State of Florida Department of Transportation



EXHIBIT "A", SCOPE OF SERVICES

RFP-DOT-18/19-6166JG

TO PROVIDE CAFETERIA SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX

PROJECT/PROPOSAL NUMBER:RFP-DOT-18/19-6166JG

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EXHIBIT "A" SCOPE OF SERVICES

TO PROVIDE CAFETERIA SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX (FDOT).

1. PURPOSE

- 1.1. The Florida Department of Transportation, District 6 Headquarters (hereinafter referred to as "Department") seeks to obtain the services of a qualified, experienced, and licensed contractor to operate the Department's cafeteria service.
- 1.2. The purpose of this RFP is to establish a three-year contract for Cafeteria Services for the Florida Department of Transportation District Six campus, located at 1000 NW 111th Avenue, Miami, FL 33172. This **CONTRACT/AGREEMENT** is being solicited as a 3 (three) year base contract commencing on the day specified in the Notice to Proceed. At the option of the **Department's Project Manager (or his/her designee)**, this **CONTRACT/AGREEMENT** may be extended for two consecutive 1 (one) year options. In no event shall the contract period as extended, exceed a period of 5 (five) years from beginning date of original contract.
- 1.3. The Contractor's proposal shall include everything as required to properly fulfill the complete and total scope of work, as per the contract documentation.

2. OBJECTIVE

- 2.1. All services provided by the Contractor shall be in alignment with the Departments goals and objectives of substantially contributing towards preserving and maintaining a safe, healthy, clean, sanitary, and aesthetically pleasant working environment for the District Six Headquarters Office visitors and staff.
- 2.2. All services provided shall be accomplished in accordance with Florida Department of Transportation (FDOT), Department of Business Regulation, Hotel & restaurant Division, Florida Restaurant Association procedures and all applicable local, state and federal ordinances, regulations, codes or other directives which are in effect at the time the services are provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**. This includes, but is not limited to;
 - 2.2.1. All applicable Florida Statutes and Florida Administrative Codes (F.A.C.) and any other appropriate agency guidelines or recommendations.
 - 2.2.2. All applicable sections for the CFR (Code of Federal Regulations)
 - 2.2.3. OSHA (Occupational Safety and Health Administration)
 - 2.2.4. All Applicable sections of The Florida Department of Labor and Employment Security (FDLES) Standard Specifications for the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**.

2.3. All information submitted by the Contractor shall be based upon their best pricing. Contractors are encouraged to use creativity and innovation when responding to this Request for Proposal.

3. **DEFINITIONS / DESCRIPTION**

For the purposes of this RFP process and potential awarding thereof, the following definitions shall apply.

- 3.1. **Contract:** This agreement and its attachments, between the Contractor / Vendor ("Contractor") and the State of Florida Department of Transportation ("DEPARTMENT"), to Provide Cafeteria Services for Florida Department of Transportation, District Six.
- 3.2. **Contractor Staff:** Any one or more of the following, the Contractors direct and/or indirect employees, supervisor(s), management, including any person(s) / sub-contractor(s) / vendor(s) / agents or others assigned to this project and/or caused by the Contractor either directly and/or in-directly to be onsite.
- 3.3. **Contractor / Vendor:** The firm retained by the Department to provide all labor, training / supervision / services, materials / supplies, tools / equipment and services etc. As shown and defined herein and whom shall be ultimately held responsible for total Contract compliance of all terms and conditions of this Agreement.
- 3.4. **Contractor Contract Manager:** The person(s) assigned to this project by the Contractor, with signature authority of/for the Contractor, responsible for the overall contract management for the Contractors work operations at this site, authorized to make decisions regarding this contract, and responsible for ensuring that all terms and conditions of this contract are met by:
 - 3.4.1. Safely and properly completing the scope of services within the terms and conditions of this contract, while maintaining compliance with all state / federal / local and Department requirements.
 - 3.4.2. Overseeing overall contract compliance by developing, delegating and monitoring the progress of assignments to the Site Supervisor(s), Contractor Staff, and/or any Sub-contractor(s) as needed. This includes ensuring that adequate staffing is continually provided in a timely manner, and that the proper and timely completion of the services listed herein is continually achieved.
 - 3.4.3. Responding to the Department's requests in a timely manner for meetings, inspections, special requests, problem notifications, etc., and serving as the Department's contact person for the Contractor in matters relating to the Contract, as well as handling any performance or other project related concerns, as identified by the Department, in a professional and responsive manner.
 - 3.4.4. Maintaining and providing current and accurate twenty-four-hour contact information for the Contractor in a method suitable to the Department.

Providing to the Department's Project Manager, a listing of beeper / mobile phone numbers / office voice / fax numbers for the vendor's key personnel associated with this site. Providing timely notification to the Department of any site personnel changes, including but not limited to staff substitutions, terminations, hiring of new and/or replacement site staff / sub-contractors assigned by the Contractor to service this site.

- 3.5. **Contractor site Supervisor(s):**The person(s) assigned to this project by the Contractor responsible for (including, but not limited to) the direct overall project management / supervision of the Contractor Staff, Sub-contractor(s) at this site, coordinating the scheduling of work with the Department, and ensuring that all services in this agreement are properly completed in a manner acceptable to the Department, this includes ensuring that appropriate training has been given to all of the Contractor employees as needed.
 - 3.5.1. Ensuring that all contracted services requirements and tasks are properly completed in a timely manner by providing replacement workers in a timely manner upon "worker no-shows, absences etc."
 - 3.5.2. **NOTE:** The Department shall not be responsible for any added costs due to the Contractor's duty and/or, inability to provide additional staffing and/or overtime as required to perform the services required by this contract, and/or to accommodate any staffing and/or any other shortages incurred by the Contractor.
 - 3.5.3. Providing a complete, currently maintained, / updated listing of Material Safety Data Sheets for all supplies / chemicals utilized at this site by the Contractor and/or any sub-contractor(s). A full and complete copy shall also be provided to the Project Manager or designee. This listing and supplemental copy shall be kept current by providing updated copies and/or revisions as they occur.
 - 3.5.4. For being the onsite Contractor liaison with the Department for normal day-to-day and minor emergency operations and for providing continual onsite supervision of all Contractor Staff(s) and sub-contractors assigned to this site as well as being present at all times while any work is being performed by the Contractor, its staff, and/or subcontractors at this site.
 - 3.5.5. For ensuring that work is being performed according to the approved schedule / established procedures, and for identifying any potential areas of safety and/or related concerns, and for bringing them to the attention of the Department Project Manager, or designee when necessary.
- 3.6. **Department**: The Florida Department of Transportation, District Six.
- 3.7. **Department Project Manager:** The Department's authorized representative (or designee) responsible for the management of this contract and the enforcement of all terms and conditions of this Agreement.

- 3.8. **Department Normal Working Hours:** For this Scope of Services, the Department's current normal working hours are from 8:00 AM to 5:00 PM, Monday through Friday, except for nine State Holidays, declared state of emergency and days of state or national mourning etc.
- 3.9. **"Exhibit "A" or Exh. "A" shall refer to:** This document, titled "EXHIBIT "A", SCOPE OF SERVICES, TO PROVIDE CAFETERIA SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, (FDOT)" in its entirety, *AND also to any attachments*.
- 3.10. **"Exhibit "B" or Exh. "B" shall refer to:** There is no Exhibit "B" in this Contract.
- 3.11. **"Exhibit "C" or Exh. "C" shall refer to:** "EXHIBIT "C", PRICE PROPOSAL, TO PROVIDE CAFETERIA SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, (FDOT)" in its entirety.
- 3.12. **Facilities / Site:** Unless otherwise specifically identified in writing, this shall be construed to mean ALL of the buildings / grounds area utilized by the Department located at 1000 NW 111th Avenue, Miami, Florida, 33172.
- 3.13. **Cafeteria Site:** Unless otherwise specifically identified in writing, this shall be construed to main area covered where the preparation and serving of food are being performed. Located at 1000 NW 111th Avenue, Miami Florida, 33172.
- 3.14. "R.F.P." shall refer to: "TO PROVIDE CAFETERIA SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, (FDOT)", "Request for Proposal process" itself, and to the derived document package, including any modifications that occur as a result of the negotiation process, and shall include all other related contract documents, exhibits, attachments etc.
- 3.15. **State Holidays observed by the Department are:** New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving and the day after, and Christmas Day. If the holiday falls on a Saturday, the preceding Friday is observed as a holiday. If the holiday falls on Sunday, the following Monday is observed. **Contractors Note:** When preparing proposals for this submittal, and/or scheduling services for this contract, be advised that some of these holidays are date specific, while others are day or week specific, and as such, will vary from year to year.
- 3.16. **Sub-Contractor(s):** Any sub-contractors that are, or may be utilized, by the Contractor during the course of this contract, which includes any modifications / changes, renewals and/or extensions thereto. Unless otherwise previously agreed to in writing by the Department, all Sub-Contractor(s) shall be required to meet the requirements of EXHIBIT "A", SCOPE OF WORK, MINIMUM QUALIFICATIONS and any other contract documentation.

4. MINIMUM QUALIFICATIONS

The **CONTRACTOR** awarded this contract shall:

- 4.1. Provide the **DEPARTMENT** and/or **the Department's Project Manager** (**or his/her designee**) with proof that the **CONTRACTOR** is authorized to do business in the State of Florida and has been engaged in providing cafeteria or catering services for a minimum of two (2) years.
- 4.2. Provide the **DEPARTMENT** and/or **the Department's Project Manager** (or his/her **designee**) with copies of a current State of Florida Occupational License for the services required.
- 4.3. Provide proof of citation report during the past two years of providing such service.
- 4.4. Provide personnel that are qualified, certified and experienced performing for the same type of Scope as being requested for this project. Able to communicate effectively with the Department in the English language, both verbally and in written form.
- 4.5. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract.
- 4.6. Shall offer customer payment options through the following;
 - 4.6.1. Cash;
 - 4.6.2. Credit card:
 - 4.6.3. Debit card.
- 4.7. Qualification of the Subcontractor: Have a minimum of two (2) years' experience in successfully completing services of equal scope and magnitude with products as herein specified.
- 4.8. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

5. METHOD OF OPERATION

Unless otherwise specifically approved in writing by the Department, the awarded Contractor will be responsible for the following:

5.1. **SERVICE TO BE PROVIDED:**

5.1.1. The **CONTRACTOR** certifies that the services provided under this **CONTRACT/AGREEMENT** which may include, but not be limited to any of the following: those operations necessary for mobilization, the movement of personnel, equipment, supplies, expertise, incidentals, permits,

- notifications, and corrective action and payment of fees/fines associated to with such notifications, if any.
- 5.1.2. The **CONTRACTOR** shall furnish to the Florida Department of Transportation (FDOT) the food services required at the prices reflected in the "**Exhibit C"**. Upon award of this **CONTRACT/ AGREEMENT** the **Exhibit "C"** shall be attached hereto and made a part hereof the awarded contract.
- 5.1.3. If the procedural regulations referenced herein are revised or superseded before the services by the **CONTRACTOR** are rendered, compliance with the most up-to-date version and/or amendments/statutes will be required.
- 5.1.4. Minimum Daily Food Offering Requirements (See "Attachment-1" of Exhibit "A" Scope of Services for complete list).
 - 5.1.4.1. No days shall feature the same main entrée menu within a given work week.
 - 5.1.4.2. The awarded vendor must provide hot foods prepared on-site.
 - 5.1.4.3. Proposers shall indicate at least one special lunch menu item, as a main course for each day.
 - 5.1.4.4. Proposers shall propose a varied menu for all meals and breaks and snacks.
 - 5.1.4.5. The following is a minimum sample listing of types of food that should be offered:
 - 5.1.4.5.1. Breakfast Items shall include, but not be limited to, the following:
 - 5.1.4.5.1.1. Hot entrees such as egg dishes, pancakes, waffles and breakfast meats;
 - 5.1.4.5.1.2. Variety of bagels, breads and muffins, cookies;
 - 5.1.4.5.1.3. Hot and cold cereals.
 - 5.1.4.5.2. <u>Lunch Items shall include</u>, but not be limited to, the following:
 - 5.1.4.5.2.1. One hot entrée such as a meat, seafood or chicken dish;
 - 5.1.4.5.2.2. Carbohydrates (e.g., pasta, rice and/or potatoes);
 - 5.1.4.5.2.3. One fresh salad item (such as chef's salad or Caesar salad);
 - 5.1.4.5.2.4. Variety of deli-style sandwiches;
 - 5.1.4.5.2.5. A different soup daily (prepared daily);
 - 5.1.4.5.2.6. Dessert item(s).
 - 5.1.4.5.3. All day items shall include, but not be limited to, the following:
 - 5.1.4.5.3.1. Cuban and American Style Coffee;
 - 5.1.4.5.3.2. Cuban and American toast;
 - 5.1.4.5.3.3. Pies, cakes, muffins (or equivalent) and cookies;
 - 5.1.4.5.3.4. Hot tea.

5.1.5. Excluded Items

The Department of Transportation District Six Employee Benefit Fund (EBC) will retain the exclusive right to all Vending Machine Operations in Florida Department of Transportation buildings. The Cafeteria Operator will not be permitted to sell any type of canned or bottled beverages, candy or packaged snack items (that are sold in vending machine) in conjunction with the cafeteria operation. Examples of some of the excluded items are as follows (this is not a complete listing):

- 5.1.5.1. Soft drinks;
- 5.1.5.2. Other type bottled or canned beverages;
- 5.1.5.3. Bottled water;
- 5.1.5.4. Variety of juices (canned or bottled);
- 5.1.5.5. Candy.
- 5.1.6. Exceptions to this restriction are subject to review and approval by the **Department's Project Manager (or his/her designee).**
- 5.1.7. Prior to selling any item in question, the **CONTRACTOR** must receive approval from the **Department's Project Manager (or his/her designee)** for a determination that such items are not prohibited, or for an exception to sell such items.
- 5.1.8. If the **CONTRACTOR** sells any prohibited items in competition with the Employee Benefits Committee without prior approval from the **Department's Project Manager (or his/her designee)** the **CONTRACTOR** will immediately cease selling such items.
- 5.1.9. The District Six Employee Benefit Committee shall not be prevented from having special events in the cafeteria. (with prior 24 hrs. notice to the contractor).
- 5.1.10. The cafeteria shall be run for the sole and exclusive benefit of employees of the Florida Department of Transportation and other persons who are lawfully on the premises. The cafeteria shall not be open to the general public and **CONTRACTOR** shall not engage in any marketing or advertising that is directed to or intended to attract the general public. The **CONTRACTOR** may solicit the business of employees of the other state agencies, for example the Florida Department of Law Enforcement (FDLE) and Florida Highway Patrol (FHP) located on the same campus as the **DEPARTMENT**.
- 5.1.11. **DEPARTMENT** employees and other persons lawfully on the premises shall not be restricted from bringing bag lunches and other personal food items into the cafeteria for their personal consumption.
- 5.1.12. The **CONTRACTOR** and its employees shall use the **DEPARTMENT'S** facility and equipment to prepare food items that will be used in the **DEPARTMENT'S** cafeteria only. **DEPARTMENT** facilities and equipment shall not be used in the preparation of food items to be taken offsite.
- 5.1.13. The Cafeteria Service provider may provide trays, plates, cutlery, napkins, containers and small wares etc., all of which are to be

environmentally friendly, where possible. The Department is not responsible for the replacement of these items due to loss, damage etc. All single use plates, bowls, cups and napkins must be compostable.

5.1.14. Condiments shall be provided free of charge.

5.2. PRICES FOR FOOD SUPPLIED UNDER THIS CONTRACT

- 5.2.1. The Department has established maximum allowable prices for each menu item described in **Section 5.1.4** of this **Exhibit "A" Scope of Services.** The Department's maximum allowable menu prices are set forth in "**Attachment-1**" to this **Exhibit "A" Scope of Services.** The Proposer is encouraged to submit their best pricing which may be up to, but not to exceed, these maximum allowable prices. The Proposer shall complete the **Exhibit "C" Price Proposal** in accordance with the Department's maximum allowable for menu item prices and submit as part of the price proposal package. Price proposals received with menu prices that <u>exceed</u> the Department's maximum allowable prices will be deemed **NON-RESPONSIVE** and the proposal will be rejected.
- 5.2.2. Details of the Proposer's prices that will be charged for the food items supplied in this **CONTRACT/AGREEMENT** are shown in **Exhibit "C" Price Proposal**, and attached hereto and made a part hereof.
- 5.2.3. Unless otherwise agreed to in writing by the Department, the Contractor shall adhere to the awarded prices to all items reflected in **Exhibit "C" Price Proposal** throughout the contract term.

5.3. CAFETERIA HOURS OF OPERATION

The **CONTRACTOR** shall understand that except for the mandatory start times for breakfast and lunch all other times specified are only examples and are not meant as cut-off times.

- 5.3.1. Breakfast must be available at 7:00 a.m. and continues through 10:30 a.m.
- 5.3.2. Lunch must be available at 11:30 a.m. and continues through 3:00 p.m.
- 5.3.3. Breaks are taken throughout the day and are normally during the hours of 9:00 a.m. to 10:30 a.m. and from 2:00 p.m. to 3:00 p.m.

5.4. <u>UNIFORM REQUIREMENTS</u>

The following uniform must be adhered to for all **CONTRACTOR** Personnel.

- 5.4.1. The **CONTRACTOR** shall supply all personnel with a uniform, apron or equivalent smock with company markings/emblems identifying them as contract employees.
- 5.4.2. All personnel shall present a neat, clean, professional image in their dress.
- 5.4.3. Uniforms do not have to be new, but <u>MUST</u> be in good condition (not faded or torn). All uniforms must be clean and unwrinkled. Uniforms will consist of the following items:

- 5.4.3.1. Sleeve shirts or blouses;
- 5.4.3.2. Closed Shoes;
- 5.4.3.3. Hairnet or Caps.

5.4.4.**CONTRACTOR** personnel may **NOT** wear the following:

- 5.4.4.1. Any attire deemed non-compliant;
- 5.4.4.2. Any clothing that is dirty, torn or contains any inappropriate pictures or messages.

5.5. **NOTIFICATIONS**

- 5.5.1. The **CONTRACTOR'S** personnel shall be required to contact both the **CONTRACTOR** and the **Department's Project Manager (or his/her designee)** if they are unable to show up for work at the designated time. It shall then be the responsibility of the **CONTRACTOR** to provide temporary personnel to fill in for employees who are temporarily unable to assume their normal duties.
- 5.5.2. Any unusual activities that require notification of law enforcement agency(ies) shall immediately be reported to the **Department's Project Manager (or his/her designee).**

5.5.3. EMERGENCY NOTIFICATIONS

5.5.3.1. The **CONTRACTOR** or their employees or **Sub-Contractor(s)/Sub-Consultant(s)** shall immediately report any disorder or emergency to the **Department's Project Manager (or his/her designee)** while providing services to the **DEPARTMENT**. The **CONTRACTOR** shall be responsible for all damages caused by its employees.

5.5.4. DAMAGES AND DEPARTMENT NOTIFICATION

- 5.5.4.1. The **CONTRACTOR'S** Project Manager/Supervisor shall immediately report any disorder, breakage or emergency to the **Department's Project Manager (or his/her designee)** which occurred while the contractual services were being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT.**
- 5.5.4.2. The **CONTRACTOR** shall be responsible for all damages caused by its employees.
- 5.5.4.3. If it is proven that the **CONTRACTOR** was a fault for any missing, defaced or destroyed **DEPARTMENT** property due to neglect or non-observance of responsibility and/or procedure, the **CONTRACTOR** shall be held liable and accept the responsibility for the replacement/repair of said **DEPARTMENT** property.

Examples may include, but are not limited to:

- 5.5.4.3.1. Failure to lock doors;
- 5.5.4.3.2. Allowing unauthorized personnel to gain access to DEPARTMENT premises;
- 5.5.4.3.3. Negligent use of equipment

5.6. **SUSPENSION OF WORK**

- 5.6.1. The **DEPARTMENT** or the **Department's Project Manager** (or his/her designee) may suspend the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**, wholly or in part, for such period or periods as may be deemed necessary due to natural causes, or construction in areas or for any other reason deemed necessary by the **DEPARTMENT** or the **Department's Project Manager** (or his/her designee).
- 5.6.2. Work shall also be suspended at the discretion of the **DEPARTMENT** or the **Department's Project Manager** (or his/her designee) at such time that the **CONTRACTOR** fails to comply with any or all provisions in this **CONTRACT/AGREEMENT**.
- 5.6.3. The **CONTRACTOR** shall not be entitled to compensation for loss of income from suspension under this paragraph.

5.7. TIMELY COMPLETION OF SERVICE

5.7.1.The **CONTRACTOR** by acceptance of this **CONTRACT/AGREEMENT** hereby guarantees that they shall comply with all scheduled times and requirements as specified in this **CONTRACT/ AGREEMENT** and any subsequent additions.

5.8. <u>DELAYS IN COMPLETING SERVICES</u>

- 5.8.1.The **CONTRACTOR** shall not be under any obligation to any liability for failure to carry out any of the terms of this **CONTRACT/ AGREEMENT** to the extent that such failure shall be due to:
 - 5.8.1.1. The operation and effect of rules, regulations or orders promulgated by any commission, municipality, or governmental agency of any state or the United States or subdivision thereof.
 - 5.8.1.2. A restraining order, injunction, or similar decree of any court preventing the Contractor from fulfilling their obligations.
 - 5.8.1.3. Any extreme condition or natural disasters as listed below:
 - 5.8.1.3.1. Hurricane:
 - 5.8.1.3.2. Storm;
 - 5.8.1.3.3. Flood:
 - 5.8.1.3.4. Tornado;
 - 5.8.1.3.5. Earthquake;
 - 5.8.1.3.6. War;

- 5.8.1.3.7. Fire Sabotage.
- 5.8.2. Or any other cause (not including labor problems of **CONTRACTOR**) not within the control of **CONTRACTOR**, and which, by the exercise of reasonable diligence, **CONTRACTOR** is unable to prevent.
- 5.8.3. In the event there is a delay of the scheduled services not caused by extreme conditions, the **CONTRACTOR** shall contact the **Department's Project Manager (or his/her designee)** with arrangements to continue the service within one (1) hour. Service shall be resumed and made at the appropriate office within one (1) hour after notification of the **Department's Project Manager (or his/her designee)**.

5.9. WORK STOPPAGE

If extreme weather or other conditions prevent the **CONTRACTOR** from opening the cafeteria timely or force the **CONTRACTOR** to close the cafeteria early the **CONTRACTOR** shall subsequently inform the **Department's Project Manager (or his/her designee)** prior to closure or non-opening and inform them when the cafeteria will reopen.

6. RESPONSIBILITIES OF THE CONTRACTOR

6.1. STAFFING AND SUPERVISION

- 6.1.1. The Contractor shall be responsible for all supervision and direction of the work performed by their employees, sub-contractor's agents and/or any other persons that it causes to be onsite, and shall at all times provide a full-time supervisor on the premises to carry out this responsibility when work is being performed.
- 6.1.2. The **CONTRACTOR** shall provide an on-site Certified Professional Food Manager (CPFM) by the Department of Business and Regulation, Hotel and Restaurant Division and/or Florida Restaurant Association (FRA), trained in the provision of all the applicable required regulations who shall conduct inspections along with the **Department's Project Manager** (or his/her designee) when required and who shall ensure continued compliance with these specifications.
- 6.1.3. Contractor shall provide adequate trained and qualified personnel capable of safely and properly accomplishing the work in this Scope of Services in a timely manner and to ensure that all terms and conditions of this Contract are met.
- 6.1.4. Cafeteria Service Providers are responsible for ensuring that their personnel are trained to reduce the risk of cross contamination through purchasing, handling, preparation and serving of food. Proof of this training must be made available upon request to the Department designate.
- 6.1.5. The CONTRACTOR is responsible in making sure that employees assigned to the location shall adhere to the State mandate that all food service employees be trained in Food Safety.
- 6.1.6. **CONTRACTORS** shall provide proof that their company performed reference checks, police clearances and security background checks to all

- employees covered under this contract in accordance with state and federal requirements.
- 6.1.7. The **CONTRACTOR** shall provide proof that all employees covered under this contract are either a United States citizen or possess a documentation allowing them to legally work in United States.

6.2. LICENSES AND INSURANCE

- 6.2.1. All records, insurance and licenses must be current and will be kept on file for the duration of this **CONTRACT/ AGREEMENT**, and will be provided within next business day unless otherwise agreed by the Project Manager upon request by the **DEPARTMENT and/or the Department's Project Manager (or his/her designee)**.
- 6.2.2. Licenses and permits shall be obtained as required by State and local authorities, and all applicable building, health, sanitary, and other regulations and laws shall be observed.
- 6.2.3. The CONTRACTOR must carry and keep in force during the period of the CONTRACT and any subsequent renewals a current general liability insurance policy or policies with a company or companies authorized to do business in the State of Florida, affording public liability insurance with combined bodily injury limits of at least one hundred thousand (\$200,000.00) per person and three hundred thousand (\$300,000.00) each occurrence, and property damage insurance of at least one hundred thousand dollars (\$200,000.00) each occurrence, for the services to be rendered in accordance with this contract.

6.3. **FEES / PENALTIES**

- 6.3.1. The **CONTRACTOR** shall pay each and every fee, penalties, cost, or other charge incident to or resulting from any violations of operations under the contract.
- 6.3.2. The **CONTRACTOR** shall, at **its EXPENSE** obtain all required permits from the city, county, local, state, federal or other public authorities needed to perform all authorized services.

6.4. **REPAIRS AND MAINTENANCE**

- 6.4.1.The **CONTRACTOR** shall be responsible to maintain the equipment, as well as daily cleaning of tables, chairs and the area(s) designated for storage, food preparation and cooking are left in a clean and sanitary condition.
- 6.4.2. The **CONTRACTOR** shall be responsible for the proper disposal of all waste and materials contaminated or not in a safe and efficient manner in accordance with all local, state and federal regulations.
- 6.4.3. The **CONTRACTOR** shall be responsible for the collection, consolidation and removal of all debris generated by the contractual services being performed /provided by the **CONTRACTOR** as described in this

CONTRACT/AGREEMENT. No trash (of any kind) crates or boxes shall be left in or outside the cafeteria area.

- 6.4.4. The **DEPARTMENT** and the **CONTRACTOR** acknowledge that the inventory of equipment supplied by the **DEPARTMENT** is provided in "Attachment 2." The **CONTRACTOR** shall be responsible for maintenance, repair and replacement, and all costs associated therewith of equipment and utensils used to store, prepare and serve food that are NOT provided by the Department. Any request by the **CONTRACTOR** to replace equipment must be approved by the **DEPARTMENT'S Project Manager** (or his/her designee). prior to any such replacement. All equipment purchased with funds provided by the **DEPARTMENT** and any equipment that is purchased by the **CONTRACTOR** to replace equipment purchased by the **DEPARTMENT** shall be the property of the **DEPARTMENT**.
- 6.4.5. Prior to commencement, the **CONTRACTOR** will submit a list of all equipment with type and model numbers to the Department PM for inventory records. Upon completion of the contract, The **CONTRACTOR** will remove all of its own capital equipment. The Department will not accept responsibility for disposal of any depreciated capital equipment owned by the Cafeteria Service provider at the end of the contract.
- 6.4.6. The **CONTRACTOR** shall be responsible for the maintenance of drain lines in the **CAFETERIA**.
- 6.4.7. The **CONTRACTOR** shall be responsible for cleaning and maintaining the exhaust system for the cafeteria (quarterly).
- 6.4.8. The **CONTRACTOR** shall be responsible to perform monthly maintenance of the hood filters.
- 6.4.9. The **CONTRACTOR** shall clean and maintain all **DEPARTMENT** owned facilities and equipment to ensure strict compliance with State Health Regulations.
- 6.4.10. Repairs to the facility and/or equipment due to the negligence of the **CONTRACTOR**, its employees or agents shall be made at the expense of the **CONTRACTOR**.
- 6.4.11. The **CONTRACTOR** understands that it assumes full responsibility for all equipment and/or supplies issued by the **DEPARTMENT** to the **CONTRACTOR** or the **CONTRACTOR'S** personnel and that said equipment and/or supplies shall be used solely for the purpose intended in accordance with this **CONTRACT/AGREEMENT**. The **CONTRACTOR** agrees to replace (same or better) for all equipment that is lost, damaged, stolen or otherwise unavailable. Upon termination of this **CONTRACT/AGREEMENT**, all equipment will be returned to the **DEPARTMENT** in good operating condition, less reasonable wear and tear.

6.5. **SECURITY/SAFETY**

Any equipment (if applicable) used to perform the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT** and any other services that may be required must be maintained and

utilized in conformance with all Occupational Safety and Health Administration (OSHA) safety standards and manufacturer's directions. Safety equipment in accordance with Occupational Safety and Health Administration (OSHA) safety standards shall be furnished to and used by all the **CONTRACTOR'S** personnel. The presence of conforming safety equipment or devices shall not relieve the **CONTRACTOR** of responsibility or liability for injury to persons or damage to property caused by the operation of any equipment.

- 6.5.1. The **CONTRACTOR** shall be responsible for ensuring that all its safety practices are in accordance with **OSHA** (**Occupational Safety and Hazard Act [Administration]**).
- 6.5.2.The **CONTRACTOR** is responsible for any injury to person(s) or damage to property(ies) that may occur in performing any of the contractual services being performed/provided by the **CONTRACTOR** under this **CONTRACT/AGREEMENT**.
- 6.5.3.At the conclusion of a workday, the **CONTRACTOR/CONTRACTOR'S** personnel must leave the work area so that no safety hazard is present. The **DEPARTMENT** assumes no liability for any equipment or personal belongings or effects left on **DEPARTMENT** property/site overnight.
- 6.5.4. The **CONTRACTOR** is solely responsible for the safety of all its' personnel during their working hours that they are present in a **DEPARTMENT** location.
- 6.5.5.The **CONTRACTOR** shall be solely responsible for maintaining safe condition throughout the area(s) that the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/AGREEMENT**.
- 6.5.6.Employees of the Contractor shall be required to conform to all of the Department's building security policies / procedures / systems, (current and/or future) as directed by the Department.
- 6.5.7. <u>IF APPLICABLE</u> Building security will be established by the assignment of conventional door keys, as determined by the **Department's Project Manager** (or his/her designee). The **CONTRACTOR** shall be responsible to ensure that all **CONTRACTOR** personnel are familiar with the appropriate use of keys. The **CONTRACTOR** is responsible for securing and maintaining the keys in good working condition. The **DEPARTMENT** shall replace lost keys at the **CONTRACTOR'S** expense.
- 6.5.8.Upon completion of services for the day and during non-business hours, the **CONTRACTOR'S Personnel/ Sub-Contractor(s)/ Sub-Consultant(s)** shall ensure that all equipment is turned off and that any lights not required to be used shall also be turned off, and all entrance doors are locked.
- 6.5.9. The Contractor shall ensure that their employees, **Sub-Contractor(s)/Sub-Consultant(s)** do not allow any unauthorized personnel to enter the **DEPARTMENT** property or buildings i.e. personal visitors, family members, friends, persons not employed by the **CONTRACTOR** or other employees not identified to the **DEPARTMENT**.

7. DEPARTMENT RESPONSIBILITIES

- 7.1. The **DEPARTMENT** shall provide a Project Manager (or his/her designee) to provide communication between the **CONTRACTOR** and the **DEPARTMENT**.
- 7.2. The **DEPARTMENT** and/or the **Department's Project Manager** (or his/her designee) shall provide the **CONTRACTOR** with available information relating to the Cafeteria facility where the contractual services being performed/provided by the **CONTRACTOR** as described in this **CONTRACT/ AGREEMENT**.
- 7.3. The **DEPARTMENT** and/or the **Department's Project Manager** (or his/her designee) shall initiate a pre-start meeting to provide specifications for services to be provided and answer any questions the **CONTRACTOR** might have prior to such time as a Notice to Proceed is delivered to the **CONTRACTOR**.
- 7.4. The **DEPARTMENT** and/or the **Department's Project Manager** (or his/her designee) shall provide coordination of all activities, correspondence, reports (i.e. Volume of sales report, inspection report, etc.) and other communications related to the **CONTRACTOR'S** responsibilities hereunder.
- 7.5. The **DEPARTMENT** and/or the **Department's Project Manager** (or his/her designee) will provide the **CONTRACTOR** with written correspondence at random intervals indicating any deficiencies in performance (if applicable).
- 7.6. The **DEPARTMENT** is responsible in providing the following:
 - 7.6.1. Janitorial Services to perform Bathroom cleaning, floor mopping and trash collection for common areas (Department's Project Manager (or his/her designee);
 - 7.6.2. Trash bags and containers;
 - 7.6.3. Fire suppression system and all other safety devices required by all enforcing agencies to operate a cafeteria service;
 - 7.6.4. Utilities such as electricity, propane gas, water, HVAC;
 - 7.6.5. Maintenance and repair to all the equipment owned by the Department (repair should be due to ordinary wear and tear, and damage or destruction beyond the contractor's control and NOT due to the contractor's fault or negligence).

8. <u>CONTRACT ADMINISTRATION</u>

The **CONTRACTOR** shall be responsible for providing Cafeteria Services for the Florida Department of Transportation as described in this Scope of Services. These responsibilities shall be carried out through planning, assignment, coordination, inspections, quality control, field operations, reporting, and other forms of administrative management required optimizing services and support in compliance with terms specified herein.

8.1. TERM AND RENEWALS

8.1.1. This is an **INDEFINITE QUANTITY CONTRACT/AGREEMENT** where the **CONTRACTOR** agrees to furnish services for the Florida Department of Transportation, during a prescribed period of time. The specific period of time completes such a **CONTRACT/AGREEMENT**,

unless services are terminated.

- 8.1.2. The term of this **CONTRACT/AGREEMENT** shall begin on the date the Notice to Proceed is given and shall continue for a period of **three** (3) **years**.
- 8.1.3. Renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. If a renewal is desired, it must be agreed to and executed by the **DEPARTMENT** and the **CONTRACTOR** prior to the expiration of this **CONTRACT/AGREEMENT**.

8.2. SIX MONTHS TRIAL PERIOD

- 8.2.1. The **CONTRACTOR** acknowledges and agrees that its operation within the Facility is a privilege, not a right, and the Department has high standards for all such operations in the state facility. The term of the Agreement includes six-month trial period (Trial Period") commencing on the date this Agreement is executed by all parties and ending on the last day of the sixth full calendar month thereafter. In the event this Agreement commences on a date other than the first day of a calendar month, the first month of the Trial period shall include the partial month in which Agreement commences. For example, if this Agreement commences on January 20, then month one of the Trial Period includes January 20 and the full month of February and the Trial Period expires July 31.
- 8.2.2. Notwithstanding anything in this Agreement to the contrary, if, at any time during the Trial Period, the Department determines, that the Contractor operations are not suitable for any reason, the Department may unilaterally terminate the Agreement by delivering written notice to the Contractor. The Department may exercise its right of termination at any time during the Trail Period and within (30) days following the expiration of such Trial Period. If the Department exercises its right of termination under this Paragraph, this Agreement shall terminate on the date set forth in the Department's notice. The Contractor agrees to save and hold the Department harmless from the assertion of claims of any kind, administrative action, damages, attorney's fee, or causes of action whatsoever arising from such termination.

8.3. **REVIEWS AND INSPECTIONS**

- 8.3.1. The **CONTRACTOR** shall provide an on-site Certified Professional Food Manager (CPFM) by the Department of Business and Regulation, Hotel and Restaurant Division and/or Florida Restaurant Association (FRA), trained in the provision of all the applicable required regulations who shall conduct inspections along with the **Department's Project Manager** (or **his/her designee**) when required and who shall ensure continued compliance with these specifications.
- 8.3.2. Inspections may be conducted by the **CONTRACTOR** one time each month, accompanied by the **Department's Project Manager (or his/her designee)**. The **CONTRACTOR**, indicating the results of each month's survey, will provide a written report. Deficiencies in services will be addressed and corrected within two (2) calendar days.

- 8.3.3. The **CONTRACTOR** shall provide a quarterly "Volume of sales" report in a format approved by the Department's Project Manager.
- 8.3.4. The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may inspect, at any time, the condition/utilization of equipment, articles, supplies and chemicals that may be applicable to this **CONTRACT/AGREEMENT**.
- 8.3.5. The **DEPARTMENT** or the **Department's Project Manager** (or **his/her designee**) may determine if these equipment, articles, supplies and chemicals are fit for their intended use and may place any equipment, articles, supplies and chemicals out of service if they are damaged or otherwise not suitable for the task.
- 8.3.6. The **DEPARTMENT** or the **Department's Project Manager** (or his/her designee) may inspect, at any time, the freshness, appearance, condition/utilization, and expiration dates of all food items supplied under this **CONTRACT/AGREEMENT**.
- 8.3.7. The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may determine if these food items are fit for consumption and may discard/dispose or advise the **CONTRACTOR** to discard/dispose of these items.
- 8.3.8. The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** may make a performance inspection at any time.
- 8.3.9. The **DEPARTMENT** or the **Department's Project Manager (or his/her designee)**, at its' discretion may perform simultaneous inspections with the **CONTRACTOR** and/or random inspections after a **CONTRACTOR'S** inspection to evaluate the cafeteria for cleanliness and quality.

8.4. CORRECTION OF DEFICIENCIES

- 8.4.1. When deficiencies are indicated in a review, the **CONTRACTOR** will immediately implement remedial action to eliminate the deficiencies. Remedial actions may include further training of the **CONTRACTOR'S** personnel (in scope and/or frequency), subdivision of staff responsibilities, addition of staff, or replacement of personnel whose performance is considered inadequate.
- 8.4.2.Should these **DEPARTMENT** or the **Department's Project Manager** (or his/her designee) inspections find any discrepancies; the **CONTRACTOR** shall have next business day or as otherwise agreed by both parties to resolve them. Failure to resolve these discrepancies within this time frame may result in **CONTRACTOR** placement in non-compliance status as described in the Non-Compliance sections of this **CONTRACT/AGREEMENT** and the **Florida Department of Transportation Contractual Services Standard Agreement.**

8.5. **NON-COMPLIANCE**

- Failure to resolve these discrepancies within a reasonable time frame may result in **CONTRACTOR** placement in non-compliance status as described in the Non-Compliance sections of this **CONTRACT/AGREEMENT** and the Florida Department of Transportation Contractual Services Standard Agreement.
- 8.5.2. Failure by the CONTRACTOR to comply with safety requirements accordance with OSHA (Occupational Safety and Hazard Act [Administration]), those identified by the DEPARTMENT or the Department's Project Manager (or his/her designee), those stated in this CONTRACT/AGREEMENT and those that may later be added, shall result in the immediate suspension of work, CONTRACTOR placement in non-compliance status and/or CONTRACT/AGREEMENT termination.
- 8.5.3. Failure by the **CONTRACTOR** to comply with the rules and regulations stated in this **CONTRACT/AGREEMENT** and those that may later be added shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 8.5.4. The parties recognize that timely performance by the **CONTRACTOR** is of the essence. Should the **CONTRACTOR** fail to perform the work specified in this **CONTRACT/ AGREEMENT** and cause the **DEPARTMENT** to intervene to complete the work as specified, all costs incurred by the **DEPARTMENT** shall be charged to the **CONTRACTOR** and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 8.5.5. If the **DEPARTMENT** and/or the **Department's Project Manager (or his/her designee)** determines that the performance of the **CONTRACTOR** is not satisfactory, the **DEPARTMENT** may terminate this **CONTRACT/AGREEMENT.** Any necessary default action will be processed in accordance with the Department of Management Services Rule 60A-1.006(3).
- 8.5.6. In event, intervention or default, the **CONTRACTOR** shall cease all operations during the time involved.
- 8.5.7. If the **CONTRACTOR** fails to comply with the provisions of the section entitled **CONTRACTOR** Responsibilities in this **CONTRACT/AGREEMENT** and action is not immediately taken as provided herein, the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 8.5.8. Any violation of the Rules and Regulations stated in this CONTRACT/AGREEMENT shall result in the immediate suspension of work, CONTRACTOR placement in non-compliance status and/or CONTRACT/AGREEMENT termination.

- 8.5.9. If at any time during the course of this **CONTRACT/AGREEMENT** the **DEPARTMENT** or the **Department's Project Manager (or his/her designee)** brings to the attention of the **CONTRACTOR** a violation of any of the sections in this **CONTRACT/AGREEMENT** and the violation is not corrected within next business day or as otherwise agreed by the Project Manager the **DEPARTMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- CONTRACTOR 8.5.10. If the repeats any violation of this CONTRACT/AGREEMENT more than three (3) times the DEPARTMENT shall construe that the CONTRACTOR is in noncompliance and shall result in the immediate suspension of work, CONTRACTOR placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 8.5.11. Any lapse of services in excess of one (1) hour per day or three (3) times during the course of this **CONTRACT/AGREEMENT** shall construe that the **CONTRACTOR** is in non-compliance and shall result in the immediate suspension of work, **CONTRACTOR** placement in non-compliance status and/or **CONTRACT/AGREEMENT** termination.
- 8.5.12. Non-compliance and/or penalties may also be augmented by legal means as provided for in the R.F.P. contract documents. Unless otherwise specifically directed in writing by the Department, the Contractor shall have next business day to correct any deficiency as cited by the Department.
- 8.5.13. If any deficiency may cause harm to life, property or violate any rules or regulations such as, but not limited to, Americans With Disabilities Act (A.D.A.), Occupational Safety and Health Administration (O.S.H.A.) or Departmental POLICIES, PROCEDURES AND SCHEDULING, the Department may take immediate corrective action(s) as required, and the Contractor shall be responsible for the burden of these direct and any associated and/or indirect costs.
- 8.5.14. The Department shall have sole discretion in selecting the remedy(ies) it shall employ in order to obtain the contractually required services, terms, and schedules as agreed between the Department and the Contractor. The Department reserves the right to prohibit the completion of services not performed, or not completed according to pre-established schedules or standards.

9. GENERAL NOTES

This is a Term Contract for an Indefinite Quantity whereby the **CONTRACTOR** agrees to furnish services during a prescribed period of time. The **CONTRACTOR** shall provide services as authorized in writing by the Project Manager.

9.1. The Department will not pay for, and/or be otherwise held responsible for any cost(s) incurred in the preparation, research, submission, and/or delivery of response(s), replies, changes etc. of the R.F.P. associated with this Scope of Service.

- 9.2. This Exhibit "A" identifies the current known needs of the Department, and it is to be considered as a minimum starting point for the desired Service at this site.
- 9.3. The Department reserves the right to at any time, reject any and/or all R.F.P. responses that do not meet the requirements specified by this R.F.P., and to modify, and/or remove work items from the Scope of Service without cost or penalty to the Department.
- 9.4. It is the Department's intent to only have safe, well trained, competent, and professional employees assigned to this project to meet the Department's objectives.
- 9.5. The Contractor shall review the Scope of Service with each employee and ensure that each employee understands their work assignments, how to complete the assignments safely in accordance with applicable regulations (O.S.H.A., etc.) and how to comply with the Department's safety, security and acceptable job performance, site requirements.
- 9.6. The Contractor agrees to release, indemnify, defend, save and hold harmless the Department, its employees, agents, representatives, successors and assigns, harmless of and from any and all losses, fines, penalties, costs, damage, bodily injury, claims, demands, suits and liabilities of any nature including attorney fees, (including regulatory and appellate fees), arising out of, because of, or due to any accidents, happening or occurrence on the Facility or arising in any manner or account of the exercise or attempted exercise of Contractor's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department, as rendered in a final judgment by a court of competent jurisdiction. All established rules and regulations set forth by the Department shall be observed by all workers and sub-contractors assigned to this project by the Contractor.
- 9.7. That the department shall retain the right to accept or reject any employee covered under this **CONTRACT/AGREEMENT**.
- 9.8. Formal Progress and other meetings may be scheduled by the Department as needed to ensure a smooth-running **CONTRACT/AGREEMENT**.

>> END OF EXHIBIT "A" SCOPE OF SERVICE<<
TO PROVIDE CAFETERIA SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, (FDOT) DISTRICT SIX.

State of Florida Department of Transportation



EXHIBIT "A", ATTACHMENT 1 (MAXIMUM ALLOWABLE MENU PRICING)

REQUEST FOR PROPOSAL (RFP)

RFP-DOT-18/19-6166JG

TO PROVIDE CAFETERIA SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), DISTRICT SIX

PROJECT/PROPOSAL NUMBER: RFP-DOT-18/19-6166JG

FINANCIAL PROJECT NUMBERS: N/A

| MENU ITEM (MINIMUM OFFERINGS) | MAXIMUM ALLOWABLE PRICE | | | |
|--|-------------------------------|--|--|--|
| BREAKFAST ITEMS - A LA CARTE | | | | |
| A. EGGS ANY STYLE (2) | \$2.00 | | | |
| B. BACON SLICES (3) | \$1.50 | | | |
| C. SAUSAGE LINKS (3) | \$1.50 | | | |
| D. TATER TOTS - 2 FULL SCOOPS (5-3/4" x 5-3/4" x 3-1/4") | \$2.00 | | | |
| E. GRITS – SMALL (10 OZ) | \$1.50 | | | |
| F. GRITS – LARGE (16 OZ) | \$1.50 | | | |
| G. OATMEAL – SMALL (10 OZ) | \$1.50 | | | |
| H. OATMEAL – LARGE (16 OZ) | \$1.75 | | | |
| I. BAGEL | \$1.75 | | | |
| J. BAGEL with CREAM CHEESE | \$2.00 | | | |
| K. TOAST – WHITE OR WHOLE WHEAT (2 SLICES) | \$1.50 | | | |
| L. CUBAN TOAST/CROISSANT/BISCUIT | \$1.50 | | | |
| M. BANANA | \$0.75 | | | |
| N. PANCAKE (1) | \$0.75 | | | |
| O. WAFFLE (1) | \$1.00 | | | |

| P. LATTE (12 OZ) – VANILLA, CARAMEL, MOCHA | \$2.75 | | | |
|---|--------|--|--|--|
| Q. FRUIT SALAD (10 OZ) | \$2.50 | | | |
| R. SMOOTHIES (14 OZ) | \$3.50 | | | |
| S. COOKIE (1) | \$1.00 | | | |
| T. PASTELITO (1) | \$1.00 | | | |
| U. CROQUETTE (1) | \$1.00 | | | |
| V. EMPANADA (1) | \$2.00 | | | |
| W. CAFÉ CON LECHE (10 OZ) | \$1.25 | | | |
| X. COLADA (4 OZ) | \$1.25 | | | |
| Y. CORTADITO (4 OZ) | \$1.00 | | | |
| Z. CAPUCCINO (12 OZ) | \$2.00 | | | |
| AA. MILK (10 OZ) OR HOT TEA (10 OZ) | \$1.50 | | | |
| BREAKFAST SANDWICH | ES | | | |
| A. EGG SANDWICH | \$3.50 | | | |
| B. EGG SANDWICH with CHEESE | \$4.00 | | | |
| C. EGG SANDWICH with CHEESE & MEAT (SAUSAGE, BACON or HAM) | \$5.00 | | | |
| BREAKFAST SPECIALS | | | | |
| A. (2) EGGS, (3) BACON and (2) SAUSAGE with TOAST and GRITS or HOT CEREAL | \$5.00 | | | |
| B. (2) EGG OMELET ANY STYLE, with TOAST and TATER TOTS or GRITS | \$4.50 | | | |

| | 1 | | | | |
|--|--------|--|--|--|--|
| C. (1) EGG, (3) BACON or (2) SAUSAGE and BAGEL or ENGLISH MUFFIN | \$5.00 | | | | |
| LUNCH MENU | | | | | |
| A. LUNCH SPECIAL: (1) PROTEIN (1) CARB (1) VEGETABLE | \$7.00 | | | | |
| B. 2 ITEM LUNCH COMBO: (1) PROTEIN (1) CARB or (1) VEGETABLE | \$4.00 | | | | |
| C. (1) PROTEIN ONLY | \$3.50 | | | | |
| A LA CARTE | | | | | |
| A. SOUP – LARGE (16 OZ) | \$3.50 | | | | |
| B. SOUP – SMALL (10 OZ) | \$2.50 | | | | |
| C. VEGETABLES - 2 FULL SCOOPS (5-3/4" x 5-3/4" x 3-1/4") | \$2.00 | | | | |
| D. POTATOES | \$2.00 | | | | |
| E. PLANTAINS | \$2.00 | | | | |
| F. RICE - 2 FULL SCOOPS (5-3/4" x 5-3/4" x 3-1/4") | \$2.00 | | | | |
| G. BEANS – SMALL (10 OZ) | \$2.00 | | | | |
| H. BEANS – LARGE (16 OZ) | \$3.00 | | | | |
| I. SALAD PLATTER (Large) (8" X 8" X 3") | \$5.00 | | | | |
| I. SALAD PLATTER (Small) (5-3/4" x 5-3/4" x 3-1/4") | \$2.50 | | | | |
| SANDWICHES AND WRAPS | | | | | |
| A. HAM and CHEESE | \$4.50 | | | | |

| B. TURKEY and CHEESE | \$4.50 |
|--------------------------|--------|
| C. TUNA or CHICKEN SALAD | \$4.50 |
| D. WRAPS | \$4.50 |

- 1. The prices listed in the above table are the maximum allowable prices the DEPARTMENT has established for each menu item. All prices must include applicable taxes.
- 2. The Proposer is encouraged to submit their best pricing which may be up to, but not to exceed, the maximum allowable menu price for each item, described in this Attachment-1, of Exhibit "A" Scope of Services.
- 3. The Proposer shall complete the Exhibit "C", Price Proposal in its entirety and submit as part of the price proposal package. The menu prices submitted in this Exhibit "C", Price Proposal form includes but is not limited to the Contractor's overhead, profits, necessary labor, travel, administrative expenses, materials, equipment, insurance, all other incidentals and all direct and indirect costs required to complete the contract services.
- 4. Price proposals received with any individual menu item prices that exceed the Department's maximum allowable prices will be deemed NON-RESPONSIVE and the proposal will be rejected.
- 5. Price proposals received with any individual menu prices having a price of \$0.00 will be deemed as omitted prices and NON-RESPONSIVE, and therefore, the proposal will be rejected.

State of Florida Department of Transportation



ATTACHMENT-2 TO EXHIBIT "A" SCOPE OF SERVICES LIST OF CAFETERIA EQUIPMENT

TO PROVIDE CAFETERIA SERVICES FOR THE FLORIDA DEPARTMENT OF TRANSPORTATION, DISTRICT SIX (FDOT).

PROJECT/PROPOSAL NUMBER: RFP-DOT-18/19-6166JG

CAFETERIA EQUIPMENTS

| ITEM | QUANTITY | DESCRIPTION | SPECIFICATIONS | |
|------|----------|---------------------------------|-----------------|------------------------|
| | | | MANUFACTURER | MODEL # |
| 1 | 1 | WALK-IN COOLER | AMERICAN PANEL | 5'-6 X 8' - 0"X110"H |
| 2 | 1 | COOLER EVAPORATOR | RUSSELL | AA18-66B*AO2O |
| 3 | 1 | COOLER CONDENSER | RUSSELL | O75M44*AO2O |
| 4 | 1 | DUNNAGE RACK | ISS/ GOLD BOND | DR536Y*AO2O |
| 5 | 2 | COOLER SHELVING | ISS/ GOLD BOND | 2454Y/PY86*AO2O |
| 6 | 1 | DRY STORAGE SHELVING | ISS/ SUPER SEAL | 2448E/PE86*AO2O |
| 7 | 1 | DRY STORAGE SHELVING | ISS/ SUPER SEAL | 1848E/PE86*AO2O |
| 8 | 1 | WORK TABLE WITH SINK & DRAWERS | ADVANCE | VSS-366-CUSTOM |
| 9 | 1 | TWO SECTION FREEZERS | TRUE MFG | T-49*AO2O |
| 10 | 1 | HAND SINK | ADVANCE | 7PS60*AO2O |
| 11 | 1 | POT WASHING SINK | ADVANCE | 94-3-54-18RL*AO2O |
| 12 | 1 | GREASE INTERCEPTOR | THERMACO | BIG DIPPER/W-200-15 |
| 13 | 1 | ONE SECION UPRIGHT REFRIGERATOR | TRUE MFG | T-23*AO2O |
| 14 | 1 | HOT WATER HEATER | STATE | |
| 15 | 1 | EXHAUST VENTILATOR | SUN AIR | WALL MTD w/ RETURN AIR |
| 17 | 1 | FIRE SUPPRESSION SYSTEM | SUN AIR / ANSUL | ANSUL R-102 |
| 18 | 1 | FORU BURNER HOTPLATE | GARLAND | GD-304H*AO2O |
| 19 | 1 | GRIDDLE | GARLAND | GD-36GTH-U*AO2O |
| 20 | 1 | FRYER | GARLAND | GD-15F5D*AO2O |

| 21 | 1 | HALF SIZE CONVECITON OVEN, DOUBLE | GARLAND | |
|----|---|------------------------------------|-----------------|---------------------|
| 22 | 1 | STORAGE CABINET | ADVANCE | DC-302-CUSTOM*AO2O |
| 23 | 1 | DELI CASE | TRUE MFG | TSID-48-2*AO2O |
| 24 | 1 | REFIRGERATED PREP TABLE | TRUE MFG | TPP-67*AO2O |
| 25 | 1 | STEAM TABLE WITH BREATH PROTECTOR | DELFELD | KH-2-NU*AO2O |
| 26 | 1 | FRONT COUNTER WITH STORAGE BASE | ADVANCE | EB-SS-308-CUSTOM |
| 27 | 1 | BEVERAGE & CONDIMENT COUNTER | MILLWORK | CUSTOM BY CARPENTER |
| 28 | 1 | SODA & ICE DISPENSER w / ICE MAKER | SERVND / MANITO | MD-175/Q320*AO2O |
| 29 | 1 | WALL MOUNTED CABINETS | ADVANCE | WCO-15-60*AO2O |
| 30 | 1 | MICROWAVE COUNTER w/ STORAGE BASE | AMANA | RCS810LW*AO2O |
| 31 | 2 | GARBAGE RECEPTACLE w/ TRAY RETURN | WAYMAR | SM-T*AO2O |

NOTES:

- The CONTRACTOR understands that they assume full responsibility for any and all equipment and/or supplies issued by the DEPARTMENT to the CONTRACTOR or the CONTRACTOR'S personnel and that said equipment and/or supplies shall be used solely for the purpose intended in accordance with this CONTRACT.
- The CONTRACTOR agrees to reimburse the DEPARTMENT at current market rates, for all equipment that is lost, damaged, stolen or otherwise unavailable.
- The CONTRACTOR agrees to establish a preventative maintenance program for all food service equipment owned by the DEPARTMENT.
- Upon termination or expiration of this CONTRACT, all equipment shall be returned to the DEPARTMENT in good operating condition, less reasonable wear and tear.