DMA for any claim or liability to benefits under the Worker’s Compensation Law of Florida (Chapter 440, Florida Statutes) occasioned by an accidental injury.

The contractor shall secure and maintain during the life of this agreement, Worker’s Compensation Insurance for all his employees connected with the work of this project and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all the latter’s employees unless such insurance shall comply fully with the Florida Worker’s Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under Worker’s Compensation statute, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the purchaser, for protection of his employees not otherwise protected. If there is an instance where the Contractor is subcontracting the required services with a vendor who is not required by Florida Statute to cover their employees by Worker’s Compensation, the Contractor must obtain prior approval of the subcontractor by the DMA.

Such policy or policies of insurance shall contain an endorsement giving the DMA Purchasing Department thirty (30) days written notice in advance of any material alteration or cancellation of the policy. Such policy or policies should contain a 3rd party rider showing the DMA as additional named insured.

All insurance policies shall be with insurers qualified and licensed to do business in the state of Florida. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to DMA.

DMA shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Vendor or subcontractor providing such insurance.

4.8 Costs Incurred in Responding

This Intent to Negotiate does not commit DMA or any other public agency to pay any costs incurred by the bidder in the submission of a bid or to make necessary studies or designs for the preparation thereof, nor to procure or contract for any articles or services.

4.9 Bid/Proposal Submission

4.9.1 GENERAL

Sealed Proposals/bids will be received until (2:00 PM), local time, on March 11, 2015.

Proposals/bids received after that time and date will not be considered. By submitting a proposal/bid, the vendor represents that it understands and accepts the terms and conditions to be met and the character, quality and scope of services to be provided. The bidder/proposer must use the attached "Bid Sheet" to submit their Proposal/bid. All proposals/bids and associated forms must be signed and dated in ink by a duly authorized representative of the vendor. Each vendor must fully acquaint themselves with the conditions relating to the performance of services under the conditions of this solicitation. The Vendor shall submit the original and four (4) copies of the bid/proposal. The ITN number, opening date and time should appear on the envelope of the proposal/bid. DMA does not currently accept electronic submissions. The evaluation process will begin immediately following the bid opening.

4.9.2 Mail or Deliver Sealed Proposals/Bids to: (DO NOT FAX)

Florida Department of Military Affairs
Attention: Donna Brantley
5629 State Road 16 West, #2067
Starke, Florida 32091-9703

4.9.3 Modifications, Re-submittal and Withdrawal

Vendors may modify submitted proposals/bids at any time prior to the due date. Requests for modification of a submitted proposal/bid shall be in writing and must be signed by an authorized signatory of the vendor. Upon receipt and acceptance of such a request, the entire proposal/bid will be returned to the vendor and not considered unless resubmitted by the due date and time. Vendors may also send a change in a sealed envelope to be opened at the same time as the bid. The ITN number, opening date and time should appear on the envelope of the modified proposal/bid.

4.9.4 Attachment to ITN Submittal – Confidential Material

The Vendor must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Request for Proposal, Number DMA-ITN -184- Confidential Material". The Vendor must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Vendor asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Vendor upon submission, effective after opening.

4.10 Bid/Proposal Opening

The sealed bids/proposals will be opened by the DMA's Procurement Office personnel at Building #2067, 5629 State Road 16 West, Starke, Florida 32091 on March 11, 2015 at 2:00 PM. The names and addresses of all respondents will be read at the opening. DMA has chosen not to announce prices or release other materials pursuant to FS 119.071(1)(b). All bid openings are open to the public, if you plan on attending the opening, please plan accordingly as it may take a few minutes to clear the main gate.

4.11 Review, Evaluation and Negotiation Process

4.11.1 Review Process: DMA will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this ITN in compliance with the due dates specified in the Timeline. Any proposal identified during the Purchasing Office’s review process as failing to meet mandatory responsiveness requirements of Section 4.5.1 and submission of the fully executed and completed mandatory forms will **not** be evaluated.

This section provides an overview of the proposal review and evaluation process. Items 1-4 will begin on the date and time specified in the Timeline, the evaluation of proposals may last for several days,

No.	Process	Conducted By
1	Public Opening of Proposal Submissions	Purchasing Office Staff
2	Review of Mandatory Responsiveness Requirements of Proposal Submissions	Purchasing Office Staff
3	Instructions are provided to the Evaluating Team	Purchasing Office Staff
4	Evaluation of Proposal Submissions Begins	Evaluation Team
5	Evaluation of Financial Documents submitted	Finance & Accounting Staff
6	Tabulation of Evaluating Team Scores	Purchasing Office Staff
7	Ranking of Proposals – Short List – Posting of Short List	Purchasing Office Staff
8	Oral Presentations/Clarifications	Purchasing Office Staff & Evaluation Team
9	Negotiations will be conducted and Best & Final Offers Requested and Reviewed.	Negotiation Team
10	Posting of Bid Tabulation and Notice of Agency Decision	Purchasing Office Staff

4.11.2 Evaluation Process: The DMA must be satisfied that the successful Respondent has the necessary expertise, experience and resource capabilities to satisfactorily perform the required services. An award will be made to a responsible respondent whose response, conforms to the ITN, and is determined to be the most advantageous to the state, price and other factors considered.

An Evaluation Committee hereinafter referred to as the “Committee”, will be appointed to review and evaluate each response submitted to this Invitation to Negotiate (ITN). Responses will be evaluated by the Committee to determine a short list of companies whose written response best meet the evaluation criteria in this ITN. Those selected for the short list will continue in the evaluation process, which may involve site visits, food sampling, company presentations, company management team interviews, negotiations and evaluation of the company’s best and final offer. Any response that does not provide complete, accurate, and detailed answers to each question, or which indicates the company prefers to defer providing complete details until a later stage in the process, may be declared non-responsive, and rejected without further evaluation.

The Purchasing office staff will distribute a copy of the responses to each member of the Committee. The Committee members will independently base their evaluation of each response on the criteria stated herein.

4.11.2.1 Oral Presentations: After responses have been opened, a limited number of Respondents may be requested to make an oral presentation or provide written clarifications. Such presentations or clarifications will provide an opportunity for the Respondent to clarify their response. Respondents will not be allowed to change their initial responses. Oral presentations may be recorded, and both recorded oral presentations and written clarifications will be affixed to the Respondent's original submission and become a part of the response. Procurement Office staff will initiate and schedule a time and location for any presentations that may be required.

4.11.3 Negotiation Process: The ITN process is a flexible procurement process that is used when highly specialized services are required. Negotiations offer an opportunity for selected Respondent(s) to discuss their responses with an Evaluation Committee and/or a Negotiation Committee and present a best and final Offer (BAFO) that may lead to a negotiated agreement. The goal of this comprehensive process is for identification of the optimal outcome or the solution that best meets the needs of the DMA.

4.11.3.1 Negotiation with Respondents: To establish a Short List of Respondents, submitted responses will be evaluated, presentations may be requested, and references may be verified and reviewed. DMA will compare the responses according to the Evaluation Criteria defined in Section 6.0.

The short list respondents will be invited to continue in the negotiation process. Negotiations offer an opportunity for the selected respondents to discuss their offers and responses in further detail with the negotiating committee. This allows the DMA to secure services which best meet its needs, at a highly competitive and favorable cost.

DMA has the right to enter into negotiations with one or multiple Respondents that appear to have submitted response(s) that best meet the needs and requirements. The DMA reserves the right to negotiate concurrently or separately with short list Respondents. The DMA reserves the right to accept portions of a competing Respondent's offering and merge such portions into one project, including contracting with the entities offering such portions. The negotiations could include but are not limited to price, offering and the terms and conditions of this ITN.

At the conclusion of this negotiation process, each of the respondents may be asked to submit a written best and final offer, to memorialize all agreements reached during negotiations and to extend additional benefits to the State, if desired. Invitation to submit a best and final offer is not automatic. After this negotiation a final Contractor may be selected.

4.12 Posting of Intended Award

4.12.1 General

DMA's decision will be posted on the Florida Vendor Bid System at www.myflorida.com, (click on "BUSINESS", click on "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", on or about March 26, 2015 and will remain posted for a period of seventy two (72) hours. Any bidder who is adversely affected by the DMA's recommended award or intended decision must file protest in accordance with Florida Statute Section 120.57(3).

4.12.2 Inability to Post

If DMA is unable to post as defined above, DMA will notify all bidders by electronic notification on the Florida Vendor Bid System, by mail, and/or by fax.

4.12.3 Request to Withdraw Bid

Requests for withdrawal will be considered if received by DMA, in writing, within seventy two (72) hours after the bid opening time and date. Requests received in accordance with this provision will be granted by the Department upon proof of the impossibility to perform based upon obvious error on the part of the bidder. Bidders that do not withdraw as stated above will forfeit their bid bond, if applicable.

4.13 Award of the Contract

The DMA reserves the right to award the contract to the responsible respondent submitting a responsive proposal based on the criteria listed in Section 6.0, and in the best interest of the State. Services will be authorized to begin when the Vendor receives a written document incorporating the terms and conditions of the solicitation, the vendor's proposal/bid indicating the encumbrance of funds and award of the contract. There is no obligation on the part of the DMA to make an award as a result of this ITN.

5.0 Statement of Work

5.1 Introduction

The Contractor shall provide full Food Management Services for the operation of its dining/catering services within the Camp Blanding Conference Center located at the Camp Blanding Joint Training Center (CBJTC) in Starke, Florida. The Contractor shall have exclusive rights to the operation of the dining services section at this facility. The conference room section may entertain catering options from the Contractor or from outside sources. The Conference Room and Bar will be managed by DMA/NAF Recreation Department staff. Outside sources will not have access to the Contractor kitchen. Please note that other food options exist within the CBJTC site; there is a dining room provided for students of the Florida Youth Challenge Academy, a federally contracted dining facility at the Regional Training Institute (RTI), the Base Exchange (BX) has snacks, coffee, drinks, microwave items, and sandwiches available and the Mess America food truck. Excluding the BX and the Mess America food truck the other identified food options have participant restrictions that prohibit open use. CBJTC reserves the right to bring on other food services in the future.

The Contractor shall ensure that the facility is fully operational within the agreed upon timeframes (breakfast, lunch, and dinner, seven days a week) offering quality food with a variety of choices at a reasonable price and value. The Contractor shall provide good customer service, while demonstrating the ability to replace and/or rotate food concepts in a timely manner to keep the food service fresh, up-to-date, and to reflect customer preferences.

The Contractor will be proactive, innovative and creative in providing methods for identifying, renovating, and maintaining an attractive food service facility. The Contractor will be expected to contribute design services for the facility, and/or possibly a financial contribution for food service facility renovations/new additions.

5.2 Scope of Work

The Contractor shall provide full restaurant type services, with unrestricted use to customers, i.e. civilians, military personnel, guests and contractors. CBJTC is a military installation and does have access restrictions which can vary depending on tightened security levels. Also, in the event of a state activation for Defense Support of Civil Authorities (DSCA) (i.e. hurricane, forest fires, etc.) the Contractor may be called upon to stay open beyond normal business hours and be prepared for a surge of customers.

Meal Plans

The Contractor will provide a variety of meal options to meet the needs of its customers. The options should offer the customers flexible food choices and payment options (cash, credit, and debit). Customers should have several choices with a variety of pricing levels and/or the flexibility to choose complete meals, al carte items, sandwiches, etc. The Contractor will have the flexibility to purchase food without source or menu restrictions. The Contractor may be called upon to provide special menus for specific contracted groups during the life of the contract.

Catering

The Contractor shall provide quality catering services for a variety of events. Services should include event planning and coordination as well as a variety of menu choices at competitive pricing. The Contractor may be requested to transport food and equipment to desired locations. The facility may be rented out for special events such as weddings, parties, etc. Bar options may be made available in cooperation with the DMA/NAF Recreation Department staff.

Staffing

The Contractor shall provide all staff necessary to fulfill the obligations of this contract. The Contractor's employees shall be properly dressed presenting a clean neat and orderly appearance. The Contractor's employees shall wear identifying uniforms and/or name tags at all times.

5.3 MANDATORY ON-SITE INSPECTION

There will be a mandatory on-site inspection visit for all prospective bidders. The on-site inspection will be held on **February 18, 2015 at 10:00 AM EST**, at the Camp Blanding Conference Center, **Bldg #3717**, 5629 State Road 16 West, Starke, Florida and will be

conducted by LTC Brian Fallon or his designee. The prospective bidder shall visit the site for work to become familiar with the site conditions in which in any manner affects the work to be done or affects the equipment, material, labor and services required. Directions may be obtained by contacting BJ Warwick via email at Bennie.J.Warwick.nfg@mail.mil or by calling at (904) 682-3418. Failure to attend the mandatory on-site inspection and complete the on-site inspection form shall preclude a prospective bidder from submitting a bid for this solicitation.

LTC Fallon or his designee will NOT answer any questions pertaining to this solicitation. Questions resulting from the site visit and verbal service descriptions will be addressed at the site visit. Any questions from vendors concerning this solicitation shall be submitted in writing, identifying the submitter, to John Connor and Erin Lewis at the address specified in Sections 1.3/1.4 above or by email to John.D.Connor2.nfg@mail.mil, Rannah.E.Lewis.nfg@mail.mil by facsimile to (904) 823-0153 by 2:00 PM EST on February 20, 2015. Email inquiries are preferred; however a hard copy or facsimile is acceptable. All questions and/or changes to the solicitation will be posted on DMS Vendor Bid System (VBS). It is the prospective vendor's responsibility to periodically check the VBS. DMA bears no responsibility for any delays, or resulting impacts, associated with a prospective vendor's failure to obtain the information made available through the DMS Vendor Bid System.

INFORMATION WILL NOT BE PROVIDED BY TELEPHONE. Any information received via telephone shall not be binding on DMA and shall not be relied upon by any prospective bidder.

Failure by a bidder to attend or be represented at this scheduled site visit will constitute a non-responsive determination to their bid package. Bids found to be non-responsive will not be considered.

5.4 Contractor Responsibilities

The contractor shall provide full management services for the restaurant section of the Conference Center. This shall include at a minimum employees, equipment and facility maintenance, menu planning and catering. The contractor retains exclusive access to the kitchen at all times; however, the facility may be inspected at anytime by Military Occupational Health Inspector and/or other staff identified or directed by the State Quarter Master. The Contractor is encouraged to market its service availability within the restaurant section of the Conference Center in accordance with terms and conditions of Section 5.8.2 below.

5.4.1 Employees

The Contractor shall provide all staffing necessary to fulfill the requirements of the food service facility operation. All Contractor employees shall wear identifying uniforms and/or name tags at all times. Uniforms and/or clothing shall present a neat and orderly appearance. As part of that staffing, the contractor shall provide a designated Food Service Manager with

the authority to communicate directly with the DMA contract manager or his/her designated representative with the authority to make immediate decisions regarding facility operations and/or employees. DMA shall have influence or direction involving the Contractor employees assigned to this facility based on the following guidelines:

A. Food Service Manager

DMA reserves the right to be involved in the interviewing and selection of the Food Service manager. The final selection for Food Service manager must be approved by DMA, and such approval shall not be unreasonably withheld.

B. Removal of Personnel

DMA reserves the right to request the removal of any Contractor personnel whom DMA identifies as not adequately qualified to perform the work or who has been identified as not adhering to appropriate site protocol. The Contractor must replace any employee determined by the DMA to be unsuitable for employment.

C. Qualified Staff

The Contractor shall maintain a staff of capable employees thoroughly trained and qualified in the work assigned to them. There shall be sufficient numbers employed to efficiently operate dining services necessary to ensure appropriate levels of customer service. Personnel policies and manuals shall be consistent with federal and state laws and DMA/CBJTC directives. All employees must be verified by the Contractor to ensure their compliance with immigration and nationality acts and homeland security requirements. Evidence of stated qualifications for the Contractor's employees should be made available to the DMA upon request.

D. Facility Maintenance

The Contractor shall ensure that the facility is maintained in a clean and sanitized condition. This includes the kitchen area, walk-in coolers, walk-in freezer, supply rooms, kitchen office, designated dining area and restrooms.

E. DMA Property

DMA shall provide building space, some kitchen equipment and some kitchen supplies. The Contractor shall ensure that the property is maintained correctly and in good working order. Any damage to property or kitchen equipment/supplies deemed the responsibility of the contractor; his employees or his customers will be repaired or replaced in a timely manner by the Contractor at his expense. In the event the repairs are not completed within a timely manner, DMA will have the authority to make the repair and charge it to the Contractor. Any identified damage determined not to be the responsibility of the Contractor will be repaired by DMA at DMA's expense as quickly as possible with as little disruption as possible to the Contractor.

5.4.2 Financial Requirements

A. Financial Responsibility

The Contractor shall have complete responsibility for the financial administration of the Food Service/Catering Operations as well as costs for utilities and services (unless otherwise

negotiated as part of rental/lease fee) and Contractor incurred costs, i.e. grease trap and hood maintenance, equipment repair, linen costs, replacement of any DMA provided supplies or equipment lost or damaged, and the cost of any additional equipment required.

B. Operating Statement and Payment

Within thirty (30) days following the last day of each monthly accounting period, the Contractor shall submit a detailed operating statement, indicating gross sales and net sales by unit for the preceding month along with a check for the agreed upon percentages of sales commission and/or rental fees.

C. Capital Investments

Contractor is responsible for the capital investment required to design/build out all current and expansion space, to include permits or signage necessary during the design/built out period.

Any capital investments proposed by the Contractor shall become the property of the DMA at the end of the amortization period. The Contractor shall present detailed descriptions and drawings for the design of current Food Service operations space and future expansion to the CBJTC Facilities Manager for approval. Also include in this section how projected growth will affect the Capital Investment.

D. Permits, Licenses, Taxes

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments under which this contract is performed. The Contractor is responsible for any and all taxes and assessments arising out of the operation of the Dining Services including, but not limited to, payroll taxes, personal property taxes, franchise taxes, sales and use taxes and income taxes.

5.5 DMA Contract Manager Responsibilities

The Contract Manager, or his designee, will be the primary point of communication with the Contractor to coordinate and implement activities involving the conference center.

The Contract Manager, or his designee, will provide a list of all materials, supplies and equipment available within the facility available to the contractor. The Contractor will be authorized full use of those provided items and upon contract completion and/or cancellation shall ensure that all provided items are returned to DMA in good and working condition (if applicable).

The Contract Manager, or his designee, will maintain the list of contractor provided inventory and ensure that the facility and items provided are maintained in good condition. The Contract Manager, or his designee, shall conduct periodic inspections to ensure that the Contractor is maintaining the facility, equipment and supplied items in satisfactory condition. These inspections will be coordinated with the Contractor as much as possible but may be spontaneous if irregularities are observed and/or reported.

The Contract Manager, or his designee, will monitor contractor performance. This is not to be misconstrued as contract worker performance. This will include ensuring that the Contractor is providing the food service required to offer satisfactory options to the customers at reasonable rates. During the term of the contract, this area of contract monitoring may result in menu choice changes, as well as changes service times and levels.

The Contract Manager reserves the right to have contract workers relieved of further service under this contract at the discretion of DMA for incompatibility with duty or assignment. No other reason need be given.

5.6 Performance and Consequences

The Contractor will provide a company Point of Contact (POC) to ensure effective communications with the DMA Contract Manager or his designee. This information shall include a name, business telephone number, cell phone number, if applicable, and an email address.

The Contract Manager or his designee may conduct random inquiries of the facility customers to determine overall satisfaction. The Contract Manager may make recommendations to the Contractor based on those inquiries. In the event major issues are identified (i.e. unacceptable food quality, unavailability of service during agreed upon operational hours, etc.) the Contractor shall be given a specified time frame to correct the issue. Depending on the severity of the issue the facility may be closed immediately until corrected and/or the Contractor may be given up to a maximum of up ten (10) days to resolve the issue. The Contract Manager will have sole authority in determining the number of days authorized to correct the issue. In the event the issue is not resolved within the specified time period, the contractor may be assessed a penalty of \$100 per day beginning the first day after the designated time frame until resolved or may result in contract termination. All notices provided as a result of this subsection will be provided in writing.

The Contract Manager or his designee will make announced and unannounced inspections to ensure that the occupied facility/space is maintained in accordance with applicable regulations and safety codes. In the event unacceptable conditions are identified during the inspection, the facility may be closed until the problems have been corrected.

5.7 Payment

The contractor shall submit monthly payments in accordance with the agreed upon requirements. The invoices shall contain the Contract number, ITN number, Project number and the appropriate vendor identification number. Agreed upon rental rates will be due on the first day of each month, late fees will be applied on a daily basis after the fifteenth day of the month. The daily late fee amount will be an additional one percent of the rental fee applied daily until paid. Profit percentages agreed upon will be due and payable on the fifteenth of each month unless otherwise agreed. Late fees will accrue at an additional one percent of the monthly calculated profit applied daily until paid.

The Florida Department of Financial Services (DFS) requires all vendors that do business with the state to submit an electronic Substitute Form W-9. Vendors must submit their W-9 forms electronically at <https://flvendor.myfloridacfo.com> to receive payments from the state. Contact the DFS Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com with any questions.

5.8 Special Considerations

5.8.1 The Contractor shall, without additional expense to DMA, be responsible for obtaining any necessary licenses and permits and for complying with any Federal, State and local laws, codes and regulations applicable to the performance of this work. Copies of permits and/or licenses will be furnished to the Project Manager within 30 days of issuance.

5.8.2 All submittals, meeting minutes, correspondence, and reports are to be held in the strictest confidence. The release of information (written, electronic, or verbal) pertaining to any aspect of the facility is not to be released to the public or any other Government entity without written permission from the DMA Contract Manager, Contract Administrator or Legal Representative. This includes advertising materials.

5.8.3 Security Requirements:

CBJTC has 24-hour security and entry control procedures. Contractors will be briefed on an as needed basis concerning traffic routing and work site security restrictions. Access Control Rosters for contractors are required and will be obtained prior to the contractor's initial service date. The names of all the contractor's employees who will be working at the facility will be listed on the document, which shall be printed on the contractor's Company letterhead and submitted to the Provost Marshal, or his representative, at the Provost Marshal's Office which is located inside the Welcome Center at the Main Gate of the facility. Access Control Rosters are approved by the Provost Marshal. Due to tightened security measures, submit a copy of the vehicle registration and proof of insurance for each vehicle that will be on facility, and also a copy of each individual's driver's license. These are required prior to beginning any type of contracted work.

PERFORMANCE OF SERVICES DURING CRISIS DECLARED BY THE NATIONAL COMMAND AUTHORITY OR OVERSEAS COMBATANT COMMANDER:

Due to the instability of world events, there may be times during the performance period of this contract that the contractor might be asked to leave the base during higher threat conditions.

6.0 Bid Submittal and Point Factors for Evaluation

Replies should be prepared simply and economically, providing a straightforward, concise description of the Vendor's ability to provide the services described in this solicitation. When responding to specific questions, it is recommended that vendors reprint each question in its entirety before the response. Failure to provide written responses to items indicated in the ITN will be interpreted as an inability by the responder to provide the requested service

and may result in the rejection of the response. Replies shall be bound with a durable cover, include a cover letter and consist of the sections as listed below:

6.1 Document Submission

Responses to this ITN shall be submitted in the following order and shall include the information as listed:

Tab 1 Cover Letter, Executive Summary and Required Forms

A. The letter shall be on the letter head of the entity submitting the response. Shall be addressed to the Purchasing Director and must be dated and signed by an individual who has the authority to bind the Respondent. The letter shall also identify a contact name(s) and titles of the individual(s) responsible for the company's proposal and negotiation during this ITN process.

B. Provide an executive summary written in non-technical language that summarizes the vendor's overall capabilities and approaches for accomplishing the services specified herein. The summary should include a brief statement of the vendor's understanding of the services required by the ITN. Vendors are encouraged to limit the summary to no more than three (3) pages.

C. Complete and sign Attachment A, Acknowledgment

D. References: Complete Attachment B as detailed in Section 6.4.

E. Drug Free Workplace: Complete and Sign Attachment C as detailed in Section 6.5.

F. Vendor Certifications: Complete and Sign Attachment E as detailed in Section 6.6.

G. Cross Reference Table: Complete and Sign Attachment F as detailed in Section 6.7.

Tab 2 - Qualifications

The DMA will take into account the capabilities of Contractors to serve the needs of the facility as described in the specifications, by considering the size, scope and nature of the responder's overall operation and prior responsible experience in comparable situations. To this end, each respondent shall furnish as part of its response a complete description of capabilities in the field of Food Service Operations Management and shall include the following:

A. Profile: Describe the company's organization and general background.

B. History and Experience: Describe any other similar involvement in which services proposed in the reply were delivered to other customers. Cite any important similarities or differences. This information should also include the number of customers served and

whether menus and dietary plans are mandated or voluntary. In addition, please provide a list of all the respondent's previous sites that canceled or did not renew within the last five years. This should include the name, address, telephone and email of the client.

C. Ability to Provide Services: Provide a detailed description of the vendor's ability to provide the services DMA desires. If multiple individuals will be involved, include specific detail regarding each individual and his or her relevant tasks. Describe and document your company's total current and planned staff for providing this program. Submit your planned quality control and cleanliness standards to be implemented and used.

D. Other Information: Describe other relevant work experience. If applicable please provide a listing of all the company's current operational sites. This should include the name, address, telephone and email of the client contact.

Tab 3 - Financial Stability

A. Provide information detailing the company's current financial position as well as the financial position of any related companies.

There are three basic parts to a financial statement:

a) Balance Sheet; b) Income Statement; and c) Cash flow Statement

The information shall include the financial statements for the last three years that are reviewed or compiled in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants.

- Reviewed statements will also have been prepared by a CPA. The auditor will issue a report providing limited assurance that they are found to be accurate, complete and fairly presented to meet GAAP requirements.
- Compiled Statements may be prepared by a non-certified accountant. The accountant will compile the information supplied by the client into a proper financial presentation. The organization, not the accountant, is responsible for the accuracy and completeness of the documents. No opinion or assurance is expressed in the report, by the accountant.

B. Provide a Financial Plan that clearly outlines the investment by the company and the planned commission percentage and/or rent payment to DMA over the next five years.

Tab 3 Meal Plans and Sample Menus

Submit proposed meal plans to include anticipated pricing for first year and estimated escalation factors for next four years. Provide sample menus for a one month period detailing nutritional and healthiness of menu offerings as well as variety.

Submit sample catering menus and pricing. This pricing should also include facility rental fee schedule for special catered events.

Tab 4 Vision, Goals and Plans

Submit a detailed plan for implementation of your company's 'vision' for the Dining Service operation to include a timeline of events over next five years and include innovative and creative methods planned for obtaining that goal. This should provide an overview of the planned operation from initial takeover of the facility to the end of the initial proposed contract period of five years.

Tab 5 Other Information

Place here any other information deemed relevant or necessary for reply, but inapplicable to the required parts or sections. If a respondent attaches a publication or other document to provide required information, a specific reference to the document and the relevant page or pages must be given in the appropriate part or tabbed section of the reply. If the document is not specifically referenced in a part or tabbed section of the reply, it will not be considered as a response to the corresponding paragraph of this solicitation.

Forms: Any forms from Section 6 that have not been specifically requested in other sections of the reply should be placed in this TAB.

Tab 6 Price Proposal

Submit a proposed payment plan to DMA. This plan may be a set monthly rental rate (excluding or including specifically addressed utility charges), a percentage of profit or a combination of the two. The plan should also include any and all escalation factors applicable during the anticipated five year contract.

6.2 Proposal Ranking:

Responses will be evaluated on the basis of the criteria identified below, each weighted as indicated hereinafter. DMA reserves the right to reject any response which does not meet the qualifications stated in the ITN. DMA shall have sole discretion in determining compliance and/or qualifications. The Evaluation Committee will evaluate the responses to the ITN based on the point structure below:

Item No.	Requirement	Description	Point Value
1	General Proposal Response Requirements	Evaluators will score based on information provided under all tabs deemed to demonstrate the respondent's management previous experience, current plans and goals. Include Price Sheet Attachment A.	10
2	Qualifications and Experience	Evaluators will score based on information provided under all tabs deemed to demonstrate the respondent's management previous experience,	50

		current plans and goals. Primarily Tab 2.	
3	Meals & Menu Plans	Evaluators will score primarily based information provided under Tab 4.	30
4	Financial Position and Stability	Evaluators will score primarily based on information provided under Tab 3.	50
5	Innovation and Creativity	Evaluators will score based on information provided under all tabs deemed to demonstrate the respondent's management previous experience, current plans and goals. Primarily Tab 5	20
6	Price Proposal	Evaluators will score based on the highest anticipated income to the DMA. If respondent proposes a percentage of profit only, this will be computed at a \$0 amount to the state as profit is an undeterminable amount unless a minimum dollar amount is established/set.	15
		Total Available Points	175

Using the evaluation criteria specified above, DMA will evaluate and rank responses and at DMA's sole discretion, proceed to negotiate with Respondents as follows:

The ranking will be posted for review by interested parties on the Florida Vendor Bid System for a period of seventy-two (72) hours.

6.3 Acknowledgement: Vendors shall complete, sign and date the acknowledgement sheet to proposal/bid (Attachment A).

6.4 Reference Sheet: Vendor shall provide three references. Vendors shall not include current or previous contracts with DMA on this form; but may describe previous experience in the body of their proposal when demonstrating qualifications. DMA reserves the right to contact other known or identified sources and to consider performance or non performance on DMA and/or other State Agency existing or previous service experiences. (Attachment B) (Place under Tab 1)

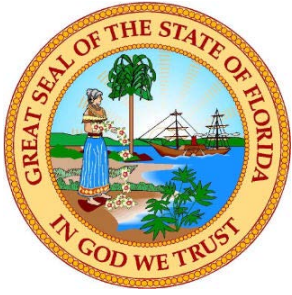
6.5 Drug Free Workplace: Attachment "C" Drug-Free Workplace Compliance Form must be signed and returned. (Place under Tab 1)

6.6 Minimum Qualifications Statement: Attachment "D" – **This form is not required for an ITN.** However, submission of the form may assist in the initial review (See 4.13) in determining that the requirements of 4.5.1 have been met. (Place under Tab 2)

6.7 Vendor Certifications- Attachment E- Must be completed, signed and returned. (Place under Tab 1)

6.8 Cross Reference Table - Attachment F- Must be completed providing page number(s) and sections/part of applicable requirements, then signed, dated and returned. (Place under Tab 1)

6.9 Price Proposal – A price proposal is required. The proposal shall be signed and dated. No specific format is required.



**ATTACHMENT A
Acknowledgment Sheet**

I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Company Name: _____

FED ID#: _____

Street Address: _____

City, State & Zip _____

Telephone No. _____ **Fax No.** _____

Email Address: _____

Signature: _____

Printed Name: _____

Date: _____

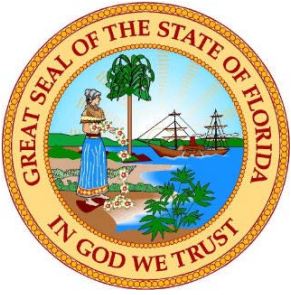
**ATTACHMENT B
Reference Sheet**

The Respondent must list a minimum of three (3) separate and verifiable clients of the Respondent, other than the DMA **which have been in place for at least one (1) continuous year. The clients listed shall be for services similar in nature to that described in this solicitation.** The same client may not be listed as more than one (1) reference (for example, if the Respondent has completed one project for the Florida Department of Transportation – District One and one project for the Florida Department of Transportation – District Two, only one (1) of the projects may be listed because the client, the Florida Department of Transportation, is the same). DMA reserves the right to contact other known or identified sources and to consider performance or non performance on DMA and/or other State Agency existing or previous service experiences. **DO NOT LIST DMA WORK ON THIS FORM.** (Please provide at least two (2) Contact Names.)

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$

Company Name:	
Address:	
Contact Name:	
Alternate Contact Name:	
Phone:	
Email:	
Description of Work:	
Service Dates: Dates must demonstrate at least one (1) continuous year	to
Approximate Contract Value:	\$



**ATTACHMENT C
DRUG-FREE WORKPLACE PROGRAM CERTIFICATION**

Procurement No. DMA-RFP-184- Dining/Catering Services

I, _____,
(Name) (Title)

of, _____ hereby certify that this firm has implemented
(Name of firm)
a drug-free workplace program in accordance with the provision of Section 287.087, Florida Statutes.

(Signature) Date: _____

287.087 Preference to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- (4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Attachment D
MINIMUM QUALIFICATIONS STATEMENT

How many years has your business performed the type of services being requested?

Provide a written statement detailing your qualifications:

**ATTACHMENT E
VENDOR CERTIFICATIONS**

Certification Regarding Scrutinized Companies Lists

Section 287.135, Florida Statutes, prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to section 215.473, Florida Statutes.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above in the section entitled "Respondent Vendor Name" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. I understand that pursuant to section 287.135, Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

Certification of Employment Eligibility Verification

Employment Eligibility Verification: Executive Order 11-02, signed January 4, 2011, by the Governor of Florida, requires contracts to expressly require that Vendor utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of:

- (a) All persons employed during the Contract term by Vendor to perform employment duties within Florida; and,
- (b) All persons (including subcontractors) assigned by Vendor to perform work pursuant to this Contract, i.e., the Vendor must require its subcontractors to utilize the E-Verify system for its employees assigned to this Contract.

E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found at:

http://www.dhs.gov/files/programs/gc_1185221678176.shtm

I, _____, _____
(Name) (Title)

of, _____ hereby certify that this firm is in compliance
(Name of firm)
with the above referenced Florida Statute and Executive Order.

(Signature) Date: _____

**ATTACHMENT F- CROSS REFERENCE TABLE
THE COMPLETION OF THIS TABLE IS A MANDATORY REQUIREMENT**

DMA-ITN-184 - Dining/Catering Services

ITN DOCUMENTATION (TO BE COMPLETED BY DMA)			LOCATION IN PROPOSAL (TO BE COMPLETED BY PROSPECTIVE PROVIDER)	
Subject	Mandatory Criteria (X for YES)	Maximum Evaluation Points Available	Page Number(s)	Sections/Parts
<p>Please Note: Lines that are checked as Mandatory Criteria must be provided by the prospective Provider to be considered responsive to this ITN. Failure to provide the mandatory documentations listed under General Proposal Response Requirements will result in a proposal not being evaluated and rejected as non-responsive.</p> <p>Point Scale: Proposal Points as designated below in each section for Exceptional, Good, Satisfactory, Fair, Poor, and Omitted Maximum Points Available for this Solicitation- 175</p>				
GENERAL PROPOSAL RESPONSE REQUIREMENTS (10 points)				
Transmittal Letter/Cover Letter- The letter shall be on the letter head of the entity submitting the response. Shall be addressed to the Purchasing Director and must be dated and signed by an individual who has the authority to bind the Respondent.	X	0		
Executive Summary of the vendor’s overall capabilities and approaches for accomplishing the services specified in this solicitation. Point Scale: 10- Exceptional, 8- Good, 6-Satisfactory, 4-Fair, 2-Poor, 0-Omitted	X	10		
Completed Attachment A-Acknowledgment Sheet	X	0		
Completed Attachment B-Vendor References	X	0		
Signed Attachment C-Certification of Drug	X	0		

Free Workplace				
Signed Attachment E- Vendor Certifications	X	0		
Completed Attachment F-Cross Reference Table	X	0		
Qualifications and Experience (50 points)				
Provide detail identifying the age of the company, business certifications, corporate organizational structure and leadership staff qualifications (resume or job descriptions) that demonstrate sufficient management capability to perform or provide oversight of the services required. Describe Subcontractor involvement, if any, and that company’s responsibilities and your company’s oversight of their portion of offered services. Point Scale: 15- Exceptional, 12- Good, 9- Satisfactory, 6-Fair, 3-Poor, 0-Omitted	X	15		
Describe any similar involvement in which services proposed in the reply were delivered to other customers. (Note: These may include or be in addition to provided references.) Point Scale: 10- Exceptional, 8- Good, 6- Satisfactory, 4-Fair, 2-Poor, 0-Omitted	X	10		
Describe your corporate oversight and intended support of the services required. Provide a detailed description of the vendor’s ability to provide the services DMA desires. If multiple individuals will be involved, include specific detail regarding each individual and his or her relevant tasks. Point Scale: 25- Exceptional, 20- Good, 15- Satisfactory, 10-Fair, 5-Poor, 0-Omitted	X	25		

Meals and Menu Plans (30 points)				
Describe your meal and menu plans (i.e variety, nutrition and healthiness). Provide planned meal schedule (i.e. breakfast, lunch, dinner time periods and offerings) and sample menus. Point Scale: 15- Exceptional, 12- Good, 10- Satisfactory, 8-Fair, 4-Poor, 0-Omitted	X	15		
Describe and document your company’s total current and planned staff for providing this service. (Include titles or job descriptions) Point Scale: 10-Exceptional, 8-Good,6- Satisfactory, 4-Fair, 2-Poor, 0-Omitted	X	10		
Describe your company’s monitoring plan for maintaining quality levels and ensuring customer satisfaction. Point Scale: 5- Exceptional, 4- Good,3- Satisfactory, 2-Fair, 1-Poor, 0-Omitted	X	5		
Financial Position and Stability: Demonstrating Information (50 points)				
Provide information detailing the company’s current financial position as well as the financial position of any related companies. The information shall include the financial statements of the last three years, in accordance with generally accepted accounting principles or if applicable for a privately held corporation or other business entity that does not have audited financial statements, then financial statements that are reviewed or compiled in accordance with Statement on Standards for Accounting and Review Services issued by the American Institute of Certified Public	X	50		

Accountants shall be provided. Point Scale: 50- Exceptional, 40- Good, 30- Satisfactory, 20-Fair, 10-Poor, 0-Omitted If discrepancies are found within financial data, points may be deducted for each discrepancy based on the gravity of the discrepancy. Discrepancy is defined as an instance of difference or inconsistency.				
Innovation and Creativity (20 Points)				
Describe your company’s plan for success at this location. Point Scale: 20- Exceptional, 15- Good, 10-Satisfactory, 8-Fair, 4-Poor, 0-Omitted	X	20		
Payment Proposal (15 Points)				
Describe your company’s proposed payment plan. Point Scale: 15-Exceptional, 12-Good, 10-Satisfactory, 8-Fair, 4-Poor, 0-Omitted	X	15		

The bid opening will be held promptly at the posted date and time. Late submissions will not be accepted unless determined to have been on DMA grounds/property and received by DMA staff prior to the opening time. The purchasing staff will open and read the name and address of all proposals. Pricing information is not normally provided at the opening of an ITN. The purchasing staff will also conduct a basic review of the proposals submitted prior to providing copies to the evaluation team. This review will verify that all proposers meet the requirement specified in section 4.5.1 of the solicitation. Any proposal not meeting the requirement of 4.5.1 will be determined non-responsive and will not be further evaluated. In addition, proposals that do not include the mandatory Cross Reference Table (Attachment F) or take exception to any mandated element listed on the table will be determined to be non-responsive and will not be further evaluated.

The Evaluation team is normally appointed prior to solicitation issuance. The team will consist of a minimum of three individuals, one from the procurement office and the others nominated by the applicable Agency stakeholders. The actual number of team members may increase based on the preference or the recommendation of DMA technical or legal staff.

The Evaluation Process: The Purchasing Director or his designee will provide basic instructions to the evaluation team. These instructions are generic in nature explaining that all bid submissions stay in the confined area, all notes and hand outs stay in the confined area and will become part of the procurement file, the office business hours, location of break areas, etc. Each team member is provided a folder that includes the solicitation document including all attachments, questions/responses provided during the advertised posting period, an evaluation/score form, a bid tab form listing the names of respondents, and scratch paper. Team members are instructed to read through the provided documents prior to starting the evaluation and to direct any questions to the Purchasing Director or his designee. All questions are documented and become part of the procurement file. This event is open to the public and as it will start immediately following the bid opening no additional date or time is provided on the schedule of events.

Confidentiality: From the date of issuance of this ITN, until a decision is made, the Respondent **has not and will not** make available or discuss its proposal, or any part thereof, with any employee, Florida National Guard Member or agent (contract employees) of the DMA, unless permitted by the Director of Purchasing and/or his designee in writing.

Conflict of Interest: This solicitation is subject to chapter 112 of the Florida Statutes. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the DMA. Respondents shall also disclose the name of any DMA employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's Company or its affiliates.

Name and Relationship: _____

Acknowledgment: I certify that I have read and agree to abide by all terms and conditions of this solicitation and that I am authorized to sign for the bidder/proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Signature: _____

Date: _____

Printed name: _____

ATTACHMENT G**VENDOR CHECKLIST**

For your convenience, we offer the following checklist of items that must be returned by the proposal/bidding deadline. Bidder shall submit the original and three (3) copies of the bid/proposal. This checklist does not relieve the respondent of the responsibility of ensuring that all requirements of this Bid are included with their Bid submittal.

- 1. Attachment A – Price Sheet
- 2. Attachment B – Vendor References
- 3. Attachment C - Certification of Drug Free Workplace
- 4. Attachment D – Minimum Qualifications Statement
- 5. Attachment E – Vendor Certification Regarding Scrutinized Companies
- 6. Attachment F – Cross Reference Table
- 7. Attachment G – Vendor Checklist (Not required to be returned)
- 8. Attachment H – Notice of Intent to Participate (Not required to be returned)

NOTE: Address your Bid submission to the point of contact specified in section 4.11, and write the following: DMA- RFP-184, Dining/Catering Services, Proposal/Bid due March 11, 2015 and opening time 2:00 PM on the envelope, package or courier delivery document. DMA does not currently accept electronic submissions.