

**AMENDMENT #1 TO THE AGREEMENT BETWEEN  
TCSS MANAGEMENT SERVICES, INC. AND ESCAMBIA COUNTY  
TO PROVIDE FOOD SERVICE FOR THE M.C. BLANCHARD JUDICIAL BUILDING**

**THIS IS THE FIRST AMENDMENT TO THE AGREEMENT** entered into on the 7<sup>th</sup> day of December 2006, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and TCSS Management Services, Inc., a corporation authorized to transact business in the State of Florida, whose address is 502 Salem Drive, Pensacola, Florida 32514, and whose Federal Identification Number is 134302518 (hereinafter referred to as "Contractor").

**WITNESSETH:**

**WHEREAS**, on December 7, 2006, the County entered into an agreement with Contractor to provide food service at the M.C. Blanchard Judicial Building; and

**WHEREAS**, by mutual agreement, the Parties have revised several provisions of the Agreement; and

**WHEREAS**, as a result of said revisions, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Contractor agree to amend the Agreement dated December 7, 2006, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That the Parties agree to renew the Agreement for an additional four (4) year period to expire on December 31, 2014.

3. That the following provisions of Paragraph 2. Contractor. are amended to read as follows:

b. Contractor shall operate so as to be open to the public from 7:00 a.m. to 4:00 p.m. Monday through Friday. Holidays, as designated by ~~Judicial Administration and/or the County~~ the Contract Administrator. Any changes to the hours of operation must be by mutual agreement of the parties in writing.

d. All of the Contractor's employees shall be employees of the Contractor, and not employees of the Escambia County. All food service personnel will be required to undergo a background check by the ~~Judicial Administration~~ Contractor and ~~receive approval~~ prior to working at the snack bar. The

Contractor will verify employees' eligibility with the Contract Administrator prior to hiring the employee.

e. Contractor shall supply a full menu, substantially similar to the variety and price to that currently used at the facility. The menu subject to the final approval of the ~~County~~ Contract Administrator. Contractor shall supply sufficient personnel to provide for adequate supervision and operation of the snack bar at all times.

f. Contractor shall comply with the Procedures set forth in the Board of County Commissioners Office of Purchasing—Purchasing Procedures, including, but not limited to, Procedure No: PP-221, Contract Administration; PP-250, Vendor Performance Evaluation; and PP-260, Vendors/Suppliers Survey, attached hereto and incorporated herein as Composite Exhibit "A".

g. Vender Performance Evaluations shall be performed by the Contract Administrator every twelve (12) months. Thereafter, the Contract Administrator will provide the Contractor with a notice of performance issues/concerns. Vendor shall have thirty (30) days from the date of the notice to cure any and all performance issues noted by the Contract Administrator. The Contract Administrator shall retain the sole discretion to determine Contractor's compliance with performance requirements under this agreement.

4. That the following provisions of Paragraph 4. FACILITY, EQUIPMENT AND SUPPLIES are amended to read as follows:

b. At the conclusion of this Agreement, whether such conclusion is a result of early termination, expiration, or otherwise, Contractor agrees to promptly remove its equipment and appliances as itemized in Exhibit "B", attached hereto and incorporated herein, and to remove its operation from the facility, leaving the facility in as good a condition as it was at the Commencement Date, except for reasonable wear and tear arising from the use of the facility pursuant to the terms and conditions of this Agreement.

b.c. All supplies, expendable and non-expendable, and all food, perishable and non-perishable, shall be the responsibility of the Contractor.

ed. The facility is provided to the Contractor in "as-is" condition. Any changes to the facility shall be at the expense of the Contractor, and subject to the written approval of the County.

e. The Contractor shall be responsible for the maintenance of the facility. Any janitorial service, cleaning supplies, or equipment shall be the responsibility of the Contractor. The facility shall be kept clean and neat at all times, and Contractor shall adhere to the standard of cleanliness as required by the USDA and Escambia County Health Department.

df. Insect and pest control shall be maintained in all areas of the food service and storage area. Contractor shall be responsible for said insect and pest control, and any professional services as required.

5. That Paragraph 8. TERMINATION is amended to read as follows:

8. TERMINATION: ~~Termination shall be at will because of lack of funds or failure to satisfactorily perform the duties and obligations of this Agreement. Termination shall be upon twenty four (24) hours notice by either party for lack of funding, or failure of the instructor to perform. This Agreement may be terminated by either party for cause or convenience upon thirty (30) days written notice by the terminating party to the other party of such termination.~~

6. That the following provision is hereby incorporated into the Agreement:

15. NOTICES: Any notice, payment or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or private courier service, such as Federal Express. Unless otherwise notified in writing of a new address, notice shall be made to each party as follows:

To: TCSS Management Services  
Attention: Cecilia Lee  
502 Salem Drive  
Pensacola, Florida 32514

To: County  
Attention: County Administrator  
221 Palafox Place, Suite 420  
Pensacola, Florida 32502

Rejection, or other refusal by the addressee to accept, or the inability of the courier service or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

7. That the Parties hereby agree that all other provisions of the Agreement of December 7, 2006, that are not in conflict with the provisions of this First Amendment shall remain in full force and effect.

8. That the effective date of this First Amendment shall be on the last date executed by the Parties hereto.

9. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its duly authorized Chairman, authorized to execute same by Board action on the 7<sup>th</sup> day of July \_\_\_\_\_ 2011, and TCSS Management Services, Inc., by and through its President.

**COUNTY:**

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

K. White

Kevin W. White, Chairman

BCC Approved: 07-07-2011

ATTEST: Ernie Lee Magaha  
Clerk of the Circuit Court



Ernie Lee Magaha  
Deputy Clerk

**CONTRACTOR:**

TCSS Management Services, Inc.

Cecilia B. Lee

Cecilia B. Lee, President

Attest:

Cecilia B. Lee  
Corporate Secretary

This document approved as to form and legal sufficiency.

By: [Signature]  
Title: ACA  
Date: 7/12/11



Board of County Commissioners  
Office of Purchasing  
Title: **Contract Administration**

Effective Date: 5/20/04 Supersedes Date: 12/9/03

Procedure No: PP-221

Page No: 1 of 4

I. Purpose

The efficient administration of contracts and purchase orders through a decentralized approach to contract administration where the combined resources of procurement, risk management, the County Attorney, and the technical expertise of client department are maximized.

II. Scope

Contract Administration encompasses all contracts, contract amendments, purchase orders, change orders, beginning with the purchase requests and continuing through the procurement cycle.

III. Objectives

The objectives of the Office of Purchasing are to insure the complete and successful culmination of the purchasing cycle while protecting the interests of Escambia County, Florida.

IV. Definitions

Contract Administration is the management of all actions, after award of a contract that must be taken to assure compliance with the contract; i.e., timely delivery, acceptance, payment, closing contract, etc. by such person or position (Title) designated in writing by the Contracting Officer or in lieu of a designee, the purchasing professional that developed the solicitation/contract.

Contracting Officer is the County Administrator of Escambia County Florida.

Owner's Representative is that person or position designated in writing by the Contracting Officer in all matters relating to Contract Management and Contract Administration. Under those circumstances which a person or position is not designated in writing by the Contracting Officer, the Purchasing Manager or his/her designee shall serve as the owner's representative.

EXHIBIT

A

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V. Responsibility

A. Overview

Escambia County's Contracting Program is based on the more common "combination model" of "centralized" and "decentralized" contract administration models. Whether they function as centralized, decentralized or a combination model, all contract administration teams have the same goal: to work with contractors to develop and maintain an environment in which the contractor can succeed.

B. Centralized Contract Administration

This model utilizes a single Owner's Representative as the responsible person for contracts utilized by several departments, such as the case with the Office of Purchasing with its County Wide Master Term Contracts Program. The Office Supply Contract is a good example of this.

The Owner's Representative is responsible for handling and processing the contractual business relationship with the Contractor (negotiations, changes/amendments, settling disputes and assuring that both parties meet the terms of the contract). Additional responsibility includes coordinating the activities of the different staff members involved in administering the contract.

The Owner's Representative is also responsible for issuing all notices relating to the contract with the exception of those notices, which shall require prior approval of the Board of County Commissioners.

C. Decentralized Contract Administration

In County contracts for specific projects peculiar only to one department, expertise driven by one department or stand-alone projects, the client department director is usually delegated by the Contracting Officer (County Administrator) the responsibility for contract management and contract administration.

The term Project Manager is used to describe the Department Technical Project person(s) who is/are responsible for the technical and daily oversight to make certain that the contractor performs according to the technical requirements of the contract and keep the Contracting Officer informed of significant events involving the Contract. In this model, the department team draws on the resources of the legal, purchasing and finance departments for technical direction.



Board of County Commissioners  
Office of Purchasing  
Title: **Contract Administration**

Effective Date: 5/20/04 Supersedes Date: 12/9/03

Procedure No: PP-221

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VI. Procedure

Client departments are advised to develop their own standard operating procedures for day-to-day contract administration. Contract administration begins with a good scope of work. Client departments preparing scopes of work should consider:

- A. Introduction and General Information
  - 1. Purpose or Objective
  - 2. History and Background
  - 3. Contact person
  - 4. Bidding method
  - 5. Pre-Bid Conference
  - 6. Contractor qualifications
  - 7. Calendar of Events
- B. Task Description
  - 1. Work to be done by the contractor
- C. Constraints on the Contractor
  - 1. Work site conditions
  - 2. Ordinances
  - 3. Security control
- D. Contractor Personnel Requirements
  - 1. Qualifications of Key Personnel
  - 2. Employee Identifications
  - 3. Additional Personnel Responsibilities
- E. Contractor Responsibilities
  - 1. Quality control program
  - 2. Source complaints
  - 3. Emergency assistance
  - 4. Work schedule
- F. Local Government Responsibilities
  - 1. What the local government must do or provide to the contractor.



Board of County Commissioners  
Office of Purchasing  
Title: **Contract Administration**

Effective Date: 5/20/04 Supersedes Date: 12/9/03

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- G. Evaluation of Contractor Performance
  - 1. Performance Standards
  - 2. Evaluation Forms
  - 3. Incentives
  - 4. Liquidated Damages
  
- H. Reporting Requirements and Procedures
  - 1. Contractor's reporting scheduling and responsibilities
  
- I. Special Conditions
  - 1. Payment Procedures
  - 2. Insurance and Bonds
  - 3. Alternative Surety
  - 4. Contract extension and renewal
  
- J. Price Ranking of Bidders
  - 1. The method of ranking bidders by price
  
- K. Exhibits
  - 1. Technical Reports
  - 2. Maps
  - 3. Drawings
  - 4. Schedules
  - 5. Photographs

**NOTE:** Departments should develop internal operation procedures for contract administration based on the information provided.



Board of County Commissioners  
Office of Purchasing  
Title: Vendor Performance Evaluations

Effective Date: 12/20/96      Supersedes Date:

Procedure No: PP-250

Page No: 1 of 1

I. Purpose

To provide procedures for conducting vendor performance evaluation.

II. Scope

This procedure applies County wide.

III. Procedure

The Office of Purchasing, Client Departments and The Clerk of the Circuit Court's Accounts Payable personnel deal with vendors on a continuing basis. It is important that information be recorded about specific performance.

The Office of Purchasing will solicit useful and constructive evaluations from all departments especially personnel assigned to handle purchasing transactions and the receipt thereof. The information provided by the departments will be useful for Purchasing to monitor and effectively stimulate vendor activities and performance and screening bidders list for possible elimination of vendors whose performance is consistently non-responsive and non-responsible.

The Office of Purchasing will issue to the using department; the appropriate consultant, contractor, or vendor performance evaluation forms, sometime prior to the expiration or renewal date of an annual contract, to assess the level of satisfaction with the vendor providing the goods or services under contract.

The Office of Purchasing also has the Report of Unsatisfactory Materials and/or Service, which is available to all departments. Each department is encouraged to complete the form anytime a vendor is not providing adequate service in compliance with the Invitation for Bid or Request for Proposal or any purchase made for the department.

The Office of Purchasing will be responsible for handling all complaints with the vendors and will notify the department of any action taken.



Board of County Commissioners  
Office of Purchasing  
Title: Vendors/Suppliers Survey

Effective Date: 12/17/03 Supersedes Date: 7/15/99

Procedure No: PP-260

Page No: 1 of 2

I. Purpose

To provide procedures for conducting County performance evaluation.

II. Scope

This procedure applies County wide.

III. Procedure

The Office of Purchasing, Client Departments and The Clerk of the Circuit Court=s Accounts Payable personnel deal with vendors on a continuing basis. It is important that information be recorded about specific performance of the County.

The Office of Purchasing will solicit useful and constructive evaluations from County vendors/suppliers. The information provided by the vendor/suppliers will be useful for Purchasing to monitor and effectively stimulate County activities and performance.

The Office of Purchasing will be responsible for providing the Vendors/Suppliers Survey Form F0195, together with standard form letter #24, Vendor/Suppliers Survey of County Performance, as follows:

1. Insert into the Contract documents distribution package on projects specific with request that the vendor/supplier return the survey between substantial and final completion of the project.
2. Send annually to annual term contract vendor/suppliers as part of their responses of the mutual agreement renewal or refusal of renewal of such contracts.
3. Send to vendors/suppliers at any time a vendor/supplier expresses an interest in evaluating the County, when they have a problem in their dealings with the County, or as deemed appropriate by the Purchasing Agent.

The Office of Purchasing will be responsible to collect the survey results and notify any affected departments of the response information gained; and, assist in handling all complaints with the County and notify the vendor/supplier of any action taken.



Board of County Commissioners  
Office of Purchasing  
Title: Vendors/Suppliers Survey

Procedure No: PP-260

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Effective Date: 12/17/03 Supersedes Date: 7/15/99

ESCAMBIA COUNTY, FLORIDA  
OFFICE OF PURCHASING  
213 PALAFOX PLACE, ROOM 230  
PENSACOLA, FL 32502

VENDORS/SUPPLIERS SURVEY FORM

NOTE: PLEASE LEAVE THE ITEM BLANK IF IT DOES NOT APPLY TO YOU OR IF YOU HAVE NO OPINION. ALSO, PLEASE GIVE US COMMENTS, ESPECIALLY IF YOUR RATING IS RARELY OR NEVER.

RATINGS:            1 ALWAYS            2 FREQUENTLY            3 RARELY            4 NEVER

1. The County is easy to do business with.  
9    1    9    2    9    3    9    4  
COMMENTS: \_\_\_\_\_
2. My firm is given an opportunity to be awarded County business.  
9    1    9    2    9    3    9    4  
COMMENTS: \_\_\_\_\_
3. Adequate written information is provided allowing me to submit a competitive Bid, Proposal or Quote.  
9    1    9    2    9    3    9    4  
COMMENTS: \_\_\_\_\_
4. The County staff administers contracts fairly by adhering to the contract terms.  
9    1    9    2    9    3    9    4  
COMMENTS: \_\_\_\_\_
5. The County evaluates my contract performance accurately.  
9    1    9    2    9    3    9    4  
COMMENTS: \_\_\_\_\_
6. The County pays my invoices in accordance with payment terms.  
9    1    9    2    9    3    9    4  
COMMENTS: \_\_\_\_\_
7. The payment I receive from the County is accurate.  
9    1    9    2    9    3    9    4  
COMMENTS: \_\_\_\_\_
8. I would use the Internet to download Bids, RFP=s, and Quotes if they were available on the County=s webpage.  
9    1    9    2    9    3    9    4  
COMMENTS: \_\_\_\_\_
9. My firm accepts credit cards (Visa) for payment.  
9    YES    9    NO  
COMMENTS: \_\_\_\_\_

I would like to be a member of a Focus Group pertaining to the County=s procurement, contract administration and accounts payable processes.  
9    YES (Please check if interested)

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

COMMODITIES/SERVICES PROVIDED \_\_\_\_\_ CONTRACT #PD \_\_\_\_\_

**TCSS MANAGEMENT SERVICES, INC.**  
**DBA: POT BELLY DELI**  
**EQUIPMENT LIST**

**EXHIBIT B**

ITEM	DESCRIPTION	MOD./SER. #
10' HOOD	STAINLESS STEEL	MOD. # GHDW 10.0S SER. # 10739590-0701
2 DOOR BEV-AIR FREEZER	STAINLESS STEEL	MOD. # E- SERIES SER. # 2709219
2 DOOR TRUE REFRIGERATOR	STAINLESS STEEL	MOD. # T-35 SER. # 12121772
2 DOOR TRUE GLASS REFRIGERATOR	BLACK	MOD. # GDM 49PE57132 SER. # 1440585
2 DOOR HOBART SANDWICH REFRIGERATOR	STAINLESS STEEL	MOD. # CUS 48 SER. # 1097984
HOUSEHOLD STOVE	GE	NO NUMBER
6 WELL HOT DROP IN STEAM TABLE	STAINLESS STEEL	NO NUMBER
3 COUNTER TOP ELECTRIC DEEP FRYERS	STAINLESS STEEL	MADE BY ANVIL, VOLLRATH
24" ELECTRIC GRILL	STAINLESS STEEL	MADE BY ADCRAFT
6' 30" HIEGHT TABLE	STAINLESS STEEL	NO NUMBERS
TABLES	BLUE WITH WOOD GRAIN	4 LARGE TOP 3 SMALL TOP
CHAIRS	BLUE WITH WOOD GRAIN	22 EACH
SHARP MICROWAVE	WHITE	2 EACH
CONVECTION OVEN	STAINLESS STEEL	MAKER - CADCO MOD. # XA 015
ICE MACHINE	STAINLESS STEEL	UNKNOWN
3 COMPARTMENT SINK	STAINLESS STEEL	STAYS WHEN LEAVING
12 OUTDOOR TABLES	WHITE WITH ORANGE	STAYS WHEN LEAVING
STORAGE BOXES	ORANGE AND WHITE	STAYS WHEN LEAVING